

BSES YAMUNA POWER LTD

INVITATION OF BIDS FOR PROCUREMENT OF POWER ON SHORT-TERM BASIS THROUGH TARIFF BASED COMPETITIVE BIDDING PROCESS

Request for Proposal

(As per “Guidelines for short-term Procurement of Power by Distribution Licensees through Tariff based bidding process” issued by Government of India)

Tender specification no. BYPL / Power Purchase / 2020-21/ 1

Event No.: BYPL/Short/20-21/ET/94

S.No.	Event	Date & Time
1	Publication of Request for Proposal (RFP)/ Activation of Event	24-Feb-2021
2	Last date of submission of RFP Bids including EMD	01-Mar-2021 (Upto 15:00 Hrs)
3	Opening of Non-Financial Technical Bids (EMD to reach before opening of Bid)	02-Mar-2021 (At 11:00 Hrs)
4	Opening of IPOs	03-Mar-2021 (At 13:00 Hrs)
5	Start of e-RA	03-Mar-2021 (At 15:00 Hrs)

Bids to be submitted through	DEEP e-Bidding portal
Office inviting bids & Place of submission of EMD	Sh. Sunil Kakkar V.P (Power Management) BSES Yamuna Power Limited A-Block, 2nd Floor, Shakti Kiran Building, Karkardooma ,New Delhi-110092. Tel (O)- 011-4124 7777/7779, Fax No. 011-4124 7787

1. INTRODUCTION AND BACKGROUND

BSES Yamuna Power Ltd is a 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 intends to invite bids from CERC approved power trading licensees, Discoms, SEB's, generators from all over India for the purchase of firm power during 16th May-2021 to 30th Sep-2021 through MSTC Deep Portal.

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 for the maximum bid quantum / capacity to PFC Consulting Limited (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 bear the 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 OF POWER

The Bidder(s) shall be capable of supplying power as mentioned below to BYPL, for the period as mentioned under:

S. No.	Period	Timeslots	Quantum(MW)	Delivery Point
1	16 th to 31 st May-2021	00-04 & 10-24	75	BYPL Periphery (Interconnection of BYPL periphery with Delhi STU)
2	1 st to 30 th Jun-2021	00-04 & 10-24	200	
3	1 st to 15 th Jul-2021	00-04 & 10-24	200	
4	16 th to 31 st Jul-2021	00-04 & 10-24	150	
5	1 st to 31 st Aug-2021	00-04 & 10-24	150	
6	1 st to 30 th Sep-2021	00-04 & 10-24	150	

Note:-

BYPL can alter the quantity at the time of finalization of tender.

Preference shall be given to NR suppliers.

4. QUALIFICATION CRITERIA

The Bid shall be opened subject to the following conditions and verification of bid / documents submitted by the bidder:

- i. The Bidder may offer power up to the quantum indicated in RFP Document on firm basis. The supply of power may be offered from one or more than one source subject to condition that offers from each source shall not be less than 25 MW. Offer of less than above specified quantity will result into no responsiveness of bid.
- ii. The quantum of power offered by the Bidder shall be firm power.
- iii. Bank Guarantee of sufficient amount towards Earnest Money as per the RFP.

- iv. Validity of offer as specified in the RFP Documents.
- v. Delivery Point is as specified in the RFP Documents.
- vi. In case bidder is a Trader, it should submit a copy of valid Category Trading License or equivalent trading licensee issued by Appropriate Commission.
- vii. General Terms & Conditions of the RFP Documents have to be accepted in the appropriate annexure (Annexure II), a signed copy of the RFP Document annexed with the Technical Bid and required information as per Bid Document have to be submitted.
- viii. Undertaking of the Bidder (incl. Trading Licensee) to the effect that it shall not submit any other Bid, from the same source of generation and quantum of power from such source as mentioned in the Bid, till selection of successful bidder / issuance of LoA (Letter of Award) / termination of tender process, whichever is earlier, subject to validity period of the Bid.
- ix. In case bidder is a trading licensee, it has to submit the details of the generating station from which the supply is intended and the power purchase agreement / Letter of Authorization signed between such trading licensee and the Generating station / Utility for supply of power.

NOTE: Bidders who are found technically qualified as per this RFP shall only be considered for opening of Financial Bid (IPOs).

5. TARIFF STRUCTURE

- i. The tariff should be quoted in Indian Rupees up to (3) decimals which shall include capacity charge, energy charge, trading margin (in case of Bidder being a Trader), open access charges, applicable Point of Connection / Transmission charges & transmission losses (including Delhi SLDC Fees and Charges), all taxes and duties payable up to the Delivery Point i.e. BYPL Periphery (the interconnection of Delhi STU and BYPL).
- ii. For avoidance of doubt, all charges would be on account of bidder i.e. all Application fees, Open access charges, all Transmission charges and losses, RLDC application fees, Operating charges, any other charges as applicable but not mentioned shall be on bidder's account.
- iii. Bid Price shall be firm for each requisition irrespective of generating source and shall have no escalation during such contractual supply periods.
- iv. Bidder(s) is/are required to ensure availability of necessary infrastructure/ground work, before participating in the Bid.
- v. The tariff should be constant and there shall be no escalation during the contractual period.
- vi. If the 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 Bidder(s) only.
- vii. For avoidance of doubt, it is to clarify that BYPL will in no way be liable for any charges up to delivery point except for the charges of energy delivered at Delivery Point on the basis of the REA of the Northern Regional Power Committee(NRPC).

6. BIDDING ROCESS

- i. BYPL has published Notice inviting Tender (NIT) in two national newspapers on 24th Feb 2021.
- ii. BYPL has issued this RFP for procurement of power on short term basis as per the details mentioned in clause 3 above and also this RFP has been uploaded on the DEEP e-Bidding portal. RFP has also been uploaded on BYPL's website (www.bsedelhi.com).
- iii. Earnest Money Deposit (EMD) / Bank Guarantee (BG)
 - A. 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 pro-rata basis in case of bids on hourly basis, in the form of Bank Guarantee /e-Bank Guarantee issued by any Nationalized/Scheduled Bank or Electronically Transfer through RTGS / NEFT in favor of **“BSES Yamuna Power Limited” payable at New Delhi.**

Bank details are as follows:-

 - a. **Account Name - BSES Yamuna Power Limited.**
 - b. **Bank Name – AXIS Bank, Swasthya Vihar, New Delhi.**
 - c. **Account No. – 911030003596085**
 - d. **RTGS Code - (RTGS Code of Axis Bank UTIB0000055)**
 - B. The original EMD should reach to BYPL office before the opening of the Non Financial and Technical Bid.
 - C. The EMD shall be forfeited:
 - (a) If Bidder withdraws bid during Bid Validity Period except as provided in the Guidelines.
 - (b) For non-submission of Contract Performance Guarantee as specified in this RFP document, by Successful Bidder(s).
 - D. The EMD shall be refunded to the unsuccessful Bidders within 10 days of expiry of Bid validity period.
 - E. The EMD of the Successful Bidder(s) shall be refunded after furnishing the Contract Performance Guarantee (CPG).
- iv. Bid Submission
 - a. 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.
 - b. 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.

- c. 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.
- d. 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 either from same or different sources.
- e. Bidders shall be required to submit separate non financial technical Bid 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.
- f. The IPO shall be strictly as per the terms of RFP and shall be unconditional. The conditional price bid shall be summarily rejected.

7. VALIDITY OF TENDER AND OFFER

The offer against tender should remain valid for a period of 30 (Thirty) days from the day of opening of the tender.

8. CONDITIONAL AND INCOMPLETE TENDER

Conditional and incomplete bids are liable to rejection.

9. OPENING AND EVALUATION OF BID

- 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 BYPL 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 tender fee

- & EMD has not been received, will not be opened and will stand rejected.
- v. Decrypted (transformed into readable formats) documents of the Statutory and Non-statutory Covers will be downloaded for the purpose of evaluation.
 - vi. 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.
 - vii. 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.

10. ELIMINATION OF BIDDERS

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

- i. After the opening of Initial Price Offers, 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.
- ii. The Elimination process will be done for each of the requisition separately.

11. 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).
Provided that during the last 10 (ten) minutes before the scheduled close time of e-Reverse auction, if a price bid is received which is lower than the lowest prevailing price bid recorded in the system during e-Reverse auction, the close time of e-Reverse Auction will be automatically extended by 10(ten) minutes from the time of the last price bid received. This process of auto extension will continue till there is a period of 10 (ten) minutes during which no price bid are received which is lower than the prevailing lowest price bid.
- iii. During the Reverse Auction the shortlisted Bidders will have the option of reducing the tariff quoted by them in decrements of one paisa or multiples thereof and to increase the quantum quoted by them by 10 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.

12. 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 fulfill its requirement, which can be lower than the Requisitioned Capacity. 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 a period of 15 days from the close of e-Reverse Auction, 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, being selected in another bidding process the EMD/CPG shall be forfeited as the case may be.
- vi. After selection, a Letter of Award (the “LoA”) shall be issued, 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, 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.

13. CONTRACT AWARD AND CONCLUSION

- i. After acknowledgement of LoA by the Selected Bidder(s), BYPL shall cause the Selected Bidder(s) to execute the PPA within the prescribed period in the Bid document i.e. within 7 days from the close of the e-Reverse Auction. The Selected Bidder(s) shall not be entitled to seek any deviation, modification or amendment in the PPA. BYPL, would appropriate the EMD of such Bidder as Damages on account of failure of the Selected Bidder(s) to execute the PPA. In case BYPL fails to sign the PPA within the period prescribed above, the Selected Bidder(s) shall have the option to exit without forfeiture of EMD/CPG as the case may be.
- ii. PPA will be signed with the selected Bidders within 10 days from conclusion of the selection process or bid validity date, whichever is earlier.

14. RIGHT TO ACCEPT / REJECT THE BID

Lowest valid rate of the tender cum reverse auction price should normally be accepted. BYPL, reserves the right to reject any or all bids or to accept any bid, at its sole discretion, without assigning any reasons whatsoever thereof and without any liability.

15. 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 be formed part of bid documents.

16. CONTRACT PERFORMANCE GUARANTEE (CPG)

- i. The Successful Bidder(s) shall furnish CPG within 5 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.
- 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 submitted EMD shall be forfeited.
- iv. The CPG provided by the Successful Bidder(s) shall be forfeited for nonperformance of contractual obligations. The CPG shall be released within 30 days after completion of Contract Period.

17. OPEN ACCESS

- i. The Scheduling and Dispatch of the energy shall be coordinated with respective RLDC(s) / SLDC(s) as per the provisions of IEGC and ABT framework and decisions of RLDC/ SLDC.
- ii. Booking of Transmission Corridors:
The successful bidder(s) shall apply for booking of the open access transmission corridor to nodal RLDC/SLDC. Bidder(s) shall be fully responsible for the timely filing of open access application before the nodal RLDC and coordinating with the relevant RLDC / SLDC so as to get the timely booking of the open access corridor for the contracted quantum on advance basis.
The energy shall be scheduled and dispatched as per the relevant provisions of CERC regulations for Short Term Open Access(STOA) and Procedure for Reservation of Transmission Capacity for STOA (Inclusive of all the amendments till date). The successful bidder(s) shall apply for booking of advance reservation in such a manner so as to get the maximum quantum from the shortest route.

18. BILLING CYCLE

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.

19. BILLING

Sellers shall raise the bill based on the energy scheduled at Delivery Point based as per Implemented Schedule of NRLDC / SLDC.

The bill towards liquidated damages (as stipulated in this RFP document) shall be separately raised.

20. PAYMENT

Energy Bill:-

BYPL shall make payment to bidder's bank account within 7 working 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.

Open Access Bill:-

The due date for the payment of bill is 7 workings days from the issue of bill (excluding the day on which the bill is received). No rebate is applicable on open access bills.

21. REBATE ON PAYMENT

A rebate @ 2 % shall be applicable on payment of only Energy bills within due date of payment.

22. LATE PAYMENT SURCHARGE

- i. A surcharge of 1.25% (One Point Two Five Per cent) per month shall be applied on all payments, outstanding after 30 days for the period of nonpayment beyond the due date. This surcharge would be calculated on a day-today basis for each day of the delay. Any disputes raised by BYPL on the energy bills shall not be treated as outstanding.

23. PAYMENT TERM / PAYMENT SECURITY TO BE MADE AVAILABLE BY THE PROCURER

BYPL shall provide revolving Letter of Credit (LC) equivalent to 100% of the weekly energy corresponding to Contracted Capacity at the tariff indicated in PPA. LC shall be opened prior to commencement of supply of power.

24. PAYMENT OF LIQUIDATED DAMAGES FOR FAILURE TO SUPPLY THE CONTRACTED 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 for the monthly basis (for each requisition separately).
- ii. In case deviation from BYPL's side is more than 15% of contracted energy for which open access has been allocated on monthly basis, BYPL 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 terms & conditions of contract.
- iii. In case deviation from Seller's side is more than 15% of contracted energy for which open access has been allocated on monthly basis, Seller shall pay compensation to BYPL 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 BYPL.
- iv. The liquidated damages shall be worked out separately for each requisition.
- v. The bill towards liquidated damages (as stipulated in this RFP document) shall be separately raised.

25. COMMUNICATION

- i. All parties shall rely on written communication only.
- ii. The Bid submitted by the Bidder and all correspondence and documents relating to the bid shall be written in English.
- iii. BYPL reserves the right to ask for the additional information from the Bidder through e-mail / fax only. Following e-mail id to be contacted for any further queries:
 - a. Sunil.kakkar@relianceada.com
 - b. Kaliraj.Sankaralingam@relianceada.com
 - c. Rohit.D.Gupta@relianceada.com

26. FORCE MAJEURE:-

Force Majeure means occurrence of any event or circumstance or combination of events and circumstances stated below that wholly or partly prevents an affected party in the performance of its obligations under PPA.

- 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, subject to documentary evidence.
- 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, pandemic, fire or landslide or acts of terrorism causing disruption of the system and the same should be certified by competent authority.
- 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.

27. CHANGE IN LAW

Change in Law means the occurrence of any of the following events after the date of acceptance of LoA resulting into any additional recurring / non recurring expenditure by the Seller or any income to the Seller.

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

28. GOVERNING LAW

All matters arising out of or in conjunction with the Bid Document and/or the bidding process shall be governed by and construed in accordance with Indian law and the Delhi Electricity Regulatory Commission (DERC) shall have exclusive jurisdiction.

29. 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. For the avoidance of doubt it is expressly clarified that this Bid Document is an offer to bid and it subject to the award of LoA / PPA by BYPL and acceptance of the LoA / PPA by the selected Bidder will be construed as acceptance of terms and Condition.

30. DISPUTE RESOLUTION

- i. All differences or disputes between the parties arising out of or in connection with this matter shall be settled through the statutory provisions under the Electricity Act 2003. 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.
 - iii. Notwithstanding any legal dispute, disagreement or difference, the parties here to, shall continue to perform the respective obligations under power purchase agreement.

Annexure- I

Format of the unconditional and Irrevocable Bank Guarantee for EMD
(to be on Non- Judicial stamp Paper of appropriate value as per stamp Act
relevant to place of execution)
BANK GUARANTEE FOR EMD

To:

In consideration of _____ (Insert Name of Bidder) submitting the Bid inter alia for supply of power on short term basis for the period _____ (Insert Date) to _____, (Insert Date) through tariff based Competitive Bidding Process in response to the _____ issued by BSES Yamuna Power Ltd. (herein after referred to as "Procurer") agreeing to consider the bid of _____ (Insert Name of Bidder) as per the terms of the bid document and the _____ (Insert Name of Bank) a Banking company registered under the Companies Act 1956 and having its license to carry out Banking Business under the Banking Regulation Act 1949 at having the registered office at _____ (Insert the address of the Bank) (hereafter referred to as Guarantor Bank) hereby agrees unequivocally, irrevocably and unconditionally to pay to _____ (Insert Name of "Procurer") or its authorized representative forthwith on demand in writing from _____ (Insert Name of Procurer) or any representative authorized by it in this behalf an amount not exceeding Rupees _____, on behalf of _____ (Insert Name of Bidder)

This guarantee shall be valid and binding on Guarantor Bank up to and including 45 days (forty five days) from date of submission of bids i.e. up to _____ and shall not be terminable by notice or any change in the constitution of the Bank or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between concerned parties.

Our liability under this Guarantee is restricted to Rupees. _____ (Insert Amount). Our Guarantee shall remain in force until _____ (Insert date). The procurer shall be entitled to invoke this guarantee until _____ (Insert date).

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by the Procurer or authorized representative thereof, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Procurer or authorized representative thereof The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection, disputes or disparities by the Bidder or any other person. The Guarantor Bank shall not require the Procurer or its authorized representative to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Procurer or its

authorized representative in respect of any payment made hereunder. This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at

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 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 Procurer 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 Procurer or its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder. The Guarantor Bank

acknowledges that this BANK GUARANTEE is not personal to the Procurer or its authorized representative and may be assigned, in whole or in part, (whether absolutely or by way of security) by Procurer to any entity to whom the Procurer is entitled to assign its rights and obligations under the RFP documents. The Guarantor Bank hereby agrees and acknowledges that the Procurer or its authorized representative shall have a right to invoke this Bank Guarantee either in part or in full, as it may deem fit. "Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs. _____(Insert Amount)
2. This Bank Guarantee shall be valid up to _____(Insert Date) and
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the Procurer" or its authorized representative serves upon us a written claim or demand on or before _____(Insert Date).

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this (InsertDate) at _____(Insert Address).

Witness

1. _____

Signature Name and Address

2. _____

Designation with Bank Stamp

Name and Address

For: ____ (insert Name of Bank)

Banker's stamp and full address

Annexure II
(To be given on the official letter of the bidder)

To,

Sh. Sunil Kakkar
V.P (Power Management)
BSES Yamuna Power Limited
A-Block, 2nd Floor, Shakti Kiran Building,
Karkarduma ,New Delhi-110092.
Tel (O)- 011-4124 7777 / 7779,
Fax No. 011-4124 7787

Acceptance of General Terms and Conditions

(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 RfP 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/RTGS Receipt. _____ dated _____ amount for Rs. _____ issued from _____ in favor of BYPL 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)

Signature:

Name: _____

Date: ____/____/_____

Designation: _____

Name of company/Org _____

Address _____

Tel:/Mob _____

STAMP/SEAL OF ORGANISATION