

RAJASTHAN URJA VIKAS NIGAM LIMITED

(CIN)-U40101RJ2015SGC048738

Regd. Office-Shed No. 5/5, Vidyut Bhawan, Jaipur, Rajasthan
Tele-0141-2744571 fax: 0141-2744347, seppruvn@gmail.com

No. SE/PP/RUVNL/F. 2017-18/D. 412

Jaipur, Dated: 27.09.2017

Sub:- Banking arrangement.

Dear Sir,

In reference to the above subject, it is intimated that RUVNL is interested in banking arrangements as mentioned in annexure – II & III

It is requested to send the best proposal in favour of Chief Engineer (RUVNL), Jaipur for power swap arrangement as mentioned in annexure – II & III latest by **12:00 Hr of 09.10.2017** positively. Proposals may be submitted for either arrangement or both. The offers suitable to RUVNL, with competitive trading margin and return percentage will be considered. The offer with proof of back to back arrangement for power swap arrangement is preferable.

Therefore, send the best proposal in hard copy in sealed envelope (e-mails will not be accepted) including EMD of Rs 2.0 Lacs for each arrangement in the form of BG in favour of Chief Engineer (RUVNL), Jaipur, initially valid up to 09.11.2017. Terms & conditions are enclosed as Annexure I.

--Sd--

**Superintending Engineer (PP)
RUVNL, Jaipur**

Copy to the following for information and n/a:-

1. The Managing Director, RUVNL, Jaipur.
2. The Chief Executive Officer, RUVNL, Jaipur
3. The Sr Accounts Officer (RUVNL), Jaipur.
4. TA to CE Jaipur for uploading of the banking tender document on web site at [www. energy.rajasthan.gov.in/ruvnl](http://www.energy.rajasthan.gov.in/ruvnl)

Superintending Engineer (PP)

Techno Commercial Terms and Conditions for Banking of Power

1. Delivery point in either case shall be regional periphery of exporting utility.
2. The banking arrangement shall be as per Arrangement I & II mentioned in Annexure-II & III. Quantum in arrangement I may be increased up to 25%.
3. Transmission Charges and Losses :
All open access charges, transmission charges, scheduling charges, concurrence charges and transmission losses including PoC charges (Injection/ withdrawal charges) and PoC losses (Injection / withdrawal losses) up to the delivery point shall be borne by the exporting utility and same beyond the delivery point shall be borne by the importing utility.
4. Scheduling:
The scheduling of this power from RUVNL as well as from trader/utility side shall be 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.

The power shall be scheduled and dispatched as per the relevant provisions of Open Access in inter- State Transmission Regulations and Procedure for Reservation of Transmission Capacity to Short Term Open Access as amended from time to time.

In case of arrangement II, RUVNL Control Room, Heerapura, Jaipur shall grant consent on day ahead/contingency/same day basis as per availability of power on the request of trader.
5. Energy Accounting:
 - a) For the power transacted under this banking arrangement during the contracted period on month to month basis, Trader/Utility shall provide a certified energy statement to RUVNL based on the REA issued by concerned RPC.
 - b) Once all the transactions are complete, Trader/Utility shall prepare a final energy account for RUVNL showing the supply and return of power in energy terms (MU's).
 - c) Settlement rate will be Rs. 3.43 per unit in case of any short fall/ non-return of power. The contracted quantum shall be at delivery point i.e at regional periphery including CTU injection losses of injecting utility and accordingly all settlement shall be at delivery point.
 - d) This banking arrangement shall be on purely energy to energy transaction basis. If the energy supplied from your side as well as from RUVNL side is in desired proportion then, no monetary transaction shall take place.
6. Trading Margin:
The bills of trading margin, if any shall be raised on the basis of provisional energy data downloaded from RLDC website for the energy supplied to RUVNL at the delivery point. The bill for the period 1st to 8th, 9th, to 15th, 16th to 23rd and 24th to end of the month shall be raised on or after 9th, 16th, 24th, day and 1st week of the next month respectively. The due date for payment of bills of trading margin shall be within 7 working days of presentation of bill

by fax excluding the day of presentation of bill. Last weekly bill will be raised on the basis of REA issued by RPC indicating energy supplied by you to RUVNL at delivery point after adjustment of trading margin already billed.

7. Payment:
 - a) The bills raised on account of trading margin shall be paid within 7 working days (Due date) of presentation of bill by hard copy/fax excluding the day of presentation of bill.
 - b) The bills raised on account of adjustment of energy shortfall shall be paid within 7 working days (Due date) of presentation of bill by hard copy/fax excluding the day of presentation of bill.
 - c) In case the 7th day is a Bank/Discom holiday, the next working day will be the due date.
8. Rebate:

A 2% rebate shall be applicable on all the payment, if the payment is made within 7 working days of presentation of bill by fax excluding the day of presentation of bill. However, no rebate shall be applicable on the Open Access bills.
9. Surcharge for Late Payment:

A Surcharge of 1.25% per month shall be charged for all the payments outstanding for more than 30 days from the date of presentation of bill by hard copy/ fax excluding the day of presentation. This surcharge shall be calculated on a day to day basis for each day of delay.
10. This offer shall become effective to the extent and for the period Open Access is granted by nodal NRLDC. Relevant formats (format-II) for return of power duly signed by importing utility is to be furnished to RUVNL in advance at the time of application for power swap arrangement from RUVNL. If it becomes necessary to alter/ amend the same on account of corridor congestion/ change in scheduling procedure, the same will also be made with mutual consent of both the parties.
11. In case of change in law or restriction imposed by Regulator (Central or State) or Government (Central or State) or Appellate Tribunal on any Court of Law on any aspect for sale or purchase of power, the same shall be binding on both the parties.
12. Force Majeure:

Any restriction imposed by NRLDC or respective SLDC on scheduling of power supply due to Transmission / Grid constraint shall be treated as Force Majeure without any liability on either side.
13. Revision of Schedule/Cancellation of open access
In case of revision/cancellation of approved open access corridor, the party seeking such revision/cancellation shall bear all the open access charges applicable under open access Regulations from injection point till the point of drawl proportionate to the extent of shortfall of the approved open access corridor.
14. Dispute resolution Mechanism
Any matter or dispute or difference of whatsoever nature, howsoever arising under, out of or in connection with the Letter of Intent (collectively called 'Disputes') between the parties herein shall be resolved by mutual consent and if the matter is not resolved within 30 days or such extended period as

mutually agreed upon, then such Dispute shall be submitted for adjudication by the Regulatory Commission as provided under section 86 of the Electricity Act 2003 and the Regulatory Commission may either adjudicate itself or refer the matter for Arbitration.”

Notwithstanding the existence of any disputes and differences referred to arbitration, the parties hereto shall continue to perform their respective obligations under the Lol.

15. EMD

EMD of Rs 2.0 Lacs for each arrangement in the form of BG in favour of Chief Engineer (RUVNL), Jaipur, valid up to 09.11.2017 with one month claim period shall be furnished with offer. Successful trader(s) is/are required to extend the validity of BG up to 31.10.2018. Sr. AO (RUVNL) shall be coordinating officer for the refund of the EMD based on certification of SE (Billing), RUVNL, Jaipur after end of period of power supply to RUVNL.

Annexure-II

ARRANGEMENT-I

RUVNL shall receive power as detailed below:-

Quantum in MW	Period of Transaction	Time period(Hrs.)	Point of Delivery
Up to 600 MW	November 2017 to February 2018	(07:00 to 17:00 Hrs)	Regional periphery

RUVNL shall return the banked energy as detailed below: -

Percentage of return to be quoted	Period of Return	Time period(Hrs.)	Point of Delivery
_____ % of banked energy (to be returned by RUVNL)	April 2018 to September 2018	(00:00 to 24:00 Hrs) Uniformly distributed over the period	Regional periphery

Trading Margin (if any) : Paisa/ kWh will be charged from RUVNL for import of power from other utility.

Authorized Signatory
(Seal)

ARRANGEMENT- II

RUVNL shall supply power on As & When available basis as detailed below:-

Quantum in MW	Period of Transaction	Time period (Hrs.)	Point of Delivery
Any surplus quantum available	October 2017	(00:00 to 24:00 Hrs) or in any time slot of the day	Regional periphery
Any surplus quantum available	November 2017 to February 2018	In any time slot other than 07 to 17 Hrs of the day	Regional periphery

RUVNL shall receive the banked energy as detailed below: -

Percentage of return to be quoted	Energy banked by RUVNL	Period of Return of banked energy to RUVNL	Time period (Hrs.)	Point of Delivery
.....%	In the month of October 2017	1 st November to 30 th November, 2017	Any time slot between 07:00 to 12:00	Regional periphery
	In the month of November 2017	1 st December 2017 to 31 st December 2017	Any time slot between 07:00 to 12:00	
	In the month of December 2017	1 st January 2018 to 31 st January 2018	Any time slot between 07:00 to 12:00	
	In the month of January 2018	1 st February 2018 to 28 th February 2018	Any time slot between 07:00 to 12:00	
	In the month of February 2018	1 st March 2018 to 31 st March 2018	Any time slot between 07:00 to 12:00	

Trading Margin (if any) : Paisa/ kWh will be charged from RUVNL for import of power from other utility.

Authorized Signatory
(Seal)

Annexure-IV

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.)

In consideration of the _____ (Insert name of the Bidder) submitting the Bid inter alia for purchase of power during the period _____ {Insert Period} on short term basis, in response to the RfP issued by Rajasthan Urja Vikas Nigam Limited vide NIT No _____ {Insert NIT No} and _____ {Insert Name of the bidder} being a bidder, required to deposit EMD as per the terms of the RfP, the _____ (insert name of bank) hereby agrees unequivocally, irrevocably and unconditionally to pay Rajasthan Urja Vikas Nigam Limited (hereinafter referred to as "Procurer") at Jaipur forthwith on demand in writing from Rajasthan Urja Vikas Nigam Limited or any Officer authorized by it in this behalf, any amount upto and not exceeding Rs. _____ (Rupees _____), on behalf of M/s _____ (insert name of Bidder).

This guarantee shall be valid and binding on this Bank up to and including _____ (insert 30th day from the date of opening of bids) and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract 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.

The Guarantor Bank hereby agrees and acknowledges that the RUVNL shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit. The bank guarantee will be invoked in the account of RUVNL as under:

Name of Account Holder	Rajasthan Urja Vikas Nigam Limited
Branch Name	SBI, Collectorate Branch, Banipark, Jaipur
IFS Code	SBIN0031026
Account No.	61310230971
Pan No.	AAHCR5957R

Our liability under this Guarantee is restricted to Rs. _____ (Rupees _____). Our Guarantee shall remain in force until _____ (insert 30th day from the date of opening of bids). The Procurer shall be entitled to invoke this Guarantee until _____ (insert date which is one month after the date in the preceding sentence).

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by the RUVNL, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the Procurer.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by the Bidder or any other person. The Guarantor Bank shall not require the RUVNL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the Procurer in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India.

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 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 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 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.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rupees _____), and it shall remain in force until _____ (insert 30th day from the date of opening of bids) with an additional claim period of one month thereafter. We are liable to pay the guaranteed amount or any part thereof under this BANK GUARANTEE only if the Procurer serves upon us a written claim or demand.

Signature _____

Name _____

Power of Attorney No. _____

For

_____ (Insert name of the Bank)

Banker's Stamp and Full Address.

Dated this _____ day of _____