NHPC LIMITED

(A GOVT. OF INDIA NAVRATNA ENTERPRISE)

एक नवरत्न कंपनी

REQUEST FOR SELECTION (RfS) OF DEVELOPER

FOR

Setting up Battery Energy Storage Systems (BESS) and Supply of Solar-plus-BESS Power utilizing the 1200 MW Solar Project at Jalaun Solar Park of BSUL, Uttar Pradesh under Tariff Based Competitive Bidding (TBCB) (Under Open Category)



Tender ID: 2026_NHPC_930977_1

CONTRACTS (CIVIL) DIVISION
REGD. OFFICE: NHPC OFFICE COMPLEX, SECTOR-33, FARIDABAD – 121003

CIN: L40101HR1975GOI032564

DISCLAIMER

1. Though adequate care has been taken while preparing the Request for Selection (RfS) document, the Bidder shall satisfy himself that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any bidder prior to the last date for seeking the clarification, it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder.
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6. In case of any discrepancy in the documents uploaded on the websites of NHPC and CPP portal, the documents uploaded on the CPP Portal will prevail.

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Section 1

NOTICE INVITING TENDER (NIT)

एनएचपीसी
NHPC
एक नवरत्न कंपनी

एनएचपीसी लिमिटेड
(भारत सरकार का उद्यम)
NHPC Limited
(A Govt. of India Enterprise)

एनएचपीसी कार्यालय परिसर,
सेक्टर-33, फरीदाबाद-121003

निविदा आमंत्रण सूचना
चयन के लिए अनुरोध (RfS)

(घरेलू प्रतिस्पर्धात्मक निविदा – खुली निविदा)
के अंतर्गत
टैरिफ आधारित प्रतिस्पर्धी निविदा प्रक्रिया के साथ ई-रिवर्स ऑक्शन
(ई-निविदा)

निविदा आईडी: 2026_NHPC_930977_1

एनएचपीसी लिमिटेड द्वारा, बुंदेलखंड सौर ऊर्जा लिमिटेड (एनएचपीसी लिमिटेड और उत्तर प्रदेश नवीन एवं नवीकरणीय ऊर्जा विकास एजेंसी, यानि यूपीनेडा, का एक संयुक्त उद्यम, जिसे आगे "नियोक्ता/स्वामी" के रूप में संदर्भित किया जाएगा) की ओर से "**उत्तर प्रदेश में बीएसयूएल के जालौन सोलर पार्क की 1200 मेगावाट सौर परियोजना का उपयोग करते हुए बैटरी ऊर्जा भंडारण प्रणाली (BESS) की स्थापना तथा सौर ऊर्जा एवं बैटरी ऊर्जा भंडारण प्रणाली (Solar-plus-BESS) से विद्युत आपूर्ति**" टैरिफ आधारित प्रतिस्पर्धी बोली **(TBCB)** ओपन श्रेणी के अंतर्गत विकासकर्ताओं के चयन के लिए अनुरोध हेतु - पात्र बोलीदाताओं से ई-रिवर्स नीलामी (ई-आरए) सहित सिंगल-स्टेज, टू-पार्ट बिडिंग बेसिस (अर्थात् भाग-I तकनीकी बोली और भाग-II वित्तीय बोली) में :बोलियाँ आमंत्रित की जाती हैं।

सम्पूर्ण RfS दस्तावेज / निविदा दस्तावेज को केन्द्रीय लोक प्रापण (सीपीपी) पोर्टल **http://eprocure.gov.in/eprocure/app.** से देख व डाउनलोड़ कर सकते हैं । इस साइट को सीपीपी पोर्टल एवं एनएचपीसी की वेबसाइट www.nhpcindia.com के ई-प्रोक्योरमेंट कॉर्नर के माध्यम भी देखा जा सकता है । यद्दपि निविदादाता जो इस निविदा में भाग लेना चाहते हैं तो वे निविदा दाता ई- टेण्डरिंग हेतु ऑन लाइन बोलीदाता पंजीकरण करने के पश्चात उक्त पोर्टल से बोली दस्तावेज डाउनलोड कर सकते हैं। यद्यपि, इस बोली को निविदा प्रस्तुत करने की अंतिम तारीख व समय तक केवल **http://eprocure.gov.in/eprocure/app** पर ऑनलाइन प्रस्तुत किया जाना है । निविदा दस्तावेज की हार्ड कॉपी की बिक्री लागू नहीं है ।

ई-निविदा के बाद ई-रिवर्स नीलामी (ई-आरए) आयोजित की जाएगी। ई-आरए को अपनाने के संबंध में एनएचपीसी का निर्णय अंतिम होगा।

निविदा का संक्षिप्त विवरण निम्नानुसार है :

क्र.सं.	मद	विवरण
i)	निविदा का माध्यम	ई-प्रोक्योरमैंट सिस्टम लिफ़ाफ़ा-I : ऑनलाइन तकनीकी - वाणिज्यिक बोली

		लिफ़ाफ़ा- II : मूल्य बोली
ii)	निविदा आई.डी. संख्या	2026_NHPC_930977_1
iii)	निविदा संदर्भ संख्या	NH/CCW/CC-I/CO-488/BSUL/PR/JSP/2026-27/188
iv)	प्रसंस्करण शुल्क (Processing Fee)	पैरा 3.3, सेक्शन 3ए ऑफ आरएफ़एस के अनुसार प्रोसेसिंग शुल्क एनएचपीसी लिमिटेड के पक्ष में राष्ट्रीयकृत / अनुसूचित बैंक से डिमांड ड्राफ्ट के रूप में, जो फरीदाबाद में देय हो।
v)	निविदा प्रतिभूति (ईएमडी)	₹10.00 करोड़ मात्र (केवल दस करोड़ रुपये) की राशि, जो मांगपत्र (DD)/बैंक गारंटी (BG)/ आदेश पर भुगतान साधन (POI)/बीमा सुरक्षा बांड के रूप में आईटीबी के अनुच्छेद संख्या 3.24(i) के अनुसार प्रस्तुत की जानी है।
vi)	निविदा की वैद्यता अवधि	ऑनलाइन बोली प्रस्तुत करने की अंतिम तारीख से 180 दिन
vii)	कार्य पूर्ण करने की अवधि	इस कार्य को पूर्ण करने की अवधि, पीपीए (Power Purchase Agreement) की प्रभावी तिथि से 18 (अठारह) माह होगी।
viii)	निविदा आमंत्रण करने वाले प्राधिकारी	महाप्रबंधक (सिविल संविदा- I), कमरा सं. 218, द्वितीय तल, ज्योति सदन, एनएचपीसी कार्यालय परिसर, सैक्टर-33,फरीदाबाद-(121003), हरियाणा, भारत टेली फैक्स नं०.:+91(129) 2270596 ई-मेल : contcivil1-co@nhpc.in

निविदा की महत्वपूर्ण तिथियाँ इस प्रकार है:

क्र.सं.	**विवरण**	**तारीख व समय**
i)	निविदा प्रकाशन की तारीख एवं समय	04.11.2026 (17:00 Hrs)
ii)	दस्तावेज डाउनलोड प्रारम्भ करने की तारीख व समय	04.11.2026 (17:00 Hrs)
iii)	बोली पर प्रश्नों / स्पष्टीकरण की प्राप्ति की अंतिम तिथि	16.11.2026 (upto15:00 Hrs)
iv)	निविदा पूर्व बैठक की तारीख व समय	18.11.2026 (15:00 Hrs)
v)	निविदा प्रस्तुत करने की प्रारंभ तारीख व समय	02.12.2026 (11:00 Hrs)
vi)	ऑन लाइन निविदा प्रस्तुत करने की अंतिम तारीख व समय	12.12.2026 (17:30 Hrs)
vii)	ऑफ लाइन निविदा प्रस्तुत करने की अंतिम (तारीख व समय एवं पता)	15.12.2026 (upto 17:00 Hrs) **<u>पता</u>:** महाप्रबंधक (सिविल संविदा- I), कमरा सं. 218, द्वितीय तल, ज्योति सदन, एनएचपीसी कार्यालय परिसर, सैक्टर-33,फरीदाबाद-(121003), हरियाणा, भारत टेली फैक्स नं०.:+91(129) 2270596 ई-मेल : contcivil1-co@nhpc.in

viii)	बोली खोलना: ऑनलाइन निविदा (तकनीकी बोली) (भाग- I) की दिनांक, समय और स्थान	16.12.2026 (15:00 Hrs) **<u>पता</u>:** महाप्रबंधक (सिविल संविदा- I), कमरा सं. 218, द्वितीय तल, ज्योति सदन, एनएचपीसी कार्यालय परिसर, सैक्टर-33,फरीदाबाद-(121003), हरियाणा, भारत टेली फैक्स नं०.:+91(129) 2270596 ई-मेल : contcivil1-co@nhpc.in
ix)	मूल्य बोली निविदा खोलना (लिफाफा –II) वित्तीय बोली	तकनीकी-वाणिज्यिक रूप से सफल निविदा दाताओं को स्थान, दिनांक व समय के बारे में बाद में सूचित किया जाएगा ।
x)	ई-रिवर्स नीलामी की दिनांक और समय	एनएचपीसी द्वारा अलग से सूचित किया जाएगा

'निविदा आमंत्रण सूचना' की अन्य सभी मानदंड, नियम व शर्तें अंग्रेजी भाषा में प्रकाशित "NOTICE INVITING TENDER" संस्करण के अनुरूप रहेंगी। 'निविदा आमंत्रण सूचना' के अंग्रेजी और हिंदी संस्करण के शब्दों के बीच कोई अंतर होने की स्थिति में, अंग्रेजी संस्करण मान्य होगा।

कृते एनएचपीसी लिमिटेड की ओर से,

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NOTICE INVITING TENDER

INTRODUCTION

1.1 Project Background and Solar Infrastructure:

Bundelkhand Saur Urja Limited (BSUL) (A Joint Venture of NHPC Ltd. and Uttar Pradesh New and Renewable Energy Development Agency i.e. UPNEDA herein after referred to as employer/owner) has been notified as the Solar Power Park Developer (SPPD) by the Ministry of New and Renewable Energy (MNRE), Government of India, for the development of the 1200 MW Jalaun Solar Park in District Jalaun, Uttar Pradesh.

Under this framework, as an Intermediary Procurer, BSUL has completed the selection of Solar Power Developers (SPDs) i.e. M/s Coal India Limited (CIL) and M/s NLC India Renewables Limited—for the implementation of 1200 MW of solar generation capacity across Tehsil Orai and Tehsil Madhogarh. The total annual contracted capacity is 2,419 Million Units (MU). BSUL shall execute Power Purchase Agreements (PPAs) to procure the entire 1200 MW of solar energy generated from the park.

1.2 Objective of the RfS:

BSUL intends to integrate Battery Energy Storage System (BESS) with the existing Solar Power of 2,419 Million Units (MU) in Solar + BESS configuration for meeting the firm and dispatchable power requirement of End Procurer.

Accordingly, this Request for Selection (RfS) is issued by NHPC Limited on behalf of Bundelkhand Saur Urja Limited for the selection of a Battery Energy Storage System Developer (BESSD) who shall procure the entire solar energy generated from the existing solar plants, set up the co-located BESS projects, utilize the existing solar energy for charging of BESS and schedule the Solar (remainng)-plus-BESS power as per the terms of this RfS.

1.3 Scope and Configuration Options:

The project developer will be selected through Tariff Based Competitive Bidding (TBCB) at composite Solar+BESS tarrif for following two configurations which have been devised for optimum utilization of Solar+BESS capacity based on the Energy availabily from existing solar plants.

- **Configuration I (300MW/800MW/4800MWh):** Scheduling of 300 MW of solar capacity during solar hour, coupled with the BESS capacity of 800 MW / 4,800 MWh in Non-Solar Hour.
- **Configuration II (600MW/800MW/3200MWh):** Scheduling of 600 MW of solar capacity during solar hour, coupled with BESS capacity of 800 MW / 3,200 MWh.

The developer is free to bid for either or both configurations, and PPA shall be signed for either of the configurations based on the requirement of Buying Entity.

1.4 The selected BESS Developer shall be required to set up the Battery energy storage infrastructure for the four (4) distinct blocks near the three (3) nos. 33/400 kV Pooling Substations (PSS) nearby Jalaun Solar Park. The Developer shall procure the solar energy generated from these blocks and supply the Solar-plus-BESS power to the designated Delivery Point at the ISTS CTUIL substation. With various global developments in technology and manufacturing, Renewable Energy (RE) has become the most affordable and cheapest source for meeting energy requirements. In India, the government has set an

ambitious target of reaching 500 GW of non-fossil fuel capacity by 2030. However, sources such as solar and wind energy are intermittent and cannot provide a continuous, 24/7 supply like conventional power plants. To address this variability, Energy Storage Systems (ESS) are essential. ESS store excess energy when production exceeds demand and discharge it during peak periods, ensuring a stable power supply. As India increases its reliance on renewable energy, grid stability becomes a challenge, particularly during peak periods when RE generation is insufficient. This requires additional power sources to balance the demand. ESS plays a critical role in managing these fluctuations, supporting grid operators in maintaining reliability and smooth integration of RE into the grid. Additionally, ESS connected to SPV plants can enhance the capacity utilization of RE transmission systems.

1.5 The above aspects rightly point out to the next course of direction of India's energy planning methodology- integrating Energy Storage Systems (ESS) with existing and upcoming RE capacity in order to optimize generation mix while also better utilizing the transmission infrastructure in the country. With respect to increasing the storage component in the energy mix, CEA's Report on identification of usage of storage as business case and for ancillary services, identifies Pumped Hydro Storage System (PSP) and Battery Energy Storage Systems (BESS) as the commercially deployed solutions for providing requisite storage capacity. The CEA Study has revealed that the planning model selects the battery energy storage system from the year 2027-28 onwards and a Battery Energy Storage capacity of 8680 MW/34720 Mwh (4-hour storage) is projected to be part of the installed capacity in 2022-27. This will be in addition to 7446 MW of Pumped Hydro Storage System envisaged to be a component of India's installed capacity in 2022-27.

1.6 Going forward, the planning process for transition to a greener energy mix in the country would entail integrating the planned Renewable capacity into India's energy grid while ensuring its safety and reliability. In addition to Pumped Hydro Storage Plants (PSP), Battery Energy Storage Systems (BESS) are expected to play a crucial role in supporting the grid as the share of renewable energy increases, aligning with the government's target of installing 500 GW of non-fossil fuel-based capacity by 2030. BESS assets will provide the necessary flexibility in power generation, ensuring resource adequacy and helping to balance supply and demand. Besides, Energy Storage Systems have the potential to optimize the utilization of India's transmission network, reducing congestion and minimizing the need for extensive infrastructure expansion.

1.7 Bidder shall submit bids offering contracted Capacity against Configuration-I or Configuration-II or for both the Configurations in which each location having capacity of "*75MW/200MW/1200MWh"* out of total capacity of "*300MW/800MW/4800MWh*" or "*150MW/200MW/800MWh"* out of total capacity of *600MW/800MW/3200MWh* in the prescribed formats alongwith the site location preference for which RfS(s) are submitted. The Minimum capacity against which the bids are to be submitted by the bidders shall not be less than the capacity of each location as per Column (3) of table under Clause 3.1 of Section-3A of RfS. Bidder can quote the tariff either for Configuration-I or Configuration-II or for both the Configurations. However, the total capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be up to 50% of total

contracted capacity under this RfS, and its allocation shall be limited to maximum two locations in either / both configurations.

If a bidder submits their bids for two locations capacity and during Techno-Commercial Evaluation it is observed that their bid is not responsive for two locations capacity and responsive for one capacity location only, then NHPC/BSUL may, at its discretion, ask the bidder for their consent of consideration of their bids for one location Capacity only. Bidder has to give the necessary consent within the specified time limit, failing which, the submitted bids will be treated as non responsive for all the quoted capacity.

1.8 The bidders will be short-listed by the process of e-bidding (**Single Stage Two Envelope Bidding Process. Envelope-I: Technical Bid and Envelope-II: Financial Bid)** to be followed by reverse auction process for both the congigurations for selection of bidders. E-bidding is a new methodology for conducting Public Procurement in a transparent and secured manner. For conducting electronic tendering, NHPC Ltd. is using the Central Public Procurement (CPP) Portal http://eprocure.gov.in/eprocure/app. The site can also be viewed through e-procurement corner of NHPC website www.nhpcindia.com and CPP Portal.

OVERVIEW OF RfS:

1.9 Battery Energy Storage System Developers (hereinafter referred to as BESSDs) selected by BSUL based on this RfS, shall set up the BESS on Build Own Operate (BOO) basis in accordance with the provisions of this RfS document and standard PPA.

SELECTION OF TECHNOLOGY & ELIGIBLE PROJECTS UNDER THIS RfS

1.10 Under this RfS, Battery Energy Storage System Developer (BESSD) shall procure the entire solar energy generated from the existing solar plants, set up the co-located BESS projects utilizing the existing solar energy for charging of BESS and schedule the Solar-plus-BESS power upto the delivery point i.e 765/400 KV Substation of PGCIL through power evacuation infrastructure developed by BSUL. All approvals, permits and clearances required for setting up of the BESS Project and/or dedicated transmission network upto the designated Pooling Sub-Station (PSS) of BSUL including those required from State Government and local bodies, shall be in the scope of the BESSD. The BESS Projects to be selected under this scheme is meant to provide for deployment of Battery Energy Storage Technology. However, the selection of BESS Projects would be technology agnostic within the above segment.

1.11 The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. available, if any, for such Projects. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all Bidders at the time of tendering itself, it is up to the Bidders to avail various tax and other benefits. No claim shall arise on the NHPC/BSUL for any liability if Bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff. The NHPC/BSUL shall not bear responsibility for any availability or non-availability of fiscal incentive and submission of the bid by the Bidder shall be independent of such availability or non-availability as the case may be of the fiscal incentives.

GUIDELINES FOR IMPLEMETATION OF THE RfS

1.12 This RfS document has been prepared based on the following guideline:

Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems" issued vide Gazette Resolution no. 23/03/2023-R&R dated 09.06.2023 (including subsequent amendments and clarifications thereof), read with the Electricity (Amendment) Rules, 2022, dated 29th December 2022

1.13 BSUL hereby invites proposals for setting up of BESS Projects, utilizing the energy from existing solar plants for charging of BESS and schedule the Solar-plus-BESS power in either configuration i.e. "300MW/800MW/4800MWh" or 600MW/800MW/3200MWh to meet Solar and Non-Solar Hour requirements of the buying entity/ DISCOM.

Being lowest bidder does not entail the bidders to be eligible for issuance of LOAs. LOAs shall be issued for the capacities depending on the confirmation of configuration from Buying Entity for offtake of solar-plus-BESS power at the discovered tariff, arriving at a mutual agreement between BSUL and Buying Entity for setting up of such projects and the decision of BSUL in this regard shall be final and binding on the bidders.BSUL shall enter into a Power Purchase Agreement (PPA) with the successful Bidders selected based on this RfS, for availing the Solar-plus-BESS Energy as per the terms, conditions and provisions of the RfS and PPA. It is clarified that BESSD shall procure the entire power from the SPPD (BSUL) from the co – located Solar Projects in Jalaun Solar Park at tariff as detailed hereunder.

Table: 1

Sl No	Location	Developer	Capacity (MW)	Energy at CUF 23% (MU)	Tariff (Rs/kWh)
1	Madhogarh	Coal India Ltd	300	604.75	2.61
2	Madhogarh	Coal India Ltd	300	604.75	2.61
2	Pathrahi	NLC India Renewables Ltd.	300	604.75	2.62
3	Orai	NLC India Renewables Ltd.	300	604.75	2.62

1.14 Deleted

GENERAL

1.15 The complete RfS Documents are available at CPP portal http://eprocure.gov.in/eprocure/app. The site can also be viewed through e-procurement corner of NHPC website www.nhpcindia.com and CPP Portal. Interested bidders shall download the RfS Documents from the CPP portal http://eprocure.gov.in/eprocure/app as per the provisions available therein.

1.16 For proper uploading of the bids on the portal namely http://eprocure.gov.in/eprocure/app *(hereinafter referred to as the 'portal'), it shall be the sole responsibility of the bidders to*

apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal. The NHPC in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of ITB of the Bidding Documents.

1.17 A Single Stage Two Envelope Bidding Procedure will be adopted and will proceed as detailed in the RfS Documents. Bidding will be conducted through the Domestic competitive bidding procedures as per the provisions of ITB and the contract shall be executed as per the provisions of this RfS. It shall be noted that the respective rights of the NHPC and the Bidder/ BESSD shall be governed by the RfS Documents/PSA signed between the BSUL and the BESSD for the project.

1.18 Bidders should submit their bid proposal online complete in all aspect on or before last date and time of Bid Submission as mentioned on CPP portal (http://eprocure.gov.in/eprocure/app).

1.19 Bidder shall submit bid proposal along with Bid Processing Fees (non-refundable) and Earnest Money Deposit (EMD) complete in all respect as per the Bid Document. Techno-commercial bids will be opened in online presence of authorized representatives of bidders who wish to be present online. Bid proposals received without the prescribed Bid Processing Fees and Earnest Money Deposit (EMD) may be considered as non-responsive.

In the event of any date indicated is a declared Holiday, the next working day shall become operative for the respective purpose mentioned herein.

1.20 1.20 RfS documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from CPP portal (http://eprocure.gov.in/eprocure/app). Any amendment(s) / corrigendum(s) / clarification(s) with respect to this RfS shall be uploaded on CPP portal. The Bidder should regularly check for any Amendment(s) / Corrigendum(s) / Clarification(s) on the above mentioned website.

1.21 For multiple Projects, separate Performance Bank Guarantees shall be furnished against each Project being executed under this RfS by the BESSD after issuance of Letter of Award (LOA) by BSUL.

1.22 The detailed Qualifying Requirements (QR) is given in Section 3A of the RfS.

1.23 NHPC shall conduct e-Reverse Auction (e-RA) as per provisions of RfS documents.

1.24 NHPC has issued this RfS in the capacity of BESS Implementing Agency (BIA) as defined in the aforementioned Guidelines. BSUL may develop a suitable monitoring mechanism, to analyze the performance of the Project and carry out random checks to verify compliance of quality standards.

1.25 ***NHPC reserves the right to cancel / withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.***

INTERPRETATIONS

1. Words comprising the singular shall include the plural & vice versa.

2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.

3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.

4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.

5. The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

Section 2

Definitions

Definitions

2.0 Definitions

i) ***"ACT"*** OR ***"ELECTRICITY ACT, 2003"*** shall mean the Electricity Act, 2003 andinclude any modifications, amendments and substitution from time to time;

ii) ***"AFFILIATE"*** shall mean a Company that, directly or indirectly, controls, or is controlled by, or is under common control with, a Company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such company or right to appoint majority Directors;

iii) "***AGREEMENT" OR "POWER PURCHASE AGREEMENT" OR "PPA"*** shall mean this Power Purchase Agreement including its recitals and Schedules, amended or modified from time to time in accordance with the terms hereof;

iv) ***"APPROPRIATE COMMISSION"*** Appropriate Commission shall mean Central Electricity Regulatory Commission (CERC) or Uttar Pradesh Electricity Regulatory Commission (UPERC) as the case may be;

v) **"*ANNUAL AVAILABILITY*"** For a particular Contract Year, "Annual Availability" shall be the average availability of the Contracted BESS and Solar capacity during that particular Contract Year, calculated as per the RfS;

vi) ***"BACKDOWN"*** shall mean part of Contracted Capacity available for scheduling but not scheduled based on instructions from Buying Entity/SLDC/ RLDC, as the case may be.

vii) ***"BATTERY ENERGY STORAGE PROJECT" or "BATTERY ENERGY STORAGE SYSTEMS" or "BESS"*** shall mean the system(s)/projects of …….MW/ MWh, located at …. having a separate control system, metering and single point of injection into the grid at Interconnection/Metering point at Pooling Sub-Station (PSS) and utilizing methods and technologies such as electrochemical batteries (Lead Acid, Li-ion, solid state batteries, flow batteries etc.), providing a facility that can store energy and deliver the stored energy in the form of electricity, including ancillary facilities (grid support, for example).

It also includes all units and auxiliaries, Battery Energy Management System including associated applications / software; bay/s for transmission system in the switchyard, dedicated transmission line up to the interconnection Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility; whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of above-mentioned Battery Energy Storage Capacity as per this Agreement;

viii) ***"BATTERY ENERGY STORAGE SYSTEM DEVELOPER" or "BESSD" or "DEVELOPER" or "PROJECT DEVELOPER"*** shall mean the entity owning/operating the BESS facility for supply of power under the PPA, and shall refer to the Bidding Company or a Bidding Consortium participating in the bid and

having been selected and allocated a Project capacity by the BSUL (through a competitive bidding process), including the SPV formed by the selected bidder/ consortium for the purpose of setting up of the Project and signing of PPA with the BSUL.

ix) ***"BATTERY CELL"*** shall mean the electrochemical device of the battery energy storage system that stores electrical energy in chemical energy and converts chemical energy into electrical energy, which consists of a positive (cathode) and a negative (anode) electrode with the capability to generate electricity

x) ***"BATTERY CYCLE"*** shall mean the charging of the battery from the depth of discharge to its maximum rating and discharging to its minimum specified rating equivalent to the depth of discharge to complete one cycle of a battery energy storage system: Provided "Depth of Discharge (DoD)" means the level to which a battery can be discharged relative to the maximum possible amount of energy that can be discharged by the battery in a single operational cycle, expressed as a percentage.

xi) ***"BID" or "PROPOSAL"*** shall mean the documents submitted by the Bidder towards meeting the techno-commercial and financial qualifying requirements, along with the price bid submitted by the Bidder **and submissions during the e-Reverse Auctions, if applicable**, as part of its response to the RfS issued by NHPC.

xii) ***"BIDDER"*** shall mean Bidding Company or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company / Bidding Consortium / Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally.

xiii) ***"BIDDING CONSORTIUM" OR "CONSORTIUM"*** shall refer to a group of companies that has collectively submitted the response in accordance with the provisions of this RfS under a Consortium Agreement.

xiv) ***"BID CAPACITY/ QUOTED CAPACITY""*** shall mean aggregate contracted capacity of the Battery Energy Storage System(s) as proposed by the Bidder.

xv) ***"BID FLOATING AGENCY""*** shall mean NHPC Limited on behalf of BSUL i.e. the Bidding Agency designated for issuing the tender documents and carrying out the process of selection of Successful Bidders under the scheme Guidelines .

xvi) ***"BILL DISPUTE NOTICE"*** shall mean the notice issued by a Party raising a Dispute regarding a Monthly Bill or a Supplementary Bill issued by the other Party;

xvii) ***"BUSINESS DAY"*** shall mean with respect to BESSD and BSUL, a day other than Sunday or a statutory holiday, on which the banks remain open for business in Uttarpradesh and State where BESSD Registered Office is located both;

xviii) ***"BUYING ENTITY" or "BUYING UTILITY" OR DISCOMS or "END PROCURER"*** Buying Entity / Utility shall mean Distribution Companies (DISCOMs);.

xix) ***"CERC"*** shall mean the Central Electricity Regulatory Commission of India, constituted under sub – section (1) of Section 76 of the Electricity Act, 2003, or its successors;

xx) ***"CENTRAL TRANSMISSION UTILITY" or "CTU"*** shall mean the Government Company notified by the Central Government under Sub-Section (1) of Section 38 of the Electricity Act, 2003.

xxi) ***"CHARGING POWER"*** Shall mean the requirement of energy to charge the contracted capacity and additional energy considering Minimum system efficiency as per RfS.

xxii) ***"CHANGE IN LAW"*** shall have the meaning ascribed thereto in Article 12 of this Agreement;

xxiii) ***"CHARTERED ACCOUNTANT"*** shall mean a person practicing in India or a firm whereof all the partners are practicing in India as Chartered Accountants within the meaning of the Chartered Accountants Act, 1949;

For bidders incorporated in countries other than India, "Chartered Accountant" shall mean a person or a firm practicing in the respective country and designated/ registered under the corresponding Statutes/ laws of the respective country.

xxiv) **"*COMMISSIONING*"** The Project will be considered as commissioned if all equipment as per rated Project Capacity has been installed, synchronized with Grid demonstrated all required parameters as per procedure in Schedule 3 of this Agreement and certification of the same by BSUL.

xxv) ***"COMMENCEMENT OF POWER SUPPLY"*** shall mean the date of onset of commercial offtake of power supply under the PPA. Prior to declaration of commencement power supply, the BESSD shall submit COD certificate upon receipt of successful completion of trial run certificate by the respective SLDC/RLDC for the corresponding Installed Capacity to BSUL as part of the requisite documents;

xxvi) ***"COMMERCIAL OPERATION DATE (COD)"*** shall mean the date on which the commissioning certificate is issued by the commissioning committee constituted by BSUL upon successful commissioning of the full capacity of the Project or the last part capacity of the Project as the case may be;

Such date of the issuance of Commissioning Certificate shall be deemed to be the date on which BESSD has successfully demonstrated the compliance of the all requirements for the commissioning as well as commercial operation for the entire Contracted Capacity and commencement of supply of power of full contracted capacity as per provisions of PPA read along with provisions of the RfS.

xxvii) ***"COMPANY"*** shall mean a body corporate incorporated in India under the Companies Act, 2013 or any law in India prior thereto relating to Companies, as applicable;

xxviii) ***"COMPETENT COURT OF LAW"*** shall mean any court or tribunal or any similar judicial or quasi- judicial body in India that has jurisdiction to adjudicate upon issues relating to this Agreement;

xxix) ***"CONSENTS, CLEARANCES AND PERMITS"*** shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any

concerned authority for the purpose of setting up of the Project and providing energy storage facility under this Agreement;

xxx) ***"CONSULTATION PERIOD"*** shall mean the period of ninety (90) days or such other longer period as the Parties may agree, commencing from the date of issuance of a BESSD Preliminary Default Notice or BSUL Preliminary Default Notice as provided in Article 13 of this Agreement, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances;

xxxi) ***"CONTRACT YEAR"*** shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that:

(i) in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and

(ii) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement

xxxii) ***"CONTRACTED CAPACITY"*** shall mean …… [Insert the Project Capacity] (Solar)MW/ (BESS)….MW/ (BESS)…..MWh, which is the Capacity (discharge capacity) contracted with BSUL for supply by the BESSD at the Delivery Point from the Project.

For avoidance of any doubt it is clarified that it shall be the sole responsibility of BESSD to make all required arrangements including physical-techno-commercial demarcation.

xxxiii) **"*CONTROL*"** shall mean the ownership, directly or indirectly, of more than fifty percent (50%) of the voting shares of such company or right to appoint majority of its directors;

xxxiv) ***"CONTROLLING SHAREHOLDING"*** shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium;

xxxv) **"*CENTRAL TRANSMISSION UTILITY (CTU)"*** shall mean the Central Transmission Utility as defined in sub-section (10) of section 2 of the Electricity Act 2003.

xxxvi) **"DAY"** shall mean a day, if not a Business Day, the immediately succeeding Business Day.

xxxvii) ***"DECLARED CAPACITY"*** shall mean the capability to deliver ex-bus electricity in MW and MWh declared by the such generating company or transmission licensee, during the day, duly taking into account the stored electricity after successful charging.

xxxviii) ***"DELIVERY POINT"*** shall mean the interconnection point at the voltage level of 400 KV [Insert Voltage Level] at 765/400 KV **Grid** Sub-station at Ait, Orai through the dedicated transmission line connecting the 33/400 KV Pooling substation (PSS) of BSUL with the 765/400 KV Grid sub station.

Metering shall be done at the delivery point where the power is injected into / drawn. For interconnection with grid and metering, the BESSD shall abide by the relevant and applicable regulations, Grid Code notified by the CERC or (and) Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time, or orders passed thereunder by the appropriate commission or CEA or CTUIL.

Subject to provisions of this Agreement, for the Contracted Capacity, all charges and losses towards offtake of power shall be to the account of the Buying Entity beyond delivery point.

Any penalty or cost like deviation settlement mechanism etc. upto CTUIL Sub station which is not attributable to Buying Entity shall be borne by the BESSD. In case it is paid by BSUL on behalf of Buying Utilities / BESSD, the same shall be recovered from the Buying Utilities / BESSD (as applicable);

xxxix) ***"DISCOM" OR "BUYING UTILITY" OR BUYING ENTITY"*** shall mean the Buying Entity i.e DISCOMs who have signed/will sign the PSA (s) with BSUL for purchase of Solar-plus-BESS Capacity;

xl) ***"DISPUTE"*** shall mean any dispute or difference of any kind between BSUL and the BESSD, in connection with or arising out of this Agreement including but not limited to any issue on the interpretation and scope of the terms of this Agreement as provided in Article 16 of this Agreement;

xli) ***"DUE DATE"*** shall mean the forty-fifth (45th) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by the BSUL or, if such day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by the BSUL.

xlii) **"*EFFECTIVE DATE*"** shall have the meaning ascribed thereto in Article 2.1 of this Agreement;

xliii) ***"ELECTRICITY LAWS"*** shall mean the Electricity Act, 2003 and the rules and regulations made there under from time to time along with amendments thereto and replacements thereof and any other Law pertaining to electricity including regulations framed by the Appropriate Commission;

xliv) ***"ENERGY ACCOUNTS"*** shall mean the state energy accounts as specified in the Grid Code issued by the appropriate agency for each Month (as per their prescribed methodology), including the revisions and amendments thereof or where such state energy accounts are not issued, Joint Meter Reading (JMR) will be considered; BSUL reserves the right to choose from any of the above, i.e. JMR/SEA, based on the acceptance of the same by the Buying Utility/ DISCOM;

xlv) **"EQUITY"** shall mean Net Worth as defined in Companies Act, 2013.

xlvi) ***"EVENT OF DEFAULT"*** shall mean the events as defined in Article 13 of this Agreement;

xlvii) ***"EXPIRY DATE"*** Shall mean the date occurring as on twenty five (25) years from the Scheduled Commissioning Date (SCD) or the date of full commissioning of the Project, whichever is later, subject to the condition that the contracted capacity shall be made available to BSUL for a period upto 25 years from the Scheduled Commissioning Date (SCD) or the date of full commissioning of the Project, whichever is later, unless extended by the Parties as per this Agreement;

xlviii) ***"FACILITATION CHARGE"*** Facilitation charge @5 Paisa per Unit to be passed on to GoUP, on sale of power outside state of UP if any, as per UMREPP guideline

xlix) **"*FINANCIAL CLOSURE*"** shall mean compliance with the requirements under Article 3.1 of this Agreement;

l) ***"FINANCING AGREEMENTS"*** shall mean the agreements pursuant to which the BESSD has sought financing for the Project including the loan agreements, security documents, notes, indentures, security agreements, letters of credit and other documents, as may be amended, modified, or replaced from time to time, but without in anyway increasing the liabilities of BSUL;

li) ***"FORCE MAJEURE" or "FORCE MAJEURE EVENT"*** shall have the meaning ascribed thereto in Article 11 of this Agreement;

lii) **"*GUIDELINES or "SCHEME*"** shall mean the Guidelines for "Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services" issued by the Ministry of Power vide Gazette Resolution dated 10th March 2022, including subsequent amendments and clarifications, issued until the last date of bid submission of the referred RfS;

liii) ***"GRID CODE" / "IEGC" or "STATE GRID CODE"*** shall mean the Grid Code specified by the CERC under Clause (h) of Sub-section (1) of Section 79 of the Electricity Act, as amended from time to time, and/or the State Grid Code as specified by the concerned State Commission, referred under Clause (h) of Sub- section (1) of Section 86 of the Electricity Act 2003, as applicable;

liv) ***"GROUP COMPANY"***

(i) a Company which, directly or indirectly, holds 10% (ten percent) or more of the share capital of the Company or;

(ii) a Company in which the Company, directly or indirectly, holds 10% (ten percent) or more of the share capital of such Company or;

(iii) a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;

(iv) a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;

(v) a Company which is under common control with the Company, and control means ownership by one Company of at least 10% (ten percent) of the share capital of the other Company or power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise.

Provided entities which have Government shareholding, financial institution, scheduled bank, foreign institutional investor, Non-Banking Financial Company, and any mutual fund, pension funds and sovereign fund shall not be deemed to be Group Company and its shareholding and the power to direct or cause to be directed the management and policies of a Company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project.

lv) **"ISTS"** shall mean Inter-State Transmission System.

lvi) **"InSTS"** shall mean Intra-State Transmission System.

lvii) ***"INDIAN GOVERNMENTAL INSTRUMENTALITY"*** shall mean the Government of India, Governments of state(s)…….. [Insert the name(s) of the state(s) in India, where the Power Project, BSUL and BESSD are located] and any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or the above state Government(s) or both, any political sub-division of any of them; including any court or Appropriate Commission(s) or tribunal or judicial or quasi-judicial body in India;

lviii) ***"INSURANCES"*** shall mean the insurance cover to be obtained and maintained by the BESSD in accordance with Article 8 of this Agreement;

lix) ***"INTER-CONNECTION POINT"*** shall mean the interconnection point at the voltage level of 33 KV [Insert Voltage Level] at …… ……[Insert name of the BSUL PSS] Pooling **S**ub-station including the dedicated transmission line (if any) connecting the Project with the 33/400 KV Pooling substation (PSS) as specified in the RfS document.

Metering shall be done at the Interconnection point where the power is injected into / drawn. For interconnection with grid and metering, the BESSD shall abide by the relevant and applicable regulations, Grid Code notified by the CERC or / (and) Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time, or orders passed thereunder by the appropriate commission or CEA or CTUIL.

Any penalty or cost like deviation settlement mechanism etc. upto CTUIL Sub station which is not attributable to Buying Entity shall be borne by the BESSD. In case it is paid by BSUL on behalf of Buying Utilities / BESSD, the same shall be recovered from the Buying Utilities / BESSD (as applicable);

lx) ***"INTERCONNECTION FACILITIES"*** shall mean the facilities on BESSD's side of the Delivery Point for scheduling, transmitting and metering the electrical output in accordance with this Agreement and which shall include, without limitation, all other transmission lines and associated equipment, transformers, relay and switching equipment and protective devices, safety equipment and RTU, Data Transfer and

Acquisition facilities for transmitting data subject to Article 7, the Metering System required for supply of power as per the terms of this Agreement;

lxi) ***"INTERMEDIARY AGENCY"*** shall mean BSUL;

lxii) ***"INVOICE" or "BILL"*** shall mean either a Monthly Bill / Supplementary Bill or a Monthly Invoice/ Supplementary Invoice raised by any of the Parties;

lxiii) ***"JOINT CONTROL"*** shall mean a situation where none of the promoter shareholders has more than 50% shareholding in the paid-up share capital and voting rights in the BESSD, and the control is exercised jointly;

lxiv) ***"LATE PAYMENT SURCHARGE"*** shall have the meaning ascribed thereto in Article 10.3.3 of this Agreement;

lxv) ***"LAW"*** shall mean in relation to this Agreement, all laws including Electricity Laws in force in India and any statute, ordinance, regulation, notification or code, rule, or any interpretation of any of them by an Indian Governmental Instrumentality and having force of law and shall further include without limitation all applicable rules, regulations, orders, notifications by an Indian Governmental Instrumentality pursuant to or under any of them and shall include without limitation all rules, regulations, decisions and orders of the Appropriate Commissions;.

lxvi) ***"LEAD MEMBER OF THE BIDDING CONSORTIUM" or "LEAD MEMBER"***: There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium;

Note: The shareholding of the Lead member in the Project Company (Special Purpose Vehicle) cannot be changed till 01 (one) year after the Commercial Operation Date (COD) of the Project.

lxvii) ***"LETTER OF AWARD" OR "LOA"*** shall mean the letter issued by the BSUL to the Selected Bidder for award of the Project.

lxviii) ***""LETTER OF CREDIT" or "L/C"*** shall have the meaning ascribed thereto in Article 10.4 of this Agreement;

lxix) ***"MCR (BESS)" MAXIMUM CONTINUOUS RATING OF BATTERY ENERGY STORAGE SYSTEM"*** shall mean the maximum continuous amount of power (in MW) during discharge of integrated energy storage system guaranteed by the manufacturer at rated parameters for the specific period (in hours).

lxx) ***"MEMBER IN A BIDDING CONSORTIUM" or "MEMBER"*** shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company.

lxxi) **"MNRE"** shall mean the Ministry of New and Renewable Energy, Government of India;

lxxii) **"MoP"** shall mean the Ministry of Power, Government of India;

lxxiii) **"MONTH"** shall mean a period of thirty (30) days from (and excluding) the date of the event, where applicable, else a calendar month;

lxxiv) **"MONTHLY AVAILABILITY"** For a particular Month, "Monthly Availability" shall be the average availability of the Solar capacity and Contracted BESS capacity separately during that particular Month, calculated as per the RfS;

lxxv) **"NET-WORTH"** shall mean the Net-Worth as defined section 2 of the Companies Act, 2013.

lxxvi) **"*PAID*-UP SHARE CAPITAL"** shall mean shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013.

lxxvii) ***"PARENT"*** shall mean a Company, which holds more than 50% voting rights and paid up share capital either directly or indirectly in the Project Company or a Member in a Consortium developing the Project***;***

lxxviii) ***"PARTY" AND "PARTIES"*** shall have the meaning ascribed thereto in the recital to this Agreement;

lxxix) ***"PAYMENT ON ORDER INSTRUMENT" or "POI"*** shall mean the irrevocable unconditional letter of undertaking issued by either of the three institutions, viz., (i) Indian Renewable Development agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited., as an alternative to submission of Performance Bank Guarantee by the BESSD to BSUL, issued in the form attached with the RfS;

lxxx) ***"PAYMENT SECURITY MECHANISM"*** shall have the meaning ascribed thereto in Article 10.4 of this Agreement;

lxxxi) ***"PERFORMANCE BANK GUARANTEE" OR "PBG"*** shall mean the irrevocable unconditional bank guarantee, submitted by the BESSD to BSUL in the form attached with the RfS;

lxxxii) **"*POOLING SUBSTATION/POOLING POINT*"** shall mean a point where more than one Project may connect to a common Transmission System. Multiple Projects can be connected to a pooling substation from where common transmission system shall be constructed and maintained by the SPPD to get connected to the ISTS substation. Further, the metering of the pooled power shall be done at the Delivery point, i.e. the ISTS substation. The voltage level of transmission system of individual projects up to the SPPD pooling substation shall be at 33 kV. The losses in the common transmission system up to the delivery point (CTUIL-ISTS) shall be borne and apportioned to the individual Projects for the purpose of billing.

lxxxiii) ***"POWER SALE AGREEMENT (PSA)"*** shall mean the Power Sale Agreement (PSA) entered between the DISCOMs / Buying Entity and BSUL for onward sale of Sola-plus-Battery Energy Storage Capacity being procured under this Agreement, and forms **Schedule-4** of this Agreement;

lxxxiv) ***"PRELIMINARY DEFAULT NOTICE"*** shall have the meaning ascribed thereto in Article 13 of this Agreement;

lxxxv) ***"PROJECT CAPACITY"*** Shall mean [Insert the capacity] (Solar)….. MW/ (BESS)….. MW/ (BESS)…..MWh [as per LoA] of Project, which [Insert name of BESSD] is required to Build Own Operate and supply such Solar-plus-BESS

Capacity as per provisions of this Agreement read harmoniously with RfS Documents and LOA.

lxxxvi) ***"PROJECT LOCATION"*** shall mean the area identified by the BESSD, comprising village(s), Tehsil(s)/Taluk(s) and District(s) within a State, where the Project is being implemented.

lxxxvii) ***"POWER ON DEMAND"*** shall mean the requirement of the Buying Entity / BSUL based on its requirements during the time of day and night, subject to provisions of the RfS and PPA

lxxxviii) ***"PRUDENT UTILITY PRACTICES"*** shall mean the practices, methods and standards that are generally accepted internationally from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation and maintenance of Energy Storage System equipment and which practices, methods and standards shall be adjusted as necessary, to take account of:

a) operation and maintenance guidelines recommended by the manufacturers of the plant and equipment to be installed / used for the Project Battery Energy Storage Project;
b) the requirements of Indian Law; and the physical conditions at the site of the Project;
c) Installation, Operation, Maintenance and Safety Guidelines / Rules/ Regulations for BESS/ Projects / Power Projects issued by Central Government Instrumentality;

lxxxix) ***"RATED CAPACITY"*** shall mean the total amount of energy that can be stored in the energy storage system as per the specifications of the original equipment manufacturer, expressed in terms of kilowatt hours (kWh) or megawatt-hours (MWh).

xc) ***"RBI"*** shall mean the Reserve Bank of India;

xci) ***"REBATE"*** shall have the same meaning as ascribed thereto in Article 10.3.4 of this Agreement;

xcii) ***"RfS" or "RfS DOCUMENT" or "BIDDING DOCUMENT(S)" or "TENDER DOCUMENTS"*** shall mean the "Request for Selection" document issued by the NHPC including standard Power Purchase Agreement and Power Sale Agreement along with subsequent clarifications and amendments thereof.

xciii) ***"RLDC"*** shall mean the relevant Regional Load Dispatch Centre established under Sub-section (1) of Section 27 of the Electricity Act, 2003;

xciv) ***"ROUND TRIP EFFICIENCY" or "RTE (BESS)"*** shall mean the quantum of energy delivered by the energy storage system of the generating station or the transmission system as a percentage of the energy supplied for charging the integrated energy storage system which shall be 85% or higher during the month.

xcv) ***"RPC"*** shall mean the relevant Regional Power Committee established by the Government of India for a specific region in accordance with the Electricity Act, 2003 for facilitating integrated operation of the power system in that region;

xcvi) ***"RUPEES", "Rs.","INR" or "₹"*** shall mean Indian rupees, the lawful currency of India;

xcvii) **"*SCHEDULED COMMISSIONING DATE" or "SCD OF THE PROJECT*"** shall mean the maximum timeline for commissioning of Projects without any liquidated damages and shall be the date as on 18 months after the Effective Date of the PPA **[Insert Date];**

xcviii) ***"SCHEDULED COMMENCEMENT OF SUPPLY DATE" or "SCSD"*** shall mean [*Insert Date as per applicable provisions of the RFS*], unless extended in accordance with the terms of the Agreement;

xcix) ***"SERC"*** shall mean the Electricity Regulatory Commission of any State in India constituted under Section-82 of the Electricity Act, 2003 or its successors, and includes a Joint Commission constituted under Subsection (1) of Section 83 of the Electricity Act 2003;

c) ***"SLDC"*** shall mean the center established under Sub-section (1) of Section 31 of the Electricity Act 2003, relevant for the State(s) where the Delivery Point is located;

ci) ***"SLDC CHARGES"*** shall mean the charges levied by the SLDC of the state wherein the Project is located;

cii) ***"SOLAR POWER PARK DEVELOPER" or "SPPD"*** shall mean the entity responsible for the development of the Jalaun Solar Park, i.e., BSUL;

ciii) ***"STATE OF CHARGE"*** shall mean the amount of the charge an energy storage system has available for the supply of electricity at a given time and is expressed in percentage capacity with reference to its rated capacity."

civ) ***"STATE TRANSMISSION UTILITY" or "STU"*** shall mean the Board or the Government company notified by the respective State Government under Sub-section (1) of Section 39 of the Act;

cv) ***"STU OR STATE TRANSMISSION UTILITY or STU"*** shall mean the Board or the Government Company notified by the respective State Government under Sub-Section 1 of Section 39 of the Electricity Act 2003;

cvi) ***"STATUTORY AUDITOR"*** shall mean the auditor appointed under the provisions of the Companies Act, 1956 / Companies Act, 2013 (as the case may be) or under the provisions of any other applicable governing law.

cvii) ***"TARIFF" or "APPLICABLE TARIFF"*** Shall have the same meaning as provided for in Article 9 of this Agreement;

cviii) ***"TARIFF PAYMENT"*** shall mean the payments to be made under Monthly Bills as referred to in Article 10 and the relevant Supplementary Bills;

cix) ***"TERMINATION NOTICE"*** shall mean the notice given by either Parties for termination of this Agreement in accordance with Article 13 of this Agreement;

cx) ***"TERM OF AGREEMENT"*** shall have the meaning ascribed thereto in Article 2 of this Agreement;

cxi) ***"TRADING MARGIN***" shall mean the margin on procurement and supply of Contracted Capacity from the BESS to the Buying Entity by the Intermediary / BSUL under this RfS as per CERC Trading Regulation and the same being charged by BSUL, shall be 7 paise / kWh.

cxii) ***"UNIT/ PART COMMISSIONING "***Subject to the compliance of conditions / procedure as detailed under Schedule-3 of this Agreement, Unit / Part Commissioning shall mean the Energy Storage Power Capacity (AC MW/ AC MWh) to be commissioned as per provisions of this Agreement and RfS document. Subject to other applicable provisions, the minimum part commissioning capacity for the 1st part will be 50% of the project capacity at each location. The total number of instalments in which a Project can be commissioned will not be more than 3, i.e., 1st initial instalment of 50% of the project capacity as the case may be and 2 subsequent instalments.;

cxiii) ***"UNIT COMMERCIAL OPERATION DATE (UCOD)"*** shall mean the date of the next day of commissioning of the respective part(s) of the Battery Energy Storage Project along with supply of solar energy as per contracted capacity subsequent to the demonstration of the compliance of commissioning as per this Agreement and witnessed by the Committee (as applicable) duly constituted and also start of injection / drawl and scheduling of Solar-plus-BESS power at the Delivery Point and availability / installation of all necessary arrangements / equipment including RTU for scheduling of power generated from the Project and transmission of data to the concerned authority as per applicable regulation;

cxiv) ***"WEEK"*** shall mean a calendar week commencing from 00:00 hours of Monday, and ending at 24:00 hours of the following Sunday

Section 3A

Information And Instructions to Bidders

3.0 INFORMATION AND INSTRUCTIONS TO BIDDERS

RfS document is available for download, free of cost from the Central Public Procurement (CPP) Portal http://eprocure.gov.in/eprocure/app. The site can also be viewed through e-procurement corner of NHPC website www.nhpcindia.com and CPP Portal.

For further assistance, please contact CPP Portal Helpdesk Toll Free **Number Ph. Nos. +91-120-4711508, +91-120-4001002, +91-120-4001005, +91-120-6277787** Technical Support Email: support-eproc@nic.in

3.1 TOTAL CAPACITY OFFERED

The Selection of successful bidder under the above configurations will be carried out through e-bidding followed by e-Reverse Auction process through bucket filling. The total capacity for the supply of Solar-plus-BESS power for above two configurations will be awarded at 4 (four) locations of Jalaun Solar Park. The break-up of maximum capacities that will be awarded in these 4 locations along with connectivity voltage level, bay are as follows:

Table-2

Sl No	Location	Solar+BESS Capacity in MW/MW/MWh		Connectivity Voltage Level (in KV)	Bay Availability	Land Availibility
		Configuration- I	Configuration- II			
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	Madhogarh PSS Block-1 26°23'25" N, 79°11' 42" E	75/200/1200	150/200/800	33/400KV, Madhogarh PSS	Power evacuation infrastructure upto the 33kV level from grid side shall be developed by BSUL and interconnection of BESS shall be in scope of BESSD.	In BESSD Scope
2	Madhogarh PSS Block-2 26°23'25" N, 79°11' 42" E	75/200/1200	150/200/800	33/400KV, Madhogarh PSS		In BESSD Scope
3	Pathrahi PSS Block-3 26°23'24.18"N, 79°19'02.17"E	75/200/1200	150/200/800	33/400KV, Pathrahi PSS		In BESSD Scope

4	Orai PSS Block-4 25°50'45.98"N, 79°14'57.22"E	75/200/1200	150/200/800	33/400KV, Orai PSS		In BESSD Scope
Total Capacity		**300/800/4800**	**600/800/3200**			

Note: *75/200/1200 means Solar Power of 75 MW, BESS capacity of 1200 MWh to be discharged @200 MW per hour for six hours. Similarly, 150/200/800 means Solar power of 150 MW, BESS capacity of 800 MWh to be discharged @200 MW per hour for four hours.*

The total Solar-plus-BESS systems capacity shall be divided into four blocks as specified in above table at the project locations in Jalaun Solar Park. Block-wise operation can be on manual mode on instructions from RLDC. Each Solar-plus-BESS block must be operated/responded independently to comply RLDC instructions. For operational purposes, each Solar-plus-BESS block will be treated as a separate project and schedules and operating instructions will be issued accordingly.

The selection of project developers will be carried out based on the levelized composite Solar+BESS Tariff (Rs / kWh) basis offered by the Bidders. In this context, the term "Project" used anywhere in the RfS, will solely mean the Solar-plus-BESS to make available the Contracted Capacity (MU) as agreed to in the PPA.

Each Project under any of the two configurations shall be allocated to the lowest Qualified Bidder (L-1) at a particular Pooling Substation based on the respective location capacities indicated above. The selection of the developer under either of the two configurations shall be determined through e-RA separately and PPA shall be signed after signing of PSA as per requirement of Buying Entity/DISCOM.The Project shall be connected to the Interconnection Points, as in **Table 2** at Sl.no. 3.1 above. The BESSDs shall demonstrate the Contracted Capacity in terms of energy (MU) at the ISTS CTUIL Delivery Point at Orai.

For a specified Contracted Capacity, any oversizing of the BESS over the Minimum rated Energy capacities required under this RfS is left to the discretion of the BESSD. However, it is to be noted that, at the time of commissioning, rated capacity of the BESS (Power and Energy) to be installed as indicated in the PPA, will be verified by SPPD/ competent authority.

The Battery Energy Storage System Developer (BESSD) shall arrange the nearby location on its own for the BESS Project based on the geographic coordinates of the PSS provided in the above **Table 2**. The selected site must be technically feasible, geotechnically stable, free from environmental hazards, and must not interfere with any existing or planned infrastructure, rights-of-way (RoW), or utilities at the pooling substation.

The exact coordinates of the PSS may vary within a maximum range of 500 meters of the coordinates specified in said table.

3.2 Minimum & Maximum Contracted Capacity Allocation for a Bidder

Following conditions shall be applicable to the Bidders for submission of bids against this RfS:

3.2.1 A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit bids offering contracted Capacity against Configuration-I or Configuration-II or for both the Configurations in which each location having capacity of "75MW/200MW/1200MWh" out of total capacity of "300MW/800MW/4800MWh" or "150MW/200MW/800MWh" out of total capacity of 600MW/800MW/3200MWh in the prescribed formats alongwith the site location preference for which RfS(s) are submitted.

The Minimum capacity against which the bids are to be submitted by the bidders shall not be less than the capacity of each location as per Column (3)/ Column (4) of table under Clause 3.1 of Section-3A of RfS. Bidder can quote the tariff either for Configuration-I or Configuration-II or for both the Configurations. However, the total capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be up to 50% of total contracted capacity under this RfS, and its allocation shall be limited to maximum two locations in either / both configurations.

If a bidder submits their bids for two block capacity and during Techno-Commercial Evaluation it is observed that their bid is not responsive for two locations capacity and responsive for one capacity location only, then NHPC/BSUL may, at its discretion, ask the bidder for their consent of consideration of their bids for one location Capacity only. Bidder has to give the necessary consent within the specified time limit, failing which, the submitted bids will be treated as non responsive for all the quoted capacity. Further, in case bidder gave their consent for consideration of bid for one location instead of two locations, then also the processing fee submitted for two locations shall not be reduced.

Note: In case a common Company/Companies directly or indirectly hold(s) more than 10% but less than 26% shareholding in more than one Bidder participating in the RfS, each of such Bidders will be required to submit the Disclosure as per **Format 6.8A**. In all other cases, **Format 6.8** will be applicable.

3.2.2 The evaluation of bids shall be carried out as described in Section-4 of RfS. The methodology for Allocation of Projects is elaborated in **Section- 4** of RfS.

3.2.3 Subject to the exception as per Clause 3.2.1 above, multiple bids from same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.

3.2.4 **Deleted**.

3.3 PROCESSING FEES

Prospective bidders interested to participate in the bidding process are required to submit their offer on-line on the website http://eprocure.gov.in/eprocure/app along with a non-refundable processing fee as mentioned below through Demand Draft in favour of "NHPC Limited" payable at Faridabad only:

Table-3

Cumulative capacity quoted by bidder (bid capacity / contracted capacity)	**Processing Fee**
For One Location/ One Block	Rs. 30 Lakh +Applicable GST @18%
For Two Location/ Two Block	Rs. 60 Lakh +Applicable GST @18%

The processing fee is to be submitted offline along with other documents at NHPC office at Faridabad before last date and time of submission of bids as per clause 3.4 of this RfS document.

A bidding Company/Consortium will be eligible to participate in the bidding process only on submission of RfS along with the Processing Fee.

The bidder is required to pay the Processing Fee including applicable GST which is presently applicable @18%.

3.4 CRITICAL DATE SHEET FOR ACTIVITIES INVOLVED IN THE RFS (THROUGH E-BIDDING PROCESS):

A. THE BRIEF DETAILS OF THE TENDER ARE AS UNDER: **(Table-4)**

Sl. No.	Item	Description
i)	Mode of tendering	e-procurement System Cover-I: Online Techno-Commercial Bid Cover-II: Price Bid
ii)	Tender ID No.	**2026_NHPC_930977_1**
iii)	Tender reference No.	NH/CCW/CC-I/CO-488/BSUL/PR/JSP/2026-27/188
iv)	Cost of bid document	Processing fees as per para 3.3 above in the form of demand draft from a Nationalized / Scheduled bank in favour of NHPC Ltd. Payable at Faridabad.
v)	Bid Security (EMD)	Rs. 10.00 Crores only (Rupees Ten Crores only) in the form of DD/BG/POI/Insurance Surety Bond as per clause no. 3.24 of ITB.
vi)	Period of Bid Validity	180 days from the technical bid opening date.

vii)	Completion Period	The Completion Period for the work is 18 Months from the effective date of PPA.
viii)	Tender inviting Authority	General Manager (Civil Contracts-I) Room No. 218, 2nd Floor, Jyoti Sadan, NHPC OFFICE COMPLEX, Sector-33, Faridabad-121003, Haryana, India Tele No :+91 (129) 2270596 Email: contcivil1-co@nhpc.in

B. THE CRITICAL DATES OF TENDER ARE AS UNDER: **(Table-5)**

S. No.	Particulars	Date & Time
i)	Publishing Date & Time	04.11.2026 (17:00 Hrs)
ii)	Document Down load Start Date & Time	04.11.2026 (17:00 Hrs)
iii)	Last date of Receipt of queries /clarification on bid.	16.11.2026 (15:00 Hrs.)
iv)	Pre bid meeting Date & Time	18.11.2026 (15:00 Hrs)
v)	Online Bid Submission Start Date & Time	02.12.2026 (11:00 Hrs)
vi)	Online Bid Submission Closing Date & Time	12.12.2026 (17:30 Hrs)
vii)	Last date of Offline submission (date, time and address)	15.12.2026 (upto 17:00 Hrs) Address : General Manager (Civil Contracts-I) Room No.218, 2nd Floor, Jyoti Sadan, NHPC OFFICE COMPLEX, Sector-33, Faridabad-121003, Haryana, India Tele No :+91 (129) 2270596 Email: contcivil1-co@nhpc.in
viii)	Opening: Date, Time & Venue of Online/ Offline Bid (Technical Bid (Part-I) submission	16.12.2026 (15:00 Hrs) Venue: General Manager (Civil Contracts-I) Room No.218, 2nd Floor, Jyoti Sadan, NHPC OFFICE COMPLEX, Sector-33, Faridabad-121003, Haryana, India Tele No :+91 (129) 2270596 Email: contcivil1-co@nhpc.in

ix)	Price Bid Opening (Part-II) – Financial Bid	Venue, Date & time to be intimated later to the bidders whose Techno-commercial Bids will be found responsive
x)	Date & Time of Start of e- Reverse Auction	Shall be intimated separately by NHPC

3.5 BIDDING FOR SOLAR-PLUS- BESS PROJECTS

Bidders may submit online response to Request for Selection (RfS) for setting up of BESS Projects and scheduling of solar energy under this scheme as per the terms & conditions of this RfS.

3.6 LOCATION OF BESS PROJECT

3.6.1 The total Project capacity of Solar-plus-BESS shall be located nearby to Pooling Sub Stations (PSS) of the Jalaun Solar Park. The BESS Project location(s) should be chosen taking cognizance of the provision as per Clause 3.1 & 3.6.1 Section -3A of the RfS. Land arrangement will be under the scope of the BESSD nearby to the PSS chosen by Developer for interconnection of BESS on "Right to use basis" through suitable agreement with State Govt of Uttar Pradesh. However, if BSUL has any land available in the park area, it may be provided to the developer on chargeable basis as per applicable state Govt guideline.

As BESS is prone to fire hazard, the BESSD shall provide suitable means such as fire barrier between switchyard and BESS to avoid fire to spread from BESS to yard equipment. The safety of the equipment / personnel related to BESS operations will be in the scope of the BESSD. Buying entity / BSUL will in no way be responsible for any loss/ damage due to any fire accidents. Fire Hydrant system with approval from Uttar Pradesh Fire and Emergency Services shall be installed in the BESS area. The BESS container area shall be fitted with High mast Thermal & Surveillance Camera and streaming of the same shall be provided at Control Room of respective Sub Station in BESSD's scope.

3.6.2 The prospective bidder shall invariably submit their tentative BESS infrastructure plot plans along with their offer. The bidder can take up joint inspection with BSUL officials before submission of their bid.

3.7 NUMBER OF RESPONSE TO RFS BY A COMPANY

3.7.1 A bidder can offer projects with total capacity upto up to 50% of total contracted capacity under this RfS through e-bidding followed by e-Reverse Auction process. The total capacity of the projects will be awarded in four blocks in either of the configuration for injection at ISTS substations through SPPD PSS at 4 blocks across Jalaun Solar Park as per above Clause 3.1**..**

3.7.2 Bidding Company, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit one single application in the prescribed format detailing all projects for which the bidder is submitting the application. Statement for the same is to be submitted as per Format for Disclosure (**Format – 6.8**).

3.8 QUALIFICATION REQUIREMENTS

3.8.1 The bidder should be a company (Bidding Company) or a Consortium of Companies (Bidding Consortium) with one of the Companies acting as the Lead Member of the Bidding Consortium. Short-listing of Bidder for opening of Financial Bid will be based on meeting the Qualification Requirements specified below:

3.8.2 **COMPANIES ELIGIBLE FOR PARTICIPATION**:

(i) Companies incorporated in India under the Companies Act, 2013;

(ii) Bidding Consortium with one of the Companies as the Lead Member. Consortium shortlisted and selected based on this RfS has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of PPA, keeping the original shareholding of the Bidding Consortium unchanged.

(iii) Limited Liability Partnership (LLPs) are not eligible for participation.

(iv) A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated/acquired as a subsidiary Company of the successful bidder for setting up of the Project, with at least 51% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of PPA.

3.8.3 **FINANCIAL CRITERIA**

(i) Net Worth

a. The Net Worth of the bidder should be equal to or greater than from the following, as on the last date of previous Financial Year in accordance to Note 4 below or as on the day not more than seven (07) days prior to due date of bid submission. The computation of Net Worth shall be based on unconsolidated audited annual accounts of the bidder:

For Configuration-I (800MW/4800MWh) : INR 353.20 Cr. per Block

For Configuration-II (800MW/3200MWh) : INR 261.20 Cr. per Block

b. 'Net Worth' means the aggregate value of the paid-up share capital and all reserves created out of the profits, securities premium account and debit or credit balance of profit and loss account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

(ii) Liquidity:

In order to ascertain that the Bidder has sufficient means to manage the fund requirements for the Project, the Bidder shall be required to demonstrate at least one of the following parameters:

a. A minimum annual turnover during the previous financial year in accordance to Note 5 below should be equal to or greater than from the following:

- **For Configuration-I (800MW/4800MWh) : INR 176.60 Cr. per Block**
- **For Configuration-II (800MW/3200MWh) : INR 130.60 Cr. per Block**

It is hereby clarified that "Other Income" as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.

b. Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) as on the last date of previous financial year in accordance to Note 5 below should be equal to or greater than from the following :

- **For Configuration-I (800MW/4800MWh) : INR 35.32 Cr. per Block**
- **For Configuration-II (800MW/3200MWh) : INR 26.12 Cr. per Block**

c. In-principle sanction letter from the lending institutions/banks of the Bidder for the project quoted under this RfS, committing a **Line of Credit (fund based)** towards meeting the working capital requirement of the project quoted under this RfS for a minimum amount as under:

- **For Configuration-I (800MW/4800MWh) : INR 44.15 Cr. per Block**
- **For Configuration-II (800MW/3200MWh) : INR 32.65 Cr. per Block**

. Such letter can also be obtained by the Affiliate(s) of the Bidder:

Notes:

1. For the purposes of meeting financial requirements, only unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) paid up share capital in each Company whose accounts are merged in the audited consolidated account.
2. The Bidder may seek qualification on the basis of financial capability of its Parent and / or its Affiliate(s) for the purpose of meeting the Qualification Requirements as per (i) and (ii) above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the Parent Company and/or the Affiliates undertaking to contribute the required equity funding and performance bank guarantees in case the Bidder(s) fail to do so in accordance with the RfS.
3. For the Qualification Requirements, if data is provided by the Bidder Company in foreign currency, equivalent rupees of Net Worth will be calculated using bills selling exchange rate (card rate) USD / INR of State Bank of India prevailing on the date of closing accounts for the respective financial year as certified by the bidder's banker. For currency other than USD, bidders shall convert such currency into USD as per exchange rates certified by their banker prevailing on the relevant date and used for such conversion.
4. A Company/Consortium would be required to submit Annual Audited Accounts for the last Financial Year in accordance to Note 5 below alongwith net worth, annual turnover and PBDIT certificate (as applicable) from Statutory Auditor with Unique Document

Identification Number (UDIN) to demonstrate fulfillment of criteria. In case, bidder is seeking qualification based on networth as on the day not more than seven (07) days prior to the due date of bid submission, it shall submit a certificate from Statutory Auditor with Unique Document Identification Number (UDIN) certifying the availability of Net worth on the date not more than seven (07) days prior to due date of bid submission along with a certified copy of Balance sheet, Profit & Loss Account, Schedules and Cash Flow statements supported with Bank Statement.

5. The Bidder's financial evaluation vis-à-vis the requirement as stipulated above shall be done on the basis of duly printed Annual Report of FY 2025-26 submitted by the bidder along with the bid.

6. In case, if Bidder has not submitted the above Annual Report along with Bid, then a certificate from CEO/CFO of the Bidder shall be submitted along with Bid mentioning that the requirement of Annual Report as per governing law of country is not mandatory. In such cases duly Notarized copies of Audited Printed Annual Financial Statement (Balance Sheet, Profit & Loss Statement, cash flow statement, Auditor 's Report thereon including all relevant Schedules/ annexures etc.) for the immediately preceding year be submitted by the Applicant along with the Application. The Annual Financial Statement shall be considered for evaluation in same manner as defined in above Para for consideration of Annual Reports.

7. Bidders applying for Two Blocks in any configuration have to meet the requisite Financial Criteria proportionally.

(iii) For Bidding Consortium:

If the response to RfS is submitted by a Consortium the financial requirement as per Para-3.8.3 (i) and 3.8.3 (ii) above shall be met individually and collectively by all the Members in the Bidding Consortium. The financial requirement are to be met by each Member of the Consortium, which shall be computed in proportion to the equity commitment made by each of them in the Bidding Consortium.

Any Consortium, if selected, shall for the purpose of sale of power to BSUL, incorporate a Project Company with equity participation by the Members in line with Consortium Agreement (to be submitted along with RfS) before signing the PPA with BSUL i.e. the Project Company incorporated shall have the same Shareholding Pattern as given at the time of RfS. This shall not change till the signing of PPA and the Controlling Shareholding (held by the Lead Member holding more than 50% of the voting rights) shall not change from the RfS application date till **1 (One)** year after the Schedule Commissioning Date (SCD) of the Project. However, in case of any change in the shareholding of the other shareholders (other than the Controlling Shareholder including Lead Member) after signing of PPA, the arrangement should not change the status of the Controlling Shareholder and the lead member in the Project Company at least up to **1 (One)** year after the Schedule Commissioning Date (SCD) of the Project. Further, such change in shareholding would be subject to continued fulfilment of the financial and technical criteria, by the Project Company.

3.8.4. **OTHER CRITERIA:**

1. The Bidder or any of its Affiliates should not be a willful defaulter to any lender, and that there is no major litigation pending or threatened against the Bidder or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project. The Bidder shall submit an undertaking to this effect (as per format provided in the bid document).

2. The Bidder or partner of JV against whom an application for initiating corporate insolvency resolution process has been admitted by the Adjudicating Authority under the Insolvency and Bankruptcy Code 2016, or as amended from time to time, shall not be eligible for bidding. The same shall also be applicable to the bidder company who has taken unconditional technical and/or financial support from their Parent/Holding Company, against whom an application for initiating corporate insolvency resolution process has been admitted by the Adjudicating Authority under the Insolvency and Bankruptcy Code 2016 (IBC 2016), or as amended from time to time.

   In case, bidder or partner of JV in respect of whom any application for initiating corporate insolvency resolution process was not admitted at the time of submission of bid but subsequently during the period of evaluation of bids or any time before the work is awarded, any such application is admitted by the Adjudicating Authority under the IBC 2016 (equivalent laws of the country where the firm has been incorporated / registered shall be applicable), the bidder shall be considered as ineligible and his bid shall be rejected.

   An undertaking that "no insolvency proceedings are admitted by the Adjudicating Authority against bidder or partner of JV under the IBC 2016" (equivalent laws of the country where the firm has been incorporated / registered shall be applicable) shall be submitted on letter head duly signed by the authorized representative of bidder or all the partners of JV.

   Further, the bidder after submitting the bid till the time of award of work, shall inform NHPC regarding any admission of application for corporate insolvency resolution process by the Adjudicating Authority under the IBC 2016 against bidder or partner of JV and any suppression of such fact shall render the bidder liable for rejection of his bid and banning of business dealing as per terms and conditions of Guidelines of banning of business dealings under Integrity Pact.

3. The Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors should not have been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc or the United Nations or any of its agencies.

3.8.5. **TECHNICAL REQUIREMENT:**

This RfS requires deployment of standalone Battery Energy Storage Systems. The Bidder shall deploy commercially established and operational technologies to minimize the technology risk and to achieve commissioning of the Projects. Detailed technical parameters for Projects to be selected as specified in the tender documents.

3.9 CONNECTIVITY WITH THE GRID:

3.9.1 The entire solar energy from the Solar Power project shall be injected into the Pooling Sub-Stations (PSS) where the BESS is to be connected for pooling of power. The details of PSS are as per table under Clause 3.1 above. The Pooled Power at PSS shall be evacuated to 765 / 400 KV Sub Station of PGCIL at Orai through 400KV transmission line. BSUL has already applied for Non-Solar Hour Connectivity at Orai ISTS GSS as per GNA regulation 2022.

The BESS Project should be designed for interconnection with the ISTS network in accordance with the prevailing CERC regulations in this regard. For interconnection with the grid and metering, the BESSD shall abide by all rules and regulations framed under the Electricity Act, 2003 including the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other Regulations/Procedures (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA). Minimum voltage for interconnection at the ISTS shall be as per table given under Clause 3.1. The power evacuation infrastructure up to the 33 kV level (from grid side) shall be developed by BSUL under Jalaun Solar Park and inter-connection of BESS with 33 KV side of 33/400 KV Pooling Sub station shall be in the scope of BESSD including 33 KV Bays (I/C, O/G, BC), Metering, Overhead line / power cable etc as required. Therefore, the interconnection point with BESS developer shall be at the 33 kV level i.e., LV side of PTR. The pooled power from PSS shall be evacuated to 765/400KV Sub station of PGCIL through 400 KV transmission line of SPPD/BSUL. All transmission losses as applicable for Transmission of Solar + BESS power shall be apportioned to the SPDs **@ SPD tariff** and balance transmission losses upto delivery point shall be borne by BESSD. The AC round-trip efficiency shall be guaranteed at the 400 kV ISTS metering point for BESS power. Illustration for apportioning of transmission losses to SPDs is attached as **Annexure- 11.**

BESSD shall also comply with the requirements mentioned in the First Time Charging (FTC) regulations/rules issued by the Government, as amended from time to time. Proposed Master Plan Layout of Locations areannexed at **Annexure- 10**.

3.9.2 Bidders need not to take any separate connectivity approvals from CTUIL. Developers are required to develop their plot plans for connectivity to the proposed 33 kV bus though connection scheme including I/C, O/G, B/C, Metering, 33 kV cables / 33 KV overhead line etc at their own cost. The transmission of BESS power up to the point of interconnection i.e. 33 kV Bus of PSS shall be the responsibility of the BESSD at its own cost. The operation and maintenance (O&M) of the transmission system up to the designated interconnection point (33 kV level) shall be the sole responsibility of the respective developers at their own cost, whereby the BESS Developer (BESSD) shall be responsible for the infrastructure dedicated to BESS energy evacuation, and the Solar

Power Developer (SPD) shall be responsible for the infrastructure dedicated to solar power evacuation..

3.9.3 The entire cost of construction of infrastructure from the BESS Project upto and including at the BSUL PSS Interconnection Point construction of the Bay, bus bar protection relay augmentation with installation of protection and control panel and maintenance shall be borne by the BESSD. The maintenance of the Transmission system up to the interconnection point shall be the responsibility of the BESSD, to be undertaken entirely at its cost and expense. The SLDC/Scheduling charges, connectivity and other charges shall be payable by BESSD. The BESSD shall be required to follow the Connectivity Procedure as per the applicable Regulations issued by Appropriate Regulatory Commission / CEA as amended from time to time. The Bidders have to connect to the specified PSS substation for Interconnection of the BESS Project to the Grid. Connectivity to any other Sub Stations, other than specified is not permissible under this RfS..

3.9.4 Metering arrangement of each BESS Project shall have to be adhered to in line with relevant clause of the PPA. All relevant parameters of energy injected and drawn by the project shall be measured and continuously recorded by means of a main meter, check meter and standby meter as specified. Power Quality Meter shall also be provided as per extant regulations.

The BESSD shall install Special Energy Meters (SEM) as specified in the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended from time to time, for accounting the quantum of energy generated, the quantum of energy injected into the transmission and/or distribution system and quantum of energy consumed. The Special Energy Meters installed shall be capable of measuring the 15-minute time-block-wise active energy and reactive energy', in accordance with the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended from time to time and the provisions of State Grid Code.

The BESSD shall install power quality meter and share the recorded data thereof with the BSUL with such periodicity as may be specified by the appropriate Electricity Regulatory Commission. PQ meter to be installed shall be able to measure harmonics as well as other power quality parameters such as voltage sag, swell, flicker, disruptions at POI as per Central Electricity Authority (Technical Standards for Connectivity to the Grid) (Amendment) Regulations, 2019. Also, the power Quality Meter shall conform to ILC 61000 / IEEE Standard 519, Class A and various parameters to be measured include DC current injection, harmonics, voltage sag. swell, flicker and other disruptions.

3.9.5 All transmission losses as applicable for Transmission of Solar-plus-BESS Power upto the ISTS metering point shall be apportioned to SPDs @ SPD tariff and balance transmission losses upto delivery point shall be borne by BESSD. The illustration for apportionment of transmission losses is mentioned at **Annexure -11**. All expenses including ISTS Transmission charges and Transmission losses in relation to the transmission beyond the Metering Point shall be borne by the Buying Entity.

3.9.6 The BESSD shall be responsible for scheduling of Solar + BESS Power and comply with CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, as

applicable. The scheduling of power to/from the Project as per the applicable regulation shall be decided by RLDC/ Buying Entity. However, any DSM penalties due to violation of the schedule of solar-plus-BESS energy shall be to the account of the BESSD. DSM penalties, if any, shall be levied separately on the respective entities as applicable, at their respective ends.

3.9.7 In order to remove potential discrepancies and ambiguities, the BESSDs are hereby instructed that, as part of scheduling of power to/from the Solar-plus-BESS Project, they will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces of the RLDC for the corridor of power flow, as per the Regulations in force, under intimation to the BSUL. BSUL will provide tentative day-ahead schedules, however, realtime charging and discharging instructions will be given with two-block advance notice. This notice shall consider cool-off time required for the BESS. The cooling period required for intermittent charging, intermittent discharging, and reversal of cycle from charging to discharge and vice versa, shall be stated by the bidder in their proposal, as stated in the RfS, without fail. The BSUL may facilitate in identification of any discrepancy and assist the BESSD for its early rectification without any liability on the BSUL. The BESSD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices.

3.9.8 Reactive power charges shall be on account of BESSD as applicable, at BESSD end during charging and discharging, as per CERC/ CEA/ SERC regulations. It is to be ensured that Harmonics has to be maintained within the prescribed limit as per the Regulations/Procedures (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA). BESSD shall comply CEA standards / gudelines as as applicable issued from time to time for the BESS project.**3.9.9** The BESSD shall be required to follow the Detailed Procedure as issued by CERC/ CTU as applicable, regarding connectivity of the Project. The Project shall comply with all the technical requirements specified under CEA/CEIG, including subsequent amendments and clarifications issued thereto, as well as other Rules/Regulations issued by SERC/CERC/CEA/CEIG and as amended from time to time. It is further clarified that the Entities (BESSD and Buying Entity) as indicated in the procedure issued under the above Rules/Regulations, will be responsible for their respective obligation as notified in the procedure, irrespective of the provisions of the RfS, and PPA. The Project shall also comply with the SERC/CEIG/CEA (Measures relating to Safety and Electric Supply) Regulations, including subsequent amendments and clarifications issued thereto.

3.9.10 The BESSD shall provide adequate protection system to ensure synchronized operation of the BESS to the grid. All associated equipments and protection system of BESS shall be compatible with the existing Substation system. Provision for communicating both real time data and metering data to LDC and control room of 400 kV GSS Orai shall be ensured and are under the scope of BESSD.

3.9.11 The responsibility of complying with Central Electricity Regulatory Commission (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022 as indicated in the Detailed Procedure issued subsequently under the above Regulation vests with the BESSD. It is further clarified that the Entities (BESSD

and Buying Entity), will be responsible for their respective obligations as notified in the applicable Regulations irrespective of the provisions of the RfS and PPA

3.10 Deleted

3.11 SHORT-LISTING OF BIDDERS FOR OPENING OF FINANCIAL BIDS

NHPC shall evaluate only those responses to RfS, which are submitted on-line on the earmarked website by the due date and time. The responses will be evaluated based on the Qualification Requirement and all the responses meeting the Qualification Requirements shall be considered for opening of their Financial Bid (first round tariff bid).

3.12 SELECTION OF BATTERY ENERGY STORAGE SYSTEM DEVELOPERS

3.12.1 This sub-clause is not in use.

3.12.2 **The bidders will have to submit bids quoting a fixed levelised Solar +BESS tariff for entire project duration of 25 years.** This will be the "First Round Tariff Bid" of the Bidder after which the shortlisted bidders shall be invited for the e-Reverse Bid Auction.

3.12.3 This sub-clause is not in use.

3.12.4 **Methodology for Selection of Battery Energy Storage System Developers (BESSDs): -**

The methodology to be adopted for selection of BESSDs is mentioned below:

3.12.4.1 All the bidders will be required to submit online bids (e-bids) on the CPP portal for either or both configurations as mentioned in the RFS. The bidders will be shortlisted by 'Single Stage – Two Envelope' bidding process followed by reverse auction for both the configurations separately among shortlisted bidders.

Documents to be submitted Offline

Following documents are to be submitted offline in a sealed envelope at NHPC Office Faridabad on or before the end date and time of bid submission: -

i. Instrument towards Processing Fee;

ii. Bank Guarantee/POI/Insurance Surety Bond towards EMD (in original) as per **Clause 3.24**;

iii. Certified True Copy of Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS;

iv. Original Integrity Pact (Details mentioned in **Clause 3.34**) signed by Authorized representative of Bidder.

v. Certificate of Compliance as per **Format 6.13a.**

In case requisite Processing Fees (as per Clause 3.3) and/or EMD/POI/Insurance Surety Bond (as per Clause3.24) and/or Integrity Pact (as per Clause 3.34) and/or Certificate of Compliance to all Provisions are not submitted before the end date and time of bid submission, then bid may be rejected and returned unopened.

Documents to be submitted Online

First Envelope (Technical Bid)

In the Technical Bid (First Envelope) the bidders will be required to submit the documents related to Qualifying Requirements and other required documents.

Second Envelope (Financial Bid)

In the second envelope bidders will be required to submit "**first round tariff bid**" against Configuration-I, Configuration-II or for both the Configurations, as the case may be.

Second Envelope (containing first round tariff bid) of only those bidders shall be opened who are found to be technically qualified. if a bidder is found to be qualified for less than the capacity at each location as per qualifying requirement then they shall be considered disqualified for this tender.

In this step, evaluation will be carried out based on tariff quoted by Bidders.

The tariff has to be quoted **in Indian Rupees per Unit (kWh) upto two decimal places)**. If it is quoted with more decimal places, the digits in the excess of two decimal places shall be ignored. (For e.g. if the quoted tariff is INR 5.346 /kWh, then it shall be considered as INR 5.34/kWh).

3.12.4.2 Reverse Auction

Intimation of Date and Time of Reverse Auction:

At-least one week prior to reverse auction, an advance intimation regarding the date and time of the reverse auction will be sent by email to all bidders whose financial bids have been opened. However, from this advance intimation it shall not be construed by the bidders that they have been short-listed for Reverse Auction. Further, a system generated email for invitation for Reverse Auction will be sent to all those bidders who have been short-listed based on the criteria mentioned at clause 3.12.4.3.

Since the Reverse Auction will be conducted in a separate module on a portal selected by NHPC, the bidders will be required to complete all prerequisite and configure their system for participation in Reverse Auction in advance before commencement of Reverse Auction. On E-Reverse Auction overview page, the bidders are advised in their own interest to view their start price (which shall be same as their 'first round tariff' and displayed in Bidder's window as 'My Financial Bid Price') and the capacity of Projects for which they have been considered qualified (which will be displayed under Quantity). In case there is any discrepancy in the Start Price and the 'First Round Tariff' of any bidder, the same shall be immediately intimated to NHPC before start of Reverse Auction otherwise the Start Price will be considered final and binding on that bidder. A wrong and misleading intimation in this regard may lead to disqualification in further tendering process and award. Short-listed bidders for Reverse Auction will be able to login into the portal selected by NHPC for reverse action before the start time of reverse auction.

The bidders may note that the person who has been authorized to sign and submit the bid at the time of submission of Technical and Financial bid may only be

authorized to participate in the Reverse Auction process on behalf of the bidder as any price submitted by the bidder during the Reverse Auction will be considered final and binding on that bidder as if it had been submitted initially in the Financial bid without requiring any further authentication from the bidder.

3.12.4.3 Ranking and Short-listing of bidders for Reverse Auction:

Configuration Wise E-RA shall be implemented at Application Service Provider's Portal selected by NHPC.

Configuration Wise E-RA shall be followed after e-tender, if number of eligible bidders at Configuration wise price bid stage is at least 2 (two). e-RA shall be carried out on the basis of "Bid Price/First round tariff bid"

All those bidders who are found to be technically qualified, will be ranked configuration wise according to the quoted first round tariff bid with highest ranking (Rank 1) to that bidder who has quoted the lowest first round tariff bid for that configuration and so on.

If the first round tariff bid is same for two or more bidders, then the bidder with higher net worth shall be given higher ranking. In case the net worth of bidders are also same, then relative ranking shall be decided through draw of lots.

All the qualified bidders shall be invited for Reverse Auction other than one lowest ranked bidder based on First Round Tariff bid i.e. the bidder quoting the highest first round tariff (i.e. H1) subject to the condition that the H1 bidder of each configuration (whose derived Tariff as detailed above is highest) will not be allowed to participate in further Reverse Auction process provided minimum three bidders are left in that configuration after removal of H1 bidder, At the start of the reverse auction process configuration wise, the first round tariff bid of short-listed bidders shall be fed as their first quoted tariff. The minimum decrement value for Reverse Auction is 1 paisa in the tariff.

Bidders can quote any value lower than their quoted tariff. However, no upward revision of quoted tariff will be allowed. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff by any number of decrements. Further, in Reverse Auction no revision in capacity of Project(s) for which a bidder is considered qualified after evaluation of technical bid is allowed.

The initial auction period will be of one (01) hour with a provision of auto extension by 10 (Ten) minutes from the scheduled/extended closing time if any fresh bid is received in last 10 (Ten) minutes of auction period or extended auction period. If no valid bid is received during last ten minutes of auction period or extended auction period, the reverse auction process will get closed.

3.12.4.4 Selection of Successful Bidders

After the reverse auction is closed, allocation will be done based on the ranking of bidders at particular configuration as per Clause 3.1 above & 3.2.1. The lowest quoting bidder will be allotted its qualified capacity of Project and as per preference submitted in Site Location Preference Format (available in Bid Document) and then, next higher bidder will be allotted its qualified capacity of the Project and the most

preferred site location in the balance available locations/blocks and so on, at their respective last quoted tariff till the offered capacity of Projects is fully allotted.

In case of tie among two or more bidders at particular location (i.e. their last quoted tariff being same), the resolution shall be done as under:

i) The First Criterion shall be the time stamping of last tariff bid. The preference shall be given to that bidder who has quoted its last tariff bid earlier than other such bidders.

ii) The Second Criterion shall be the evaluated net worth by NHPC. The bidder with higher evaluated net worth shall be given preference over other such bidders.

These criteria shall be applied in the sequence as mentioned above. If the tie still remains unresolved, the relative ranking of such bidders shall be decided through draw of lots at NHPC office at Faridabad on designated date and time among such bidders in the presence of their authorized representatives.

Further if a bidder who has been invited for the reverse auction does not reduce its tariff bid or does not participate in the reverse auction for any reason whatsoever, its first round tariff bid shall be considered its final bid price in the reverse auction.

The time stamping of all such bidders shall be the time of commencement of reverse auction.

After arranging the bidders in the ascending order of tariff, the Project will be awarded only to those bidders whose final price bid is lowest in terms of INR per kWh and their configuration has been accepted by the end procurer.

In case the lowest Bidder refuses to accept capacity offered by NHPC, the Payment instrument against EMD submitted by such Bidder shall be encashed by NHPC.

A detailed auction mechanism is enclosed at **Annexure - 5**.

In all cases, NHPC decision regarding selection of bidders through Reverse Auction or otherwise based on First Round Tariff bid or annulment of tender process shall be final and binding on all participating bidders.

At the end of selection process, a Letter of Award (LOA) will be issued to all the successful Bidders with the following condition:

"PPA shall ***be signed only after signing of Power Sale Agreement (PSA) with the Buying Entity and BSUL shall not be liable on any account for any delay / inability in signing of PSA and PPA"***

Note:

1 NHPC reserves the right to verify the documents furnished by the bidders at the time of submission of RfS including availability of the Net Worth and other Financial Criteria to the extent claimed in the RfS with the original documents and bank statements and the shareholding of the Project Company along with a copy of complete documentary evidence supported with originals at any stage from evaluation upto the expiry of PPA.

Before signing the PPA, BSUL will ask the successful Bidder to furnish the Memorandum & Articles of Association of Project Company/Project Developer (highlighting the relevant provision of Power / Energy / Renewable Energy /Battery Energy Storage System Developer) in case the same was not available in the Memorandum & Articles of Association of the Bidder at the time of submission of Bid. If at any stage it is found that the documents furnished by the bidders during RfS are misleading or misrepresented in any way then the EMD shall be forfeited and the agency shall be blacklisted for an appropriate period decided by NHPC/BSUL.

3.13 PAYMENT SECURITY MECHANISM (PSM) & SUCCESS CHARGES UPFRONT CHARGES, FACILITATION CHARGE AND ANNUAL O&M CHARGES.:

(i) Payment Security Deposit:

As part of the Payment Security Mechanism as brought out in the PPA, to be eligible for coverage from the PSM, the BESSD will undertake to pay PSM Charges **@Rs. 0.02/kWh** to BSUL, by offering a commensurate discount in the monthly tariff payment being made by BSUL. It is hereby clarified that in case a bidder opts for coverage under the PSM in line with this Clause, by undertaking to give a discount in the Covering Letter (as per available format in bid document) submitted as part of its response to RfS, the same will be applicable for the entire term of the PPA, i.e. this discount shall be provided by the BESSD in each monthly bill raised under the PPA for the entire term of the PPA. In the alternate scenario, in case the bidder does not opt for coverage under the PSM in line with this Clause, it shall not be eligible to be covered under the PSM for the entire term of the PPA.

(ii) Success Charges:

The Selected Bidder shall have to pay **INR 1,00,000 / MWh** (Rupees One Lakh/MWh) + 18% GST corresponding to the BESS Contracted Capacity awarded as per the LoA, to BSUL towards administrative overheads, connectivity with GSS , project monitoring activities, coordination with State Authorities and others, DISCOM, pre-commissioning and commissioning expense, etc. The payment has to be made by the BESSD in the form of DD/ Pay Order/ NEFT/ RTGS within 30 days of issuance of LoA before signing of PPA. PPA shall only be signed after deposit of the Success Charges to the BSUL.

(iii) Facilitation Charges:

The State Government or any organization designated by the State Government would be paid a facilitation charge of Rs. 0.05/unit of power being generated from the projects in the UMREPPs for the entire PPA period of the project. This facilitation charge may be paid to State Governments only on the quantum of power that is exported outside the state from that UMREPP and only if no facilitation charge or similar charge is levied under the State Government policy. The facilitation charge of **Rs 0.05/unit** to the SPPD, if applicable, will be paid by the RE power developers. If power is drawn within the State of Uttar Pradesh, Tariff shall be discounted @0.05 paisa per unit payable to SPD & BESSD as the case may be.

(iv) Annual O&M Charges:

Annual O&M Charges shall be payable by BESSD to SPPD @ **INR 75, 000 / MW** with 6% annual escalation. The Annual Charges shall be payable by the BESSD to BSUL on or before the 30th of April of each financial year during the Term. The annual charges for the first year shall be payable by the BESSD on pro-rata basis within 30 (thirty) days from the SCSD of the Project. GST and all other taxes, duties, cess and other Government levies applicable on such amounts shall also be payable to date of issue of an invoice by BSUL.

(v) Trading Margin:

A trading margin @7 paisa per unit on the Total energy delivered to the buying entity/ DISCOM at the delivery point shall be payable to BSUL by BESSD if PPA is signed through BSUL as intermediary.

3.14 Power Purchase Agreement (PPA)

3.14.1 The BSUL shall enter into Power Purchase Agreement (PPA) with Bidders selected based on this RfS. The PPA will be signed with the successful bidders only after signing of PSA with the buying entity PPA will be executed between the BSUL and selected bidder or its SPV separately for each Project.

3.14.2 The BESSD shall submit a detailed completion Schedule for the Project prior to the signing of PPA. Broad details to be captured in the Schedule are the land taken over supply and erection status of various Project components; financial arrangement/ tie up etc. The BESSD shall also submit the progress report to Buying Entity & BSUL in a form acceptable to Buying Entity /BSULand shall contain percentage completion achieved compared with the planned percentage completion for each activity, and any such other information as required by Buying Entity / BSUL.

3.14.3 Not used.

3.14.4 The PPA shall be valid for a period of 25 years from the SCD of the Project or the date of full commissioning of the Project, whichever is later. Any extension of the PPA period beyond the term of the PPA shall be through mutual agreement between the BESSD and the BSUL.

3.14.5 The Performance Bank Guarantee as per Clause 3.24 and Success Charges as per Clause 3.13 above, shall be submitted by the BESSD prior to signing of PPA. Before signing of PPA between the BSUL and the BESSDs, the BSUL will verify the shareholding of the Project Company along with a copy of complete documentary evidence. If at this stage it is found that the documents furnished by the BESSDs are false / misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.

3.14.6 Successful Bidders will have to submit the required documents to BSUL within 30 days from the issue of LoA or 7 days prior to the date of signing of PPA, as intimated by BSUL, whichever is earlier. In case of delay in submission of documents beyond the period as mentioned above, the BSUL shall not be liable for delay in verification of documents and subsequent delay in signing of PPA. Effective Date of the PPA

shall be the date of signing of PPA. In case BSUL intimates to the Successful Bidder, a particular date as the date for signing of PPA and the PPA signing gets delayed on account of reasons attributable to the BESSD, the date as specified by BSUL shall become the Effective Date of the PPA, irrespective of the date of signing of PPA.

3.14.7 Back-to-back Power Sale Agreement (PSA) in respect of all rights and obligation under thePPA between the BESSD and BSUL, will be executed by BSUL with the Buying Entity for sale of storage capacity to Buying Entity, with the Buying Entity assuming all the obligations of the NHPC under the PPA. BSUL's obligation to BESSD under the PPA shall also be on the back-to-back basis as provided in the PPA and the corresponding PSA. Capacity procured from the Project awarded under this RfS shall be allocated on back-to-back basis to the Buying Entity in consultation with End Procurer. Various provisions provided in the NHPC-BESSD PPA shall mutatis mutandi apply to PSA between NHPC and Buying Entity, however, PSA signed with Buying Entity could be in elaborated form or in short form as per consultation done with Buying Entity.

3.14.8 The BESSD will be free to replenish the battery capacity from time to time during the Term of the PPA at its cost and expense to meet the performance criteria. However, the BSUL will be obligated to off-take capacity only within the performance range as specified in the PPA and at the charges applicable as per the existing agreements. Any excess supply will be dealt as per provisions of the PPA.

3.14.9 The BESSDs are free to operate their projects after expiry of the PPA term if other conditions such as land lease etc., permit. However, any extension of the PPA term shall be carried out through mutual agreements between the BESSD, BSUL and the Buying Entity, as the case may be, as approved by the Appropriate Commission, provided that the arrangements with the land and infrastructure owning agencies, the relevant transmission utilities and system operators permit operation of the Project beyond the initial period of **25 years**.

3.15 SUBMISSION OF RESPONSE TO RFS BY THE BIDDER

The bidder is requested to submit the following documents in originals to the under mentioned address in a Sealed Envelope before end date and time of submission of Bid.

General Manager (Civil Contracts - I)
Room No.218, 2nd Floor, Jyoti Sadan, NHPC OFFICE COMPLEX,
Sector-33, Faridabad-121003, Haryana, India
Tele No.: +91 (129) 2270596
Email: contcivil1-co@nhpc.in

The envelope shall bear (Solar-Plus-Battery Energy Storage System Project), the RfS No. and the words 'DO NOT OPEN BEFORE' (due date & time).

1. Processing Fee in the form of Demand Draft of requisite amount in favour of "NHPC Limited" payable at Faridabad.

2. Bank Guarantee/POI/Insurance Surety Bond towards EMD as per **Format 6.3 A/6.3 A(I)/ /6.3A(II)**.
3. Duly signed Original Integrity Pact
4. Certified True Copy of Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and Power of Attorney.
5. Certificate of Compliance as per **Format 6.13a/6.13b**.

The response to RfS shall be submitted electronically in the method specified as per **Clause 3.19** on http://eprocure.gov.in/eprocure/app which should contain the following:

A. First Envelope (Technical Bid): - Bidders shall submit technical bid containing the scanned copy of following documents in SEQUENCE as mentioned below with index and page number duly mentioned on each page and in index: -

1. Covering Letter as per **Format 6.1**;
2. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by all the other Members of the Consortium shall be provided as per **Format 6.2**.
3. Board Resolutions, as per **Format 6.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:

a. Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS;

b. Board Resolution from the Bidding Company committing one hundred percent (100%) of the equity requirement for the Project / Board Resolutions from each of the Consortium Members together in aggregate committing to one hundred percent (100%) of equity requirement for the Project (in case of Bidding Consortium) and authorizing a person to execute the Consortium agreement;

c. Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement.

d. Board Resolutions from Parent and/or Affiliate (whose credentials were used in the response to RfS) of the Bidding Company / any Member of the Bidding Consortium undertaking to invest the entire amount and submit the requisite Performance Bank Guarantee as committed by Bidding Company / Member of the Bidding Consortium, in event of failure of Bidding Company / Member of the Bidding Consortium to make such investment and/or to submit the requisite Performance Bank Guarantee.

4. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 6.5** along with Board resolution from each Member of the Consortium for participating in consortium;
5. Financial Requirements as per **Format 6.6** as applicable;

6. Format for Technical Criteria wherein Bidder shall certify that the technology to be adopted shall be commercially established and operational technology as per **Format 6.7**;
7. A disclosure statement as per **Format 6.8 / 6.8(A)** regarding participation of any related companies in this bidding process;
8. Declaration by the Bidding Company / Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per **Format 6.9**;
9. Checklist for Bank Guarantee as per **Appendix – A**;
10. Memorandum & Articles of Association (highlighting relevant provision of Power / Energy / Renewable Energy / Solar Power Plant/ Battery Energy Storage System development), Certificate of Incorporation (if applicable) of Bidding Company / all member companies of Bidding Consortium along with shareholders rights and obligations filed with ROC..

    At the time of submission of bid if the Bidder does not have the aforesaid relevant provision of Power / Energy / Renewable Energy / Solar Power Plant/Battery Energy Storage System development in its existing Memorandum & Articles of Association, the same may be incorporated later in the Memorandum & Articles of Association of Project Company / Renewable Energy/ Solar Power Generator/ Battery Energy Storage System Project Developer and submit the same to BSUL **within 30** days from the date of issue of Letter of Award and before signing of PPA.

B. Second Envelope (Financial Bid): -

Bidders shall submit the Financial Bid as per **Format 6.11** containing the First round tariff bid (in Rs/MW). The bidders may quote different tariffs / fixed cost for the different locations applied by them. The Bidder has to accept that the quoted first round tariff bid is valid for capacity of projects qualified.

First round tariff bid (in Rs/kWh) shall be quoted in Indian Rupees numbers upto two decimal points. If it is quoted with more decimal places, the digits in the excess of two decimal places shall be ignored. .

3.16 REJECTION OF BID

Wherever information has been sought in specified formats, the Bidders shall fill-in the details as per the prescribed formats and shall refrain from referring to any other document for providing any information required in the prescribed format. Any document submitted in format other than that specified in this RfS document may call for rejection of bid.

3.16.1 Modification of Bid

The bidder may modify its bid prior to deadline of bid submission. For the purpose of evaluation, the last modified bid uploaded on CPP portal shall be considered as final submission.

3.17 THE BIDDER SHOULD NOTE THAT:

a. The bidder may be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted online will be verified before signing of PPA in terms of Clause 3.12.

b. If the Bidder/Member in a Bidding Consortium conceals any material information or makes a wrong/misleading statement or misrepresents facts in its response to RfS, in any manner whatsoever, NHPC reserves the right to reject such response to RfS and/or cancel the Letter of Award, if issued and the Bank Guarantee provided upto that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the response to RfS submitted online with CPP website.

c. If the event specified at 3.17 (b) above is discovered after the Effective Date of PPA, it shall be treated as "BESSD Event of Default" under PPA and consequences as specified in PPA shall apply.

d. Response submitted by the Bidder shall become the property of NHPC/BSUL and NHPC/BSUL shall have no obligation to return the same to the Bidder.

e. All documents of the response to RfS submitted online must be digitally signed by the person authorized by their respective Boards on behalf of the Bidder as per **Format 6.4.**

f. The response to RfS shall be submitted as mentioned in Clause 3.15 above. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. However NHPC reserves the right to seek additional information or clarifications from the Bidders, if found necessary, during the course of evaluation of the response to RfS.

g. Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.

h. Response to RfS that are incomplete or do not substantially meet the requirements prescribed in this RfS, will be liable to rejection by NHPC.

i. Response to RfS not submitted in the specified formats will be liable to rejection by NHPC.

j. Bidders delaying in submission of additional information or clarifications sought by NHPC will be liable to rejection.

k. Non submission and/or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver on the part of NHPC of the obligation of the Bidder to furnish the said data/information unless the waiver is given in writing.

l. Only Lucknow Courts shall have exclusive jurisdiction in all matters pertaining to RfS.

m. All the information should be submitted in English language only.

3.18 DUE DATE

Bidders should submit the response to RfS online on Central Public Procurement e-Portal http://eprocure.gov.in/eprocure/app as per the schedule specified at Clause 3.4 above. No offline or late bids will be allowed.

3.19 METHOD OF SUBMISSION

Detail instructions to be followed by the bidders for online submission of response to RfS are as stated at **Annexure - 4**.

3.20 VALIDITY OF THE RESPONSE TO RFS

The Bidder shall submit the response to RfS which shall remain valid up to **One Hundred Eighty (180) days** from the technical bid opening date (**"Bid Validity"**). NHPC reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement. In exceptional circumstances, NHPC may solicit the Bidder's consent to an extension of the initial bid validity period. The request and responses thereto shall be made in writing by email or post or by telefax followed by post confirmation. If a Bidder accepts to extend the period of bid validity, the validity of Earnest Money Deposit shall also be suitably extended. A Bidder may refuse the request to extend the period of bid validity. In such case NHPC will not forfeit its Earnest Money Deposit. A Bidder granting the request will not be required nor permitted to modify its bid.

3.21 PREPARATION COST

The Bidder shall be responsible for all the costs associated with preparation and submission of the response to RfS, attending training program and participation in discussions and attending pre-bid meeting(s), etc. NHPC shall not be responsible, in any way, for such costs, regardless of the conduct or outcome of the bid process.

3.22 ENQUIRIES / CLARIFICATIONS

a. Pre-Bid Meeting

i. Clarifications/ Doubts, if any, on RfS document may be addressed to General Manager (Civil-Contracts-I) at the address mentioned below on or before the date as mentioned in the Clause 3.4 above.

ii. NHPC will make all efforts to respond to the same in the Pre-Bid Conference to be held as per Clause 3.4 above at **NHPC Office Complex, Sector-33, Faridabad (Haryana)-121003**. A compiled list of such questionnaire and NHPC's response will be uploaded in the website http://eprocure.gov.in/eprocure/app. Bidders are required to remain updated with the website. No separate reply/intimation will be given elsewhere. Verbal clarifications & information given by NHPC or their employees(s) or their representative(s) shall not be in any way binding on NHPC.

Enquiries/ clarifications may be sought by the Bidder in following format on email ID: contcivil1-co@nhpc.in:

Sl. No.	Clause No. of RfS	Provisions of RfS	Query of bidder

The bidders are required to submit the queries in MS Word file also. Name & Address of the Authorized Person of NHPC:

Name & Address of the Authorized Person of NHPC:

General Manager (Civil Contracts-I)

Room No.218, 2nd Floor, Jyoti Sadan, NHPC OFFICE COMPLEX,

Sector-33, Faridabad-121003, Haryana, India

Tele No :+91 (129) 2270596

Email: contcivil1-co@nhpc.in

3.22.1 Amendment to RfS Documents

At any time prior to the deadline for submission of bids, NHPC may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the RfS documents. The amendment will be uploaded on the website http://eprocure.gov.in/eprocure/app. Bidders are required to remain updated with the website. No separate intimation will be given elsewhere. The amendment will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid.

3.22.2 Clarification on Bids

During bid evaluation, NHPC may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the substance of the bid shall be sought, offered or permitted.

3.23 RIGHT OF NHPC TO REJECT A BID

NHPC reserves the right to reject all or any of the response to RfS or cancel the tender or annul the bidding process at any stage without assigning any reasons whatsoever and without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the NHPC's action.

3.24 BANK GUARANTEES

The Bidder shall provide the following Bank Guarantees for the amounts expressed in Indian Rupees issued by an Indian Nationalized / Scheduled Commercial Bank or a Foreign Bank notified as a Scheduled Bank under the provisions of the 'Reserve Bank of India Act' through any of its Branches in India.:

i) **Earnest Money Deposit (EMD) of Rs.10.00 Crores only (Rupees Ten Crores only)** in the form of DD/BG/POI/Insurance Surety Bond according to Format 6.3A/ 6.3A(I)/ 6.3A(II) and valid for date 90 days after the period of bid validity, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes**.** Scanned copy of Bank Guarantee towards EMD is to be submitted along with response to RfS in First Envelope (Technical Bid). However, the Bank Guarantee towards EMD (in original) in a sealed envelope is to be submitted in NHPC Office at Faridabad on or before bid submission date and time. If a bidder extends the period of bid validity pursuant to clause 3.20 of RfS, the validity of EMD shall also be extended so that it remains valid for a period of 90 days beyond the Bid Validity.

Payment on Order Instrument (POI): As an alternative to submission of EMD as above, the Bidder also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development Agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited only. The instrument of 'Letter of Undertaking' as described above in any other form, from any other non-banking financial institutions or bank except (i) Indian Renewable Energy Development Agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited shall not be acceptable. This Letter of Undertaking shall be issued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes

to pay in all scenarios under which the EMD would be liable to be encashed by NHPC within the provisions of RfS/PPA. This instrument would have to be furnished as per Format 6.3 A (I) of the RfS, within the timelines as per Clause 3.24 (i) above, for the amount and validity period as per those Clause above.

Insurance Surety Bond: As an alternative to submission of EMD as above, the Bidder also has an option to submit Insurance Surety Bond issued by Insurance Company registered in India under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority (IRDAI) acceptable to NHPC in the prescribed proforma. This Insurance Surety Bond would have to be furnished as per Format 6.3 A (II) of the RfS, within the timelines as per Clause 3.24 (i) above, for the amount and validity period as per those Clause above.

The term "Bank Guarantee (BG) towards/ against EMD" occurring in the RfS shall be read as "Bank Guarantee (BG)/ Payment on Order Instrument (POI)/ Insurance Surety Bond towards/ against EMD".

ii) **Performance Bank Guarantee (PBG) of Rs. 44.15 Lakh /MW for each block against Configuration-I and Rs. 32.65 Lakh/MW for each block against Configuration-II** as per Format 6.3 B/ 6.3 B (I)/6.3 B(II), is to be submitted by the successful bidder to BSUL before signing of PPA. The PBG should be valid for a period up to (& including) the date as on 9 months after the Scheduled Commissioning Date of the Project. PBG shall be submitted for each project separately.

On receipt and after verification of the Total Performance Bank Guarantee in acceptable format and after signing of PPA, the earlier Bank Guarantee towards EMD would be returned to the Bidder. It may be noted that PPA will be signed only upon successful verification of the PBG submitted by the BESSD.

Payment on Order Instrument (POI): As an alternative to submission of PBG as above, the BESSD also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Energy Development Agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited only. The instrument of 'Letter of Undertaking' as described above in any other form, from any other non-banking financial institutions or bank except (i) Indian Renewable Energy Development Agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited shall not be acceptable. This Letter of Undertaking shall be issued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the PBG would be liable to be encashed by NHPC within the provisions of RfS/PPA. This instrument would have to be furnished as per Format 6.3 B(I) of the RfS, within the timelines as per Clause 3.24 ((ii) above, for the amount and validity period as per those Clause above. In case the BESSD chooses to submit POI, delay in submission of the POI beyond the timeline stipulated at Clause 3.24 ((ii) above, the provisions of Clause 3.24 ((ii) will be applicable in this case too.

Insurance Surety Bond: As an alternative to submission of PBG as above, the Bidder also has an option to submit Insurance Surety Bond issued by Insurance Company registered in India under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority (IRDAI) acceptable to NHPC in the prescribed proforma. This Insurance Surety Bond would have to be

furnished as per Format 6.3 B (II) of the RfS, within the timelines as per Clause 3.24 (ii) above, for the amount and validity period as per those Clause above.

The Bank Guarantees submitted by a generator as 'Performance Bank Guarantee(PBG)'may be released, if the generator is able to replace the same with "Payment on Order instrument" / Letter(s) of Undertaking to pay in case situation of default of generator in terms of Power Agreement (PPA) arises, from Indian Renewable Energy Development Agency Limited (IREDA) or Power Finance Corporation Limited (PFC) or REC Limited (REC).Generators can seek such Letters(s) by offering due security to the above mentioned three nonbanking financial institutions (IREDA, PFC & REC) for seeking replacement of their Bank Guarantees already pledged with the implementing agencies.

The term "Performance Bank Guarantee (PBG)" occurring in the RfS shall be read as "Performance Bank Guarantee" (PBG)/Payment on Order Instrument (POI) / Insurance Surety Bond"

In case of a Joint Venture / Consortium, the Performance Bank Guarantee shall be in the name of individual partner of Joint Venture in proportion of its participation share. The performance security shall not be released till liquidated damages, if any, is pending for recovery.

If the BESSD does not submit the performance security within the stipulated period due to any valid reason, Tender Inviting Authority may grant time extension for submission of performance security based on the request of BESSD.

In case, the BESSD does not submit performance security without a valid reason, NHPC shall impose simple interest @12% per annum on the full amount of applicable performance security (alongwith applicable taxes, if any) for the period of delay in submission of performance security. The interest on delayed period shall be calculated on pro rata basis for number of delayed days.

The interest accrued shall be payable by the BESSD within 14 days from the date of intimation by Tender Inviting Authority in form of Bank Demand Draft/ Banker Cheque in favour of 'NHPC Ltd', otherwise the same shall be recovered from any payment due or become due against bills / any other amount lying with NHPC.

The delayed submission of Performance Security by the BESSD shall be recorded in substantial completion and final completion certificates. Further, no claim for extension of time for completion period or any other type of claim on account of delayed submission of performance security shall be entertained.

If BESSD fails to submit the Performance Security within 45 days (for the contracts having time for completion - upto 12 months) or 60-days (for the contracts having time for completion - more than 12 months) from the date of notification of signing of Battery Energy Storage Purchase Agreement, then following actions shall be taken against such BESSD:

i) Award shall summarily be terminated

ii) EMD/ Bid security shall be forfeited.

iii) The bidder shall be debarred / banned to participate in the business dealings with NHPC for a period of one year.

iv) The name of the Contractor shall be hosted on the NHPC website etc. as per existing norms of NHPC / Govt. of India.

v) Such defaulted contractor shall not be eligible to participate in the bidding process of re-tender of this work.

Note: *In case any extension is given to the Project, the corresponding extension needs to be made in the validity of PBG. The PBGs are required to be submitted in the name of the entity signing the PPA. In case of PPA being eventually signed with the SPV incorporated/utilized by the successful bidder, the PBG may be submitted in the name of the successful bidder at an earlier date, if the bidder chooses to do so, and the same shall be replaced by the PBG issued in the name of the SPV, prior to signing of PPA***.**

General:

a. The format of the Bank Guarantees/POI/Insurance Surety Bond prescribed in the Format 6.3 A / 6.3 A(I) / 6.3 A(II) (EMD)/ 6.3 B/ 6.3 B(I)/ 6.3 B(II) (PBG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA shall not be signed. The selected Bidder for the Project selected based on this RfS is required to sign PPA with BSUL within the timeline as stipulated in Clause 3.14 of the RfS. In case, BSUL offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 3.14 of the RfS, or does not meet eligibility criteria upon submission of documents or does not execute the PPA within the stipulated time period, then the Bank Guarantee equivalent to the amount of the EMD shall be encashed by NHPC/ BSUL from the Bank Guarantee available with NHPC (i.e. EMD or PBG) as liquidated damages not amounting to penalty, the selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect.

b. The Bank Guarantees have to be executed on non-judicial Stamp paper / e-stamp paper of appropriate value, as per Stamp Act. The Bank Guarantees have to be in the name of the Bidding Company / Lead Member of Bidding Consortium.

c. All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/BESSDs. Any Bank Guarantee or amendment to be submitted as part of the bidding process / contract execution, shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS to (Name of the beneficiary: NHPC Ltd. Account No.: 10813608692 IFSC Code: SBIN0017313 Address of the Bank: State Bank of India 5th Floor, Red fort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi-110001) and a confirmation in this regard is received by NHPC".

d. In case of Bank Guarantees issued by foreign branch of a Scheduled Commercial Bank, the same is to be endorsed by the Indian branch of the same bank or SBI, and the endorsing bank would be required to provide the SFMS confirmation.

The EMD of unsuccessful bidders shall be released within fifteen days of the completion of reverse auction process.

e. In addition to the other remedies, this PBG can be encashed to recover any damages/dues of the BESSD in terms of the PPA. It is hereby clarified that the damages/dues recovered by the Intermediary Procurer by encashing the PBG, upon the default of the BESSD under the PPA, shall be credited to the Payment Security Fund to be maintained by NHPC as mentioned in clause 3.13 of this RfS or may be dealt as per the guidelines/modalities issued by MNRE from time to time.

f. The PBG of BESSDs shall be returned to them, after successful commissioning of their projects as per Terms of PPA, after taking into account any liquidated damages due to delays in commissioning as per relevant Clauses of the RfS. In case of part commissioning, PBG, corresponding to the part capacity commissioned, shall be released after successful part commissioning of their projects as per Terms of PPA, after taking into account any liquidated damages due to delays in commissioning as per relevant Clauses of the RfS.

g. The Bank Guarantees have to be executed on non-judicial Stamp paper / e-stamp paper of appropriate value, as per Stamp Act. The Bank Guarantees have to be in the name of the Bidding Company / Lead Member of Bidding Consortium.

h. In order to facilitate the Bidders to submit the Bank Guarantee as per the prescribed format and in line with the requirements, check-list at **Appendix – A** has been attached. Bidders are advised to take note of the above checklist while submitting the Bank Guarantees. Bidders have to submit the above check list duly filled in along with Bank Guarantee.

3.24.1 Online Confirmation of BG towards EMD

For online confirmation of Bank Guarantee against Bid Security, the bank details of NHPC to be communicated to the issuing Bank is as under:

Name of the beneficiary:	NHPC Ltd.
Account No. :	10813608692
IFSC Code:	SBIN0017313
Branch Code:	17313
Address of the Bank:	State Bank of India, 5th Floor, Red Fort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi – 110 001

Bidder is required to submit the SFMS receipt issued by the bank alongwith its bid for BG Confirmation.

3.25 FORFEITURE OF EMD

The EMD shall be forfeited in following cases:

a) If the bidder/his representatives commit any fraud while competing for this contract;

b) If the bidder withdraws or varies the bid during the validity of the bid;

c) In case, NHPC/BSUL offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 3.12.4.1 or does not execute the PPA, within the stipulated time period.

d) If the bidder refuses to withdraw, without any cost to NHPC, any deviation, variation, additional condition or any other mention anywhere in the bid, contrary to the provisions of the RfS Document;

e) If the bidder fails to furnish required Performance Bank Guarantee in accordance with Clause 3.24; and

f) In case the bidder is disqualified from the bidding process in terms of Section 3 & 4 of Integrity Pact.

3.26 MINIMUM PAID UP SHARE CAPITAL TO BE HELD BY THE PROMOTER

The Company developing the project shall provide the information about the Promoters and their shareholding in the Company to NHPC indicating the controlling shareholding at the stage of submission of RfS to NHPC.

No change in the controlling shareholding of the Bidding Company or Bidding Consortium shall be permitted from the date of submission of response to RfS till the execution of the PPA. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

Following shall not be considered as change in shareholding as mentioned above:

a. Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.

b. Conversion of CCDs, CCPs etc. already issued to existing shareholders.

c. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of PPA), insolvent, insane of existing shareholders.

d. Transfer of shares within the members of Immediate Promoter Group only.

e. Transfer of shares to IEPF.

f. Issue of Bonus Shares

The Successful bidder, if being a single company, shall ensure that its shareholding in the SPV/ project company executing the PPA shall not fall below 51% (fifty- one per cent) at any time prior to 1 (One) year from the COD, except with the prior approval of NHPC.

In the event the successful bidder is a consortium, then the combined shareholding of the consortium members in the SPV/project company executing the PPA, shall not fall below 51% at any time prior to 1 (One) year from the COD, except with the prior approval of NHPC.

Further, the successful bidder, shall ensure that its promoters shall not cede control till 1 (One) year from the COD, except with the prior approval of BSUL. In this case it shall also be essential that the successful bidder shall provide the information about its promoters and their shareholding to BSUL before signing of the PPA with BSUL.

Any change in the shareholding after the expiry of 1(One) year from the COD can be undertaken under intimation to BSUL.

The expression "control" shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors.

In the event the Battery Energy Storage System Developer is in default to the lender(s), lenders shall be entitled to undertake 'Substitution of Promoter' in concurrence with the Procurers."

In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a new entity, an amount of INR 10 Lakh per Project +18% GST per Transaction as Facilitation Fee (non-refundable) shall be deposited by the developer to BSUL.

Note: *- In case Bidding Company or Bidding Consortium is selected for more than one project, then separate project company may be formed for each project; however the equity commitment (in case of bidding consortium) as informed at the stage of RfS shall be maintained in all the project companies to be formed before signing of PPA with BSUL. Similarly for the Bidding Company, forming a project company with no change in Shareholding shall be permitted from the RfS stage upto PPA, but the controlling shareholding as informed at the stage of RfS shall not change up to 1 (One)year after SCD of the Project. An Indian company can form a Special Purpose Vehicle (SPV) for execution of the Project before signing of PPA. The SPV so formed shall be 100% owned subsidiary of the Bidding Company.*

3.27 FINANCIAL CLOSURE OR PROJECT FINANCING ARRANGEMENTS:

3.27.1 The Projects shall achieve Financial Closure within the date as on **6 months prior to SCD** or Extended SCD as the case may be.

3.27.2 At the stage of financial closure, the BESSDs shall report 100% tie-up of Financing Arrangements for the Projects. In this regard, the BESSD shall submit a certificate/necessary document from all financing agencies regarding the tie-up of 100% of the funds indicated for the Project, including arrangements of funds in the form of Equity.

3.27.3 Checklist of documents to be submitted at this stage is provided at **Annexure-2** of the RfS.

3.27.4 In case of non fulfilment of conditions subsequent as above, BSUL shall encash the Performance Bank Guarantee/Payment on Order Instrument / Insurance surety bond submitted by the BESSD, terminate this Agreement and remove the Project from the list of the selected Projects by giving a notice to the BESSD in writing of at least fifteen(15) days. , unless the delay (subject to the condition that BESSD has made/ is making all possible efforts) is not owing to any action or inaction on the part of the BESSD or caused due to a Force Majeure. Unless extended as per provisions of ITB 3.27.4, the termination of the Agreement shall take effect upon the expiry of the 15th day of the above notice.

An extension, without any impact on the Scheduled Commissioning Date of the project, can however be considered, on the sole request of BESSD, on payment of Rs. 1000/- per day per MW + 18% GST to BSUL. Such extension charges are required to be paid to BSUL in advance, for the period of extension required. In case of any delay in depositing this extension charge, BESSD shall pay an interest on this extension charge for the days lapsed beyond due date of Financial Closure @ SBIMCLR (1Year). In case such delay in making payment of the extension chargestoBSUL is more than 7 days, the termination of the Agreement shall take effect upon the expiry of such 7th day. This amount will go into the Payment Security Mechanism. In case of the BESSD meeting the requirements of conditions subsequent and financial closure before the last date of such proposed delay period, the remaining amount deposited by the BESSD shall be returned by BSUL without interest. This extension will not have any impact on the Scheduled Commissioning Date unless approved by BSUL/ Buying Entity. Any extension charges paid so by the BESSD, shall be returned to the BESSD without any interest on achievement of successful commissioning within the Scheduled Commissioning Date, on pro-rata basis, based on the project capacity commissioned as on Scheduled Commissioned Date. However, in case the BESSD fails to commission the Contract Capacity by Scheduled Commissioning Date, the extension charges deposited by the BESSD shall not be refunded by BSUL.

3.27.5 The BESSD will have to submit the required documents to the BSUL at least Fourteen (14) days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, the BSUL shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.

3.28 LAND ARRANGEMENTS FOR THE PROJECT:

3.28.1 Land identification and possession shall be in line with Clause 3.6 of Section 3A the RfS.

3.28.2 The BESSD shall submit documents/Lease Agreements to establish possession/right to use the required land area in the name of the BESSD for a period not less than the complete term of the PPA, on or before the SCSD.

3.28.3 The BESSD shall submit a sworn affidavit from its authorized signatory, listing the details of the land and certifying that total land required for the Project is under clear possession of the BESSD.

3.28.4 With respect to demonstration of land possession by the BESSD, commissioning of the Project will not be allowed until the demonstration of land possession by the BESSD in terms of this Clause and Clause 7 of Section -3B (SCC) of the RfS. However, in case of delays in demonstrating land possession by the BESSD on account of Government delay (including but not limited to delay in land use pattern change, and/or relaxation under respective State land ceiling Act, and/or land lease permission from State Government/Authorities) or delay caused due to a Force Majeure as per PPA, SCSD shall be suitably extended.

3.29 COMMERCIAL OPERATION DATE (COD):

In case of part commissioning, Commercial Operation Date (COD) will be declared only for that part of BESS Project Capacity. COD shall be the next day after the date of commissioning of the Project, as indicated on the Commissioning Certificate, upon successful commissioning of the full capacity of the BESS Project or the last part BESS capacity of the Project as the case may be, as declared in line with the commissioning procedure as provided in the PPA / as per IEGC / State Grid code provisions. Similarly, for each part commissioning, COD will be the next day after actual date of commissioning of the respective part capacity.

The BESSD shall obtain necessary charging and safety clearances from the concerned authorities (CTU/SLDC etc.) prior to commissioning of the Project. The **25-year tenure** of PPA shall be as per the provisions of PPA. Any capacity being offered to the grid before COD shall be offered to the BSUL First and BSUL shall communicate its willingness to buy the BESS capacity made available before COD, within 15 days from the date of communication from BESSD. Declaration of COD will be governed by applicable Grid Code provisions, and in case of discrepancy between the procedure given in the RfS and that stipulated in the Grid Code, the provisions of Grid Code will prevail.

3.30 Not used

3.31 CORRUPT OR FRAUDULENT PRACTICES:

NHPC requires that Bidders observe the highest standard of ethics during the development and operation of Battery Energy Storage System Project(s). In pursuance of this policy, NHPC:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the bidding process or in the development and operation of Battery Energy Storage System Project(s); and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence the bidding process or in the development and operation of Battery Energy Storage System Project(s) to the detriment of NHPC, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive NHPC of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the tender in question and the bid security of the bidder shall be forfeited;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the development and operation of Battery Energy Storage System Project(s).

3.32 Not used

3.33 CONTACTING NHPC:

(a) Except for when NHPC has sought some clarification or additional information in writing from the bidder, no Bidder or his representative shall contact NHPC on any matter relating to its bid, from the time of the opening of bids to the time the LOA is issued.

(b) Any effort by a Bidder to influence NHPC decision during the evaluation process before LOA is issued to successful bidder(s) may result in **rejection of the Bidder's bid.**

3.34 INTEGRITY PACT:

Bidders are required to unconditionally accept the "Integrity Pact (IP)" (executed on plain paper) as per Format 6.12 to the RfS Documents and submit the same duly signed on all pages by the bidder's authorized signatory along with the bid. In case of bidder being a Consortium, the signing of Integrity Pact (IP) by all Consortium members is mandatory.

The Integrity Pact (IP) is to be submitted in hard copy along with other documents to be submitted offline as per Clause 3.12.4.1. Bidder's failure to comply with the aforesaid requirement regarding submission of 'Integrity Pact (IP)' shall lead to outright rejection of the bid and in such case the bid shall not be opened.

Independent External Monitors (IEM)s:

In respect of this tender, the Independent External Monitors (IEM)s would be monitoring the bidding process and the development and operation of Battery Energy Storage System Project(s) to oversee implementation and effectiveness of the Integrity Pact Program.

To oversee the compliance of obligation under the Integrity Pact, Sh. Upendra Malik, Shri Srinivas Sarvepalli and Shri Vinod Kumar, have been appointed as Independent External Monitor (IEM) by the NHPC.

This panel is authorized to examine / consider all references made to it under this tender. The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this tender may raise the issue either with the designated 'Nodal Officer' in NHPC or directly with the IEMs at following Address:

Shri Upendra Malik B-108, NSG Society, Plot-2, Pocket-6, Builders Area Greater Noida-201315 (UP) Email: upendra.malik@gmail.com	Shri Srinivas Sarvepalli 1203, Saket Tower, Griha Pravesh Apartment Sector-77 Noida-201301 (UP) Email:srinivas.eximius@gmail.com	Shri Vinod Kumar, 15, Usha Colony, Shastradara Road, Near Budha Circle, Dehradun, Uttarakhand-248001 Email:vinod.singhal1964@gmail.com

The Independent External Monitors (IEMs) has the right to access without restriction to all Project documentations of NHPC including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid

interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-Contractors / JV partners/Consortium member with confidentiality. HOD (Contracts - Civil), NHPC or his authorized representative shall be the Nodal Officer for necessary coordination in this regard.

3.35 Not used

3.36 MULTIPLE BIDS BY THE BIDDER

Parent, Affiliate or Ultimate Parent or any Group Company with which the bidding company/member of bidding consortium have direct or indirect relationship cannot bid separately in the same selection process in which the bidding company/member of bidding consortium is participating. In case it is found at any stage that this condition is violated, the response to RfS of all such parties will be rejected and if LOA has been issued or PPA has been signed, the same of all such agencies will be cancelled and the Bank Guarantees of all such agencies will be encashed.

3.37 Ineligibility for Participation in Retenders

Notwithstanding the provisions specified in clause 3.25, if a bidder after having been issued the Letter of Award either does not sign the PPA pursuant to Clause 3.14 or does not submit acceptable Performance Bank Guarantees pursuant to Clause 3.24 then such bidder shall be treated ineligible for participation in re-tendering of this particular selection process.

SECTION 3B.

SPECIAL CONDITIONS OF CONTRACT

1.1 Project Background and Solar Infrastructure

Bundelkhand Saur Urja Limited (BSUL) has been notified as the Solar Power Park Developer (SPPD) by the Ministry of New and Renewable Energy (MNRE), Government of India, for the development of the 1200 MW Jalaun Solar Park in District Jalaun, Uttar Pradesh.

Under this framework, BSUL has completed the selection of Solar Power Developers (SPDs) i.e. M/s Coal India Limited (CIL) and M/s NLC India Renewables Limited—for the implementation of 1200 MW of solar generation capacity across Tehsil Orai and Tehsil Madhogarh. The total annual contracted capacity with SPDs is 2,419 Million Units (MU) which is detailed as under:

Table-1

Developer	Location	Installed Solar Capacity (MW)	CUF %	Contracted Enerrgy (MU)	Min Cont. Energy (MU)	Max Cont. Energy (MU)	Tariff
Coal India Limited	Madhogarh	300	23	604.75	514	665	**2.73**
Coal India Limited	Madhogarh	300	23	604.75	514	665	**2.73**
NLC India Renewables Ltd	Pathrahi	300	23	604.75	514	665	**2.74**
NLC India Renewables Ltd	Orai	300	23	604.75	514	665	**2.74**
TOTAL		**1200**	**23**	**2419**	**2056**	**2660**	

1.2 Objective of the RfS

BSUL intends to integrate Battery Energy Storage System (BESS) with the existing Solar Power of 2,419 Million Units (MU) in Solar + BESS configuration for meeting the firm and dispatchable power requirement of End Procurer.

Accordingly, this Request for Selection (RfS) is issued for the selection of a Battery Energy Storage System Developer (BESSD) who shall procure the entire solar energy generated from the existing solar plants, set up the co-located BESS projects, utilize the existing solar energy for charging of BESS and schedule the Solar (Remaining)-plus-BESS power as per the terms of this RfS.

1.3 Scope and Configuration Options

The project developer will be selected through Tariff Based Competitive Bidding (TBCB) at composite Solar+BESS tarrif for following two configurations which have been devised for optimum utilization of Solar-plus-BESS capacity based on the Energy availabily from existing solar plants as per **Table no.1** above.

- **Configuration I (300MW/800MW/4800MWh):** Scheduling of 300 MW of solar capacity during solar hour, coupled with the BESS capacity of 800 MW / 4,800 MWh in Non-Solar Hour.
- **Configuration II (600MW/800MW/3200MWh):** Scheduling of 600 MW of solar capacity during solar hour, coupled with BESS capacity of 800 MW / 3,200 MWh.

The developer is free to bid for either or both configurations, and PPA shall be signed for either of the configurations based on the requirement of Buying Entity

The selected BESS Developer shall be required to set up the Battery energy storage infrastructure for the four (4) distinct blocks near the three (3) nos. 33/400 kV Pooling Substations (PSS) nearby Jalaun Solar Park. The Developer shall procure the solar energy generated from these blocks and supply the Solar-plus-BESS power to the designated Delivery Point at the ISTS CTUIL substation.

1.4 Setting up of the BESS and interconnection of the BESS with the BSUL PSS, Operation & Maintenance including safety of the equipment / personnel will be under the scope of the BESSD. This RfS is technology agnostic on the nature of battery storage system being opted by the BESSD, as long as it meets the definition of BESS under this RfS and the required performance criteria under the RfS and PPA.

For the capacity under this contract with BSUL, discharge of the system energy (Solar+BESS) has been provisioned to be tied up with the Buying Entity. The Project developer shall secure the charging power for the BESS project from the existing co located solar project in Jalaun Solar Park ("BESS charging source") upto the capacity as defined under this agreement and shall make separate arrangement on its own to meet any short fall in charging power from other RE source.

2 Total Capacities Offered and Project Sizing.

2.1 The Selection of successful bidder under the above configurations will be carried out through e-bidding followed by e-Reverse Auction process. The total capacity for the supply of Solar-plus-BESS power for above two configurations will be awarded at 4 (four) locations of Jalaun Solar Park. The break-up of maximum capacities that will be awarded in these 4 locations along with connectivity voltage level, bay are as follows:

Table-2

Sl No	Location	Solar+BESS Capacity in MW/MW/MWh		Connectivity Voltage Level (in KV)	Bay Availability	Land Availibility
		Configuration-I	Configuration-II			
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	Madhogarh PSS Block-1 26°23'25" N, 79°11' 42" E	75/200/1200	150/200/800	33/400KV, Madhogarh PSS	Power evacuation infrastructure upto the 33kV level from grid side shall be developed by BSUL and interconnection of BESS shall be in scope of BESSD.	In BESSD Scope
2	Madhogarh PSS Block-2 26°23'25" N, 79°11' 42" E	75/200/1200	150/200/800	33/400KV, Madhogarh PSS		In BESSD Scope
3	Pathrahi PSS Block-3 26°23'20.8" N, 79°18'34.6" E	75/200/1200	150/200/800	33/400KV, Pathrahi PSS		In BESSD Scope
4	Orai PSS Block-4 25°50'39.41" N, 79°15'33.04" E	75/200/1200	150/200/800	33/400KV, Orai PSS		In BESSD Scope
Total Capacity		**300/800/4800**	**600/800/3200**			

Note: *75/200/1200 means Solar Power of 75 MW, BESS capacity of 1200 MWh to be discharged @200 MW per hour for six hours. Similarly, 150/200/800 means Solar power of 150 MW, BESS capacity of 800 MWh to be discharged @200 MW per hour for four hours.*

The total Solar-plus-BESS systems capacity shall be divided into four blocks as specified in above table at the project locations in Jalaun Solar Park. Block-wise operation can be on manual mode on instructions from RLDC. Each Solar-plus-BESS block must be operated/responded independently to comply RLDC instructions. For operational purposes, each Solar-plus-BESS block will be treated as a separate project and schedules and operating instructions will be issued accordingly.

2.2 The selection of project developers will be carried out based on the levelized composite Solar +BESS Tariff (Rs / kWh) basis offered by the Bidders. In this context, the term "Project" used anywhere in the RfS, will solely mean the Solar-plus-BESS to make available the Contracted Capacity (MU) as agreed to in the PPA.

Each Project under any of the two configurations shall be allocated to the lowest Qualified Bidder (L-1) at a particular Pooling Substation based on the respective location capacities indicated above. The selection of the developer under either of the two configurations shall be determined through e-RA separately and PPA shall be signed after signing of PSA as per requirement of Buying Entity/DISCOM.The Project shall be connected to the Interconnection

Points, as in **Table 2** at Sl.no. 2.1 above. The BESSDs shall demonstrate the Contracted Capacity in terms of energy (MU) at the ISTS CTUIL Delivery Point at Orai.

2.3 For a specified Contracted Capacity, any oversizing of the BESS Capacity over the rated capacity required under this RfS, is left to the discretion of the BESSD. However, it is to be noted that, at the time of commissioning, rated capacity of the BESS (Power and Energy) to be installed as indicated in the PPA, will be verified by SPPD/ competent authority.

The Battery Energy Storage System Developer (BESSD) shall arrange the nearby location on its own for the BESS Project based on the geographic coordinates of the PSS provided in the above **Table 2.** The selected site must be technically feasible, geotechnically stable, free from environmental hazards, and must not interfere with any existing or planned infrastructure, rights-of-way (RoW), or utilities at the pooling substation.

The exact coordinates of the PSS may vary within a maximum range of **500 meters** of the coordinates specified in said table.

3. Minimum & Maximum Contracted Capacity Allocation to Bidder

Following conditions shall be applicable to the Bidders for submission of bids against this RfS:

3.1 A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit bids offering contracted Capacity against Configuration-I or Configuration-II or for both the Configurations in which each location having capacity of "*75MW/200MW/1200MWh"* out of total capacity of "*300MW/800MW/4800MWh*" or "*150MW/200MW/800MWh"* out of total capacity of *600MW/800MW/3200MWh* in the prescribed formats alongwith the site location preference for which RfS(s) are submitted.

The Minimum capacity against which the bids are to be submitted by the bidders in each location shall not be less than the capacity at each location mentioned at Column (3) / Column (4) of table under Clause 2.1 above. Bidder can quote the tariff either for Configuration-I or Configuration-II or for both the Configurations. However, the total capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be up to 50% of total contracted capacity under this RfS, and its allocation shall be limited to maximum two locations in either / both configurations.

If a bidder submits their bids for two Blocks capacity and during Techno-Commercial Evaluation it is observed that their bid is not responsive for two blocks capacity and responsive for one block capacity only, then NHPC/BSUL may, at its discretion, ask the bidder for their consent of consideration of their bids for one block capacity only. Bidder has to give the necessary consent within the specified time limit, failing which, the submitted bids will be treated as non responsive for all the quoted capacity. Further, in case bidder gave their consent for consideration of bid for one block instead of two blocks, then also the processing fee submitted for two blocks shall not be reduced.

Note: In case a common Company/Companies directly or indirectly hold(s) more than 10% but less than 26% shareholding in more than one Bidder participating in the RfS, each of such Bidders will be required to submit the Disclosure as per prescribed Format.

3.2 The evaluation of bids shall be carried out as described in Section-4 of RfS. The methodology for allocation of Projects is elaborated in Section-4 of RfS.

3.3 Subject to the exception as per Clause 3.1 above, multiple bids from same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.

4 Project Location

4.1 The Project shall be located nearby to the Pooling Sub Stations (PSS) of the Jalaun Solar Park. The BESS Project location(s) should be chosen taking cognizance of the provision as per the RfS. Land arrangement will be under the scope of the BESSD nearby to the PSS chosen by Developer for interconnection of BESS on "Right to use basis" through suitable agreement with State Govt of Uttar Pradesh. However, if BSUL has any land available in the park area, it may be provided to the developer on chargeable basis as per applicable state Govt guideline.

As BESS is prone to fire hazard, the BESSD shall provide suitable means such as fire barrier between switchyard and BESS to avoid fire to spread from BESS to yard equipment. The safety of the equipment / personnel related to BESS operations will be in the scope of the BESSD. Buying entity / BSULwill in no way be responsible for any loss/ damage due to any fire accidents. Fire Hydrant system with approval from Uttar Pradesh Fire and Emergency Services shall be installed in the BESS area. The BESS container area shall be fitted with High mast Thermal & Surveillance Camera and streaming of the same shall be provided at Control Room of respective Sub Station in BESSD's scope.

Contact details of concerned officers from BSUL for the site visit is attached at **Appendix-1.**

5 Connectivity with the Grid

5.1 The entire solar energy from the Solar Power project shall be injected into the Pooling Sub-Stations (PSS) where the BESS is to be connected for pooling of BESS power. The details of PSS are as per table under Clause 2.1 above. The pooled power at the Pooling Substation (PSS) shall be evacuated to the 765/400 kV Grid Substation (GSS) of PGCIL at Orai through a 400 kV transmission line, the connectivity for which falls under the scope of the SPPD/BSUL. Additionally, BSUL has applied for Non-Solar Hour Connectivity at the Orai ISTS GSS as per General Network Access (GNA) Regulations, 2022.

The BESS Project should be designed for interconnection with the ISTS network in accordance with the prevailing CERC regulations in this regard. For interconnection with the grid and metering, the BESSD shall abide by all rules and regulations framed under the Electricity Act, 2003 including the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other Regulations/Procedures (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA). Minimum voltage for interconnection at the ISTS shall be as per table given under Clause 2.1. The power evacuation infrastructure up to the 33 kV level (from grid side) shall be developed by BSUL

under Jalaun Solar Park and inter-connection of BESS with 33 KV side of 33/400 KV Pooling Sub station shall be in the scope of BESSD including 33 KV Bays (I/C, O/G, BC), Metering, Overhead line / power cable etc as required. Therefore, the interconnection point with BESS developer shall be at the 33 kV level i.e., LV side of PTR. The pooled power from PSS shall be evacuated to 765/400KV Sub station of PGCIL through 400 KV transmission line of SPPD/BSUL. All transmission losses as applicable for Transmission of Solar + BESS power shall be apportioned to the SPDs @ SPD tariff and balance transmission losses upto delivery point shall be borne by BESSD. The AC round-trip efficiency shall be guaranteed at the 400 kV ISTS metering point for BESS power. Illustration for apportioning of transmission losses to SPDs is attached as **Appendix- 2.**

BESSD shall also comply with the requirements mentioned in the First Time Charging (FTC) regulations/rules issued by the Government, as amended from time to time.

5.2 Bidders need not to take any separate connectivity approvals from CTUIL. Developers are required to develop their plot plans for connectivity to the proposed 33 kV bus though connection scheme including I/C, O/G, B/C, Metering, 33 kV cables / 33 KV overhead line etc at their own cost. The transmission of BESS power up to the point of interconnection i.e. 33 kV Bus of PSS shall be the responsibility of the BESSD at its own cost. The operation and maintenance (O&M) of the transmission system up to the designated interconnection point (33 kV level) shall be the sole responsibility of the respective developers at their own cost, whereby the BESS Developer (BESSD) shall be responsible for the infrastructure dedicated to BESS energy evacuation, and the Solar Power Developer (SPD) shall be responsible for the infrastructure dedicated to solar power evacuation.

5.3 The entire cost of construction of infrastructure from the BESS project upto and including at the BSUL PSS interconnection point, construction of the Bay, bus bar protection relay augmentation with installation of protection and control panel and maintenance shall be borne by the BESSD.The maintenance of the transmission system up to the interconnection point shall be the responsibility of the BESSD, to be undertaken entirely at its own cost and expense. The SLDC / scheduling charges, other charges if any shall be payable by BESSD. The BESSD shall be required to follow the Connectivity Procedure as per the applicable Regulations issued by Appropriate Regulatory Commission / CEA as amended from time to time. The Bidders have to connect to the specified PSS substation for Interconnection of the BESS Project to the Grid. Connectivity to any other Sub Stations, other than specified is not permissible under this RfS.

5.4 Metering arrangement of each BESS Project shall have to be adhered to in line with relevant clause of the PPA. All relevant parameters of energy injected and drawn by the project shall be measured and continuously recorded by means of a main meter, check meter and standby meter as specified. Power Quality Meter shall also be provided as per extant regulations.

The BESSD shall install Special Energy Meters (SEM) as specified in the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended from time to time, for accounting the quantum of energy generated, the quantum of energy injected into the transmission and/or distribution system and quantum of energy consumed. The Special

Energy Meters installed shall be capable of measuring the 15-minute time-block-wise active energy and reactive energy', in accordance with the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended from time to time and the provisions of State Grid Code.

The BESSD shall install power quality meter and share the recorded data thereof with the BSUL with such periodicity as may be specified by the appropriate Electricity Regulatory Commission. PQ meter to be installed shall be able to measure harmonics as well as other power quality parameters such as voltage sag, swell, flicker, disruptions at POI as per Central Electricity Authority (Technical Standards for Connectivity to the Grid) (Amendment) Regulations, 2019. Also, the power Quality Meter shall conform to ILC 61000 / IEEE Standard 519, Class A and various parameters to be measured include DC current injection, harmonics, voltage sag. swell, flicker and other disruptions.

5.5 All transmission losses as applicable for Transmission of Solar-plus-BESS Power upto the ISTS metering point shall be apportioned to SPDs @ SPD tariff and balance transmission losses upto delivery point shall be borne by BESSD. The illustration for apportionment of transmission losses is mentioned at **Appendix-2**. All expenses including ISTS Transmission charges and Transmission losses in relation to the transmission beyond the Metering Point shall be borne by the Buying Entity.

5.6 The BESSD shall be responsible for scheduling of Solar-plus- BESS Power & comply with CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable. The scheduling of power to/from the Project as per the applicable regulation shall be decided by RLDC/ Buying Entity. However, any DSM penalties due to violation of the schedule of solar-plus-BESS energy shall be to the account of the BESSD. DSM penalties, if any, shall be levied separately on the respective entities as applicable, at their respective ends.

5.7 In order to remove potential discrepancies and ambiguities, the BESSDs are hereby instructed that, as part of scheduling of power to / from the Solar-plus-BESS Power Project, they will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces of the RLDC for the corridor of power flow, as per the Regulations in force, under intimation to the BSUL. Buying Entity will provide tentative day-ahead schedules, however, realtime charging and discharging instructions for BESS will be given with two-block advance notice. This notice shall consider cool-off time required for the BESS. The cooling period required for intermittent charging, intermittent discharging, reversal of cycle from charging to discharge and vice versa, shall be stated by the bidder in their proposal, as stated in the RfS, without fail. The BSUL may facilitate in identification of any discrepancy and assist the BESSD for its early rectification without any liability on the BSUL.The BESSD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices.

5.8 Reactive power charges shall be to the account of BESSD as applicable, at BESSD end during charging and discharging, as per CERC / CEA / SERC regulations. It is to be ensured that harmonics has to be maintained within the prescribed limit as per the Regulations /

Procedures (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA). BESSD shall comply CEA standards / gudelines as as applicable issued from time to time for the BESS project.

5.9 The responsibility of complying with Central Electricity Regulatory Commission (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022 as indicated in the detailed procedure issued subsequently under the above Regulation vests with the BESSD. It is further clarified that the Entities (BESSD and Buying Entity), will be responsible for their respective obligations as notified in the applicable Regulations irrespective of the provisions of the RfS and PPA.

6 Performance Criteria of the Project

6.1 Project Performance Parameters:

a. The Contracted Capacity from the Solar-plus-BESS Project depends upon the final configuration selected by the Buying Entity/DISCOM during the execution of the PSA. Under this framework, Solar + BESS capacity in *Configuration-I of "75MW/ 200 MW / 1200 MWh"* will be obligated to deliver annual energy as per **Table-3**, whereas in *Configuration-II of "150MW/200 MW / 800 MWh"* will be obligated to deliver annual energy as per **Table-4**.

The BESS Developer (BESSD) shall procure the entire solar power generated from the co-located blocks at the 1200 MW Jalaun Solar Park, utilizing it to charge the BESS, supply solar power and shall bear sole responsibility for scheduling Solar-plus- BESS energy to fulfill the delivery commitments under the selected configuration. The Buying Entity/DISCOM shall be obligated to off-take the combined Solar-plus-BESS energy as per selected configuration at the designated Delivery Point (i.e., PGCIL GSS). The details are provided in the following tables:

b. Configuration:

Table-3

Configuration – I							
Location	SOLAR Scheduling at CUF-23%			BESS - 800MW / 4800 MWh			
	(MW)	Min MU	Max MU	Contracted BESS MW/ MWh	BESS output Annual (MU)	Max BESS charging req. (MU)	Solar Tariff chargeable to BESSD

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
Madhogarh	75	76	150	200	1200	438	516	2.61
Madhogarh	75	76	150	200	1200	438	516	2.61
Pathrahi	75	76	150	200	1200	438	516	2.62
Orai	75	76	150	200	1200	438	516	2.62
TOTAL	**300**	**304**	**600**	**800**	**4800**	**1752**	**2064**	

Table-4

Configuration – II								
Location	SOLAR Scheduling at CUF-23%			BESS - 800MW / 3200 MWh				
	(MW)	Min MU	Max MU	Contracted BESS MW/ MWh		BESS output Annual (MU)	Max BESS charging req. (MU)	Solar Tariff chargeable to BESSD
(A)	**(B)**	**(C)**	**(D)**	**(E)**	**(F)**	**(G)**	**(H)**	**(I)**
Madhogarh	150	170	322	200	800	292	344	2.61
Madhogarh	150	170	322	200	800	292	344	2.61
Pathrahi	150	170	322	200	800	292	344	2.62
Orai	150	170	322	200	800	292	344	2.62
TOTAL	**600**	**680**	**1286**	**800**	**3200**	**1168**	**1376**	

The payment to be made to the SPDs for procurement of solar power by BESSD shall be recovered from the BESSD from the payment due for supplying Solar-plus- BESS energy *(wherein solar energy shall be as per range specified in Column C & Column D and BESS energy as per Column G)* to Buying Entity. The solar tariff at *Column (I)* excludes additional margin of 12 paisa per unit i.e trading margin @7 paisa per unit payable to BSUL and facilitation charge@5 paisa per unit payable to GoUP. The additional margin of 12 paisa per unit shall be recovered from BESSD for all the power injected into the grid at ISTS-CTUIL delivery point.

In accordance with the agreement between BSUL and SPDs, the SPDs shall be obligated to provide the Solar power from the above solar project upto Maximum of 110% (2660 MU) and Minimum of 85% (2056 MU) of the Contracted energy (2419 MU) mentioned above in the table at Sl. No.1 above. If the SPD is not able to supply Minimum 85% of above energy to BESSD, then penalty @ 1.5 times the solar tariff (Column I) shall be payable to the BESSD by the SPDs /BSUL for any shortfall of energy not supplied below 85%.

The BESS Developer shall be obligated to off-take the entire solar power generated by the respective Solar Power Developers (SPDs) within the specified operating range of 85% to

110%, as detailed above. In the event that the BESSD fails to off-take this scheduled power for reasons other than a Force Majeure event, the BESSD shall be liable to pay the Solar Tariff for the shortfall energy to enable BSUL to remit the same to SPDs, however, such liability and penalty payment shall only trigger once the cumulative duration of reduced off-take exceeds 175 hours within a given Contract Year.

Any shortfall in the energy required for charging of BESS along with supply of solar energy as per applicable configuration shall be arranged by the BESSD on its own from other RE source. The BESSD can, however, source up to 10 % RE power (in energy terms), on annual basis, from the green market sources/bilateral agreements, towards meeting the supply conditions stipulated in the RfS/PPA.

Further, the BESSD shall firstly, exhaust the energy allocation from the above co-located solar power projects before going for any other RE Source.

For instance, as per **Configuration-II,** a Project Capacity of 150MW/200 MW/800 MWh, Contracted BESS Capacity shall be 200MW/800 MWh under the PPA. Accordingly, for a Contracted BESS Capacity of 200 MW/800MWh, the PPA shall entitle the off-taker to schedule discharge upto 800 MWh of energy from the BESS in each cycle of four hours, subject to the following:

i. BESSD shall install the BESS capacity so as to schedule power at the rate of contracted capacity to Buying Entity and schedule charging of the BESS with equal amount of energy plus energy expected to be lost as conversion losses (determined from the guaranteed Round-Trip Efficiency (RtE) @85% of the system).

   Illustration:

   For a Contracted BESS Capacity of 200MW / 800MWh, assuming an RtE of 85%, BESSD shall install the capacity of 942 MWh (800/0.85) and schedule charging power to the tune of 942 MWh, to discharge 800 MWh as per the desired schedule.

ii. Energy scheduled for discharge in a given cycle during a year shall be more than or equal to the Min. Dispatchable Energy Capacity at the End of Year as specified in Clause 6.1 e.(iv) below.

   The total Project Capacity (Solar-plus-BESS) shall be for supply to and offtake by BSUL / End Procurer and there will be no merchant capacity. The BESSD shall adhere to the specifications and performance requirements laid out in the RfS for setup of BESS.

d. For instance, under selection as per **configuration-II,** Power rating of 800 MWh (200 MW x 4 hours) BESS will be 200 MW, i.e. the Maximum value of the active output at the Delivery Point. Input power shall be provided by SPDs at inter-connection point of PSS for contracted capacity as illustrated in 6.1 (b). The energy rating of 800MWh of the BESS system will be the dispatchable capacity at SCSD of the system as measured at the Delivery Point. Terms and definitions of terminologies related to BESS shall be as defined in IEC 62933-2-1.

e. It is to clarify that there shall be no discharging from BESS by Buying Entity between 08:00 hrs to 17:00 hrs. However, if 4-hour / 6-Hour discharging session has been completed by Buying Entity in one or two sessions, BESSD is allowed to start charging activity immediately after completion of 4-hours / 6-Hour of discharging and considering the cooling time for BESS as per RfS provisions. The next discharging cycle shall start from 18:00 hrs onwards considering 1-hour cooling time. The BESSD shall make the BESS available for single operational cycle per day, i.e. single complete charge-discharge cycles per day. Discharging from the BESS shall be solely as per the schedule by Buying Entity / RLDC and Buying Entity will provide tentative day-ahead schedules, however, realtime discharging instructions will be given with two-block advance notice. This notice shall consider cool-off time required for the BESS. The cooling period required for intermittent charging, intermittent discharging, and reversal of cycle from charging to discharge and vice versa, shall be stated by the bidder in their proposal, as stated in the RfS, without fail. However, BESSD shall be obligated for BESS to be discharged in two separate discontinuous spells per cycle.

f. Following provisions shall be applicable on the entire capacity guaranteed to be off taken by BSUL/Buying Entity;

i. The procurement shall be in Energy (MU) terms. The BESSD shall install, operate and maintain the BESS to offer discharge energy to End Procurer "on scheduling basis". The BESSD shall guarantee a **Minimum BESS Energy of 85%** on Annual basis and **Minimum BESS Energy of 75%** on Monthly basis. The BESSD shall pay the penalty @1.5 times the discharge energy tariff (PPA Tariff) for any shortfall on Monthly and Annual basis for BESS energy which shall enable BSUL to remit the amount to Buying Entity under PSA to make up for losses due energy not made available to the Buying Entity.

It is hereby clarified that the BESS should be designed to provide a Maximum of 6 hours in configuration I & and 4 hours in configuration -II of discharging capacity as per selection in either configuration. However, Buying Entity, at its sole discretion, can schedule the discharging of the BESS in one or two sessions each day except during the Charging Window provided to BESSD during solar hours.

Illustration:

Configuration-I

S No.	Session-I	Session-II
1	6 hours	-
2	3 hours	3 hour
3	4 hours	2 hours
4	2 hour	4 hours

Configuration-II

S No.	Session-I	Session-II
1	4 hours	-

2	3 hours	1 hour
3	2 hours	2 hours
4	1 hour	3 hours

The BESSD shall also declare power availability of **Solar energy** on Day Ahead Basis on receipt from SPD. For any shortfall in the supply of solar energy to the Buying Entity as procured from SPDs, BESSD shall be liable to pay a penalty to BSUL for shortfall solar energy *@1.5 times of solar tarrif* as received from for the SPD.

ii. "Availability" of the project shall mean the ability of the BESS to execute a function i.e. discharging of energy in MU terms, when called upon to do so, as per the schedule or signal provided by the off-taker, subject to the Minimum system ratings specified herein. In addition, the BESSD shall also demonstrate, on annual basis, 100% of the Minimum dispatchable energy of the BESS at the delivery point. Monthly energy shall be calculated for each month and on the basis of Monthly energy, Annual Energy shall be calculated. For a given PPA, the Monthly Energy guarantee shall commence from the date of commissioning of the system.

iii. The penalty for not - available capacity with reference to contracted capacity below 75% in MU terms shall be settled on Monthly basis and if it is not able to settle in the same / current month, it will be carried forward for settlement in subsequent month(s).

iv. The nameplate ratings shall be achievable during discharge for the full range of environmental conditions at the project site when the battery is fully charged. In any case, the BESS shall be capable of being discharged at reduced power levels from that specified above. However, the energy discharged from the battery shall not require to be greater than the nameplate watt-hour rating specified herein.

v. Buying Entity shall, in accordance with Applicable Laws and Regulations thereunder, issue instructions to the BESSD though BSUL for despatch of electricity to the Grid during such period and in such volume as it may specify in its instructions. The BESSD shall clearly specify the maximum recovery times required to restore the BESS for functional availability between duty cycles. The Maximum allowed cooling time between Charge to Discharge or Discharge to Charge would be 1 hr.

vi. **Operational Window:** Operational Window shall mean the expected hours/duration of system (capacity) availability on each day during the term of the Contract, excluding:

   a. Maximum BESS recovery time as specified in this document

   b. Grid Outages (duly certified to this effect by the Grid Operator)

vii. Deleted

viii. In addition to above, the BESSD shall also submit Available Energy Test Report for the Project Capacity as per IEC 62933-2-1 on Annual basis.

ix. It shall be the responsibility of the BESSD to make periodic replacements / replenishments of system capacities at its own cost to ensure annual guaranteed system

ratings, if and when required, up to the Term of the Contract. Outage time as a result of replacement will also be counted as an "Accountable BESS Outage" for the purpose of computing BESS Availability.

x. Pursuant to the provisions as above, the BESSD shall plan the despatch of electricity and convey its availability for scheduling thereof by the RLDC / SLDC and shall supply electricity in accordance with the provisions of the Grid Code and the Electricity Act, 2003. The BESSD shall adhere to all the technical requirements as brought out in the RfS. The BESS shall conform to all the applicable CEA Standards for connectivity, metering, communication with the grid operators, etc and CERC/SERC Regulations.

6.2 **Shortfall in Meeting Performance Criteria:**

Following provisions shall be applicable on the Contracted Capacity to be offtaken by DISCOM/Buying Entity:

i. Shortfall in Generation:

Subsequent to COD of full Project/Contracted Capacity (Solar-plus-BESS), in case the monthly Generation by the BESSD is less than the Minimum as specified in the PPA, such shortfall in performance shall make the BESSD liable to pay the penalty provided in the PPA to BSUL to enable BSUL to remit the amount to Buying Entity.

- **Illustration for applicable penalty on Solar Energy Generation.**

  Penalty on account of shortfall in meeting the Minimum Solar Generation energy (i.e., B < A) will be computed as follows:

  Penalty in Rs. = (A – B) x D x 1.5 where,

  A is Minimum Guaranteed Monthly Solar Generation (kWh);
  B is Actual Monthly solar generation (kWh),

  D is solar energy tariff (@Rs 2.61/- or Rs. 2.62/-) as discovered through bidding process of selection of SPD;

  It is clarified that the calculation of Generation will not include the planned outage as declared by the BESSD. However, in case the BESSD notifies any outage outside the planned outage hours, while the Buying Entity may not actually schedule any power injection/drawl during those outage hours, such hours will be covered in calculating the Annual Availability.

- **Illustration for applicable penalty on BESS Energy transmission.**

  Any shortfall in supply of **BESS Power** below the contracted energy by the Buying Entity shall attract penalties and the same shall be dealt as per the PPA. Such shortfall shall be permissible up to 75% on Monthly basis and upto 85% on Annual basis of the BESS contracted energy by the Buying Entity during Non-Solar Hours. The monthly shortfall will be calculated such that penalty will be levied on the Monthly shortfall below 75% of the contracted BESS capacity. For the annual shortfall below 85 % of the contracted BESS capacity, penalty will be calculated annually. In a Contract Year, the higher of these two penalties viz. Monthly shortfall and Annual shortfall shall be applicable, and the remaining penalty amount (based on difference of applicable penalty for that Contract Year and the

cumulative penalty already levied for the previous 11 months in that Contract Year) shall be levied in the last month of the Contract Year.

It is hereby clarified that the penalty on account of shortfall in meeting the minimum annual energy requirement (for hours other than Non-Solar hours) shall be levied separately on annual basis.

For example, considering energy supply during Non-Solar Hours for a particular month, the BESSD was required to supply 5 MUs during Non Solar Hours and the BESSD supplies 3 MUs during this month, then the applicable penalty for shortfall in supply during Non Solar Hours for this month will be Rs. 28.12 Lakhs [(0.75 x 5 – 3) x 2.50 x 1.5] (considering the tariff of Rs. 2.5/kWh). Further, if for a Contract Year, the sum of penalties for all the 12 months for Non-Solar shortfall comes out to be Rs. 50 Lakhs and the penalty for Non-Solar shortfall on annual basis comes out to be Rs. 60 Lakhs, the applicable penalty for that Contract Year shall be Rs. 60 Lakhs. If the penalty levied on the BESSD till 11 months (for shortfall in Non-Solar hour availability) of that Contract Year is Rs. 49 Lakhs, the penalty to be imposed in the last month will be Rs. 11 Lakhs. This penalty will be in addition to the penalty for shortfall in meeting supply of power in solar hours.

In order to allow optimization of operation of RE, the BESSD is allowed to supply power, in excess of contracted capacity, to any third party or power exchange without requiring any No-Objection Certificate (NOC) from the Procurer. The BESSD may also sell the power which was offered on day ahead basis to the Procurer (within Contracted Capacity) but not scheduled by the Procurer, to any third party or in power exchange without requiring NOC from the Procurer as per applicable regulations. It may be noted that at any instance of energy supply from the Project, priority shall be given by BESSD to meet the power supply requirements as per PPA, before selling any quantum in the open market. Any instance of third-party sale of power from the Project by the BESSD, while the supply commitments under the PPA remains unfulfilled, shall constitute a breach of BESSD's obligations under the PPA and render the BESSD liable for penalty @1.5 times of PPA. This penalty will be levied over and above the penalty for shortfall in meeting the supply of contracted capacity to the Buying Entity.

However, in case at any point of time, the peak of capacity reached is higher than the contracted capacity and causes disturbance in the system at the point where power is injected, the BESSD will have to forego the excess generation and reduce the output to the rated capacity and shall also have to pay the penalty/charges (if applicable) as per applicable regulations / requirements / guidelines of CERC / SERC /SLDC or any other competent agency.

Any energy produced and flowing into the grid before Scheduled Commencement of supply Date shall not be at the cost to BSUL. BSUL may however agree to buy such power at their discretion provided the End Procurer consents for purchase of such power at the PPA Tariff (plus Applicable trading margin).

In case, solar PV component to be utilized for BESS charging is ready for injection of power into the grid, but the corresponding BESS component is unable to commence supply of power, the BESSD will be allowed to commence power supply from solar PV component which is ready, outside the ambit of PPA, with first right of refusal for such power being vested with the Buying Entity/BSUL. In case Buying Entity/BSUL decides to buy such discrete component's power outside the PPA, such power shall be purchased @ SPD Tariff as mentioned in table 6 @ Rs. 2.73/ Rs. 2.74 or 50% of the PPA tariff whichever is lower.

6.3 GENERATION COMPENSATION IN OFFTAKE CONSTRAINTS:

6.3.1 Generation Compensation in offtake constraints due to Grid Unavailability:

During the operation of the plant, there can be some periods where the Project can generate power but due to temporary transmission unavailability, the power is not evacuated, for reasons not attributable to the BESSD. In such cases, subject to the submission of documentary evidences from the competent authority, the generation compensation shall be restricted and payable by BSUL as under:

Duration of Grid unavailability	**Provision for Generation Compensation**
Grid unavailability beyond 175 hours in a Contract Year	***Generation compensation = (tariff x RE power (MW) offered but not scheduled by Procurer) X 1000 X No. of hours of grid unavailability*** However, in case of third-party sale or sale in the power exchange, as price taker, the 95% of the amount realized, after deducting expenses, shall be adjusted against the Generation compensation payable, on Monthly basis.

Compensation (if any) calculated as per above provision, will be paid to the BESSD on an annual basis.

6.3.2 Payment in case of Reduced offtake:

The BESSD shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. In case the plant is available to supply power but the off take of power is not done by BSUL, including non-dispatch of power due to non- compliance with "Electricity (Late Payment Surcharge and Related Matters) Rules, 2022 notified by the Ministry of Power vide Gazette notification dated 3rd June 2022" and any clarifications or amendment thereto, considering the principle of "must run" status for RE Power, the BESSD shall be eligible for payment from BSUL, corresponding to the reduced off take, in terms of following manner:

Reduced Off-take	Generation Compensation
Provision for Generation Compensation Reduced off-take beyond 175 hours in a Contract Year	Generation Compensation= ***(Tariff X RE Power (MW) offered but not scheduled by the Buying Entity) X 1000 X no. of hours of Reduced Off take.*** However, in the case of third-party sale or sale in the power exchange, as price taker, the 95% of the amount realized, after deducting expenses, shall be adjusted against the Generation compensation payable, on monthly basis.

6.3.3 For claiming compensation, the BESSD must sell their power in the power exchange as a price taker. Thus, the compensation would be limited to the difference of the actual generation up to declared capacity subject to a maximum of up to the Contracted Capacity and the quantum of power scheduled by the BSUL.

6.3.4 The BESSD shall be eligible for payment from the BSUL, corresponding to the reduced offtake of power as per above mentioned methodology. The Payment is to be done as part of the energy bill for the successive Month after receipt of Energy Accounts (REA)/SEA/JMR. The BESSD shall not be eligible for any compensation in case the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions or Force Majeure.

For claiming compensation, the generator must sell their power in the power exchange as price taker. Thus, the compensation would be limited to the difference of the actual generation up to the declared capacity subject to a maximum up to the contracted capacity and the quantum of power scheduled by the procurer.

7.0 Commissioning of BESS Projects:

The Commissioning of the BESS Project shall be carried out by the BESSD in line with the procedure as per the PPA. The BESSD shall commission the Project in line with provisions of the SERC/CERC (Indian Electricity Grid Code) Regulations, 2023, as amended from time to time. In line with this regulation, the BESSD proposing the Project, or its part, for commissioning, shall give to the BSUL and the Buying Entity, a preliminary notice not later than 60 days prior and advance notice not later than 30 days prior to the proposed commissioning date. The BSUL may authorize any individual or committee or organization to witness and validate the commissioning procedure on site. Commissioning certificates shall be issued by the BSUL after successful commissioning. The BESSD shall obtain necessary safety clearances from the Central Electricity Authority/CEIG/STU prior to commissioning of the Project.

7.1 Part Commissioning

Part commissioning of the Project, without prejudice to the imposition of liquidated damages in terms of the PPA, on part which is not commissioned, shall be accepted by the BSUL subject to the condition that the minimum part commissioning capacity for the 1st part will be 50% of the project capacity at each location. The total number of instalments in which a Project can be commissioned will not be more than 3, i.e., 1st initial instalment

of 50% of the project capacity at each location as the case may be and 2 subsequent instalments.

However, the SCSD will not get altered due to part commissioning. Irrespective of dates of part commissioning or full commissioning, the PPA will remain in force for a period as per Clause 3.14.4 of the RfS.

In case of part-commissioning of the Project, the BESSD shall be required to submit documents/Lease Agreement to establish possession/right to use of the required land, corresponding to part capacity being commissioned, in the name of the BESSD for a period not less than the complete term of the PPA, on or before the date of such part-commissioning.

In case of part-commissioning, payments as per the PPA may be made on pro-rata basis, proportionate to the capacity commissioned. The procurement of part commissioned capacity shall be done by Buying Entity at the PPA tariff.

7.2 **Commissioning Schedule and Penalty for Delay in Commissioning**

a. The scheduled commissioning of start date (SCSD) for commissioning of the BESS Project shall be the date as on **18 months from the Effective Date of PPA.**

The BESSD shall also coordinate with the SPDs to procure the solar power for scheduling as well as charging of BESS.

b. The maximum time period allowed for commissioning of the full Project Capacity with applicable penalty, shall be limited to the date as on 6 months from the SCSD or the extended SCSD (if applicable).

c. In case of delay in commissioning of the BESS Project beyond the SCSD until the date as per Clause 7.2.b. above, as part of penalty, the total PBG/POI amount for the Project shall be encashed on per-day-basis and proportionate to the balance capacity not commissioned. For example, in case of contracted Capacity of 100 MW capacity, if commissioning of 60 MW capacity is delayed by 18 days beyond the SCD, then the penalty shall be calculated as: PBG amount X (60/100) X (18/180). For the purpose of calculations of penalty, 'month' shall be considered consisting of 30 days.

d. As an alternative to the above encashment of PBG/POI, the BESSD may choose to make a payment of the amount corresponding to the penalty, directly to the BSUL. The BESSD shall intimate to the BSUL, its chosen alternative out of the two options, within 10 business days of intimation of the penalty amount to the BESSD, as calculated by the BSUL. In case no response is received from the BESSD until the lapse of the above deadline, the BSUL shall encash the PBG/POI for the amount as per the penalty.

e. In case the Developer chooses to make necessary payments in lieu of the penalty, the said payment shall be credited to the BSUL account through NEFT payment, not later than 5 business days from the above intimation by the BESSD. In case of non-payment by the developer within the above deadline, the PBG will be encashed by the BSUL on the next business day.

f. In case Commissioning of the BESS Project is delayed beyond the date as per Clause 7.2.b above, the PPA capacity shall stand reduced/amended to the project capacity commissioned until the deadline as per Clause 7.2.b. above, the entire PBG/POI will be encashed by the BSUL, and the PPA for the Project shall stand terminated for the balance un-commissioned capacity.

g. It is clarified that for the purpose of commissioning, the Project Capacity shall refer to the rated capacity of the Energy Storage System as declared by the BESSD in the PPA. Any reduction in the Project Capacity on account of Clause 7.2. e & f above, will have no bearing on the obligation of the BESSD to provide the Contracted Capacity as per the PPA.

8. Delay in Commissioning on account of delay in readiness of evacuation infrastructure / Grid Access Operationalization.

In case there is a delay in readiness of the Delivery Point and power evacuation and transmission infrastructure to be developed by BSUL, it shall be treated as delays beyond the control of the BESSD and SCSD for such Projects shall be revised as the date as on 30 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of the Grid Access. Decision on requisite extension on account of the above factor shall be taken by the BSUL.

In case of delay in commissioning of Project due to reasons beyond the reasonable control of the BESSD, the BSUL may extend the SCSD after examining the issue on a case-to-case basis.

9. Early Commissioning:

The BESSD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the Scheduled Commissioning Date.
Early commissioning of the Project will be allowed solely at the risk and cost of the BESSD, and BSUL may purchase the BESS capacity from such early commissioned Project at PPA tariff against the Contracted Capacity on consent of Buying Entity.
The developer shall give fifteen (15) days advance notice to the Procurer(s) regarding the advance commissioning of full or part capacity. The Procurer(s) shall give acceptance for availing such capacity within 15 days from the date of service of notice.

10. Cyber Security for Power System Equipments

Ministry of Power (Government of India) has issued Circular no. No.25-l l/6/2018-PG Dated 02.07.2020 on the vulnerabilities in the Power Supply System & Network mainly arise out of the possibilities of cyber attacks through malware / Trojans etc. embedded in imported equipment & Circular No. 12/34/2020-T&R dated 08.06.2021 on Testing power system equipment for use in the Supply System and Network in the country for Cyber Security. Bidders are advised in their own interest to follow these guidelines and circular issued by the Ministry from time to time.

In order to protect the security, integrity and reliability of the strategically important and critical power supply system & network from cyber-attacks through malware / trozens etc. embedded in imported equipments:

a. All equipments, components, and parts imported for use in Power Supply System and Network shall be tested in the country to check for any kind of embedded malware / Trojans / cyber threat and for adherence to Indian standards.

b. All such testing shall be done in certified laboratories that will be designated by the Ministry of Power (MOP).

c. Any import of equipment / components / parts from "prior reference" countries, as specified or by persons owned by, controlled by, or subject to the jurisdiction or the direction of these prior reference countries will require prior permission of the Government of India.

d. Where the equipment / components / parts are imported from prior reference countries with special permission, the protocol for testing in certified and designated laboratories shall be approved by the Ministry of Power (MOP).

Any cost implication on account of above shall be borne by the contractor. Bidder shall submit the Self-Certificate for Cyber Security as per **Appendix-3.**

Appendix-1

PROJECT LOCATION DETAILS

(Bidders are requested to contact the concerned person of the substation for further details, if required)

Sl No	Location	Solar+BESS Capacity in MW/MW/MWh		Contact Person
		Configuration- I	Configuration- II	
1	Madhogarh PSS Block-1	75/200/1200	150/200/800	Name: Sh. Vinod Rai Phone No: 9521097989
2	Madhogarh PSS Block-2	75/200/1200	150/200/800	
3	Pathrahi PSS Block-3	75/200/1200	150/200/800	
4	Orai PSS Block-4	75/200/1200	150/200/800	
Total Capacity		**300/800/4800**	**600/800/3200**	

Appendix-2

Illustrations for Energy Flow and Apportionment of Transmission Losses

1. Operational Framework and Energy Flow (Configuration 1)

Under this configuration, the BESS Developer (BESSD) shall act as the lead scheduling entity for both solar energy and BESS energy at delivery point.

- The BESSD is obligated to off-take the entire solar energy generated from Solar Power Developers (SPDs) at the specified locations at their respective discovered tariffs (e.g., ₹2.61 or ₹2.62/kWh).
- The BESSD shall schedule a contracted quantum of solar-plus- BESS power (e.g., 75 MW Solar / 200 MW BESS / 1200 MWh BESS per location) directly to the delivery point.
- The DISCOM/Buying Entity shall off-take the entire Solar-plus-BESS power at the delivery point at a composite tariff discovered for this RfS (e.g., ₹5.00/kWh).

Table 1: Illustrative Energy Flow Matrix (300 MW/800MW/4800MWh) :

Configuration-II	**SPD Generation/ BESSD Offtake**		**BESSD contracted Energy supplied at delivery point**						
	Energy Generated by SPD or Energy offtake by BESSD (Tariff @2.61 or @2.62)		**Solar Energy Scheduled**			**BESS Energy 800MW / 4800 MWh**			**PSA with DISCOM for Solar+ BESS**
Location	**MW**	**MU**	**MW**	**Min MU**	**Max MU**	**MW**	**MWh**	**MU**	**Tariff**
	(A)	***(B)***	***(C)***	***(D)***	***(E)***	***(F)***	***(G)***	***(I)***	***(J)***
Madhogarh	300	604.75	75	76	150	200	1200	438	5
Madhogarh	300	604.75	75	76	150	200	1200	438	5
Pathrahi	300	604.75	75	76	150	200	1200	438	5
Orai	300	604.75	75	76	150	200	1200	438	5
		2419	300	**304**	**600**	800	4800	**1752**	5

Table 2: Illustrative Energy Flow Matrix (600MW/800MW/3200MWh) :

Configuration-II	SPD Generation/ BESSD Offtake		BESSD contracted Energy supplied at delivery point						
	Energy Generated by SPD or Energy offtake by BESSD (Tariff @2.61 or @2.62)		Solar Energy Scheduled			BESS Energy 800MW / 3200 MWh			PSA with DISCOM for Solar+ BESS
Location	MW	MU	MW	Min MU	Max MU	MW	MWh	MU	Tariff
	(A)	*(B)*	*(C)*	*(D)*	*(E)*	*(F)*	*(G)*	*(I)*	*(J)*
Madhogarh	300	604.75	150	170	322	200	1200	292	5
Madhogarh	300	604.75	150	170	322	200	1200	292	5
Pathrahi	300	604.75	150	170	322	200	1200	292	5
Orai	300	604.75	150	170	322	200	1200	292	5
		2419	600	**680**	**1286**	800	4800	**1168**	5

2. Mechanism for Apportionment of Transmission Losses.

2.1 Delivery Point as per BSUL-SPD PPA: Originally, the total contracted energy of the SPDs (2,419 MU) was scheduled for delivery at the ISTS CTUIL Substation, and the SPDs' discovered tariffs inclusive of transmission losses up to delivery point. With the introduction of this RfS and the intermediate conversion of solar energy via the BESS, the SPDs' delivery point is now be considered as the 33kV intersection point at the Pooling Substation (PSS).

2.2 Method of Loss Apportionment: Since the 400kV transmission losses were already factored into the SPDs' discovered tariffs, these losses cannot be loaded onto the BESSD. Therefore, the transmission losses incurred during the evacuation of the Solar-plus-BESS energy scheduled by the BESSD shall be apportioned to and recovered from the SPDs at SPD tariff and balance transmission losses upto delivery point shall be borne by BESSD.

2.3 Adjustment of Transmission losses:

- **Solar Hours:** The transmission losses for energy supplied during solar hours shall be calculated based on readings from the meters installed on either side of the 400kV transmission line.
- **Non-Solar Hours (BESS Discharge):** Similarly, the transmission losses for actual BESS energy supplied during non-solar peak hours shall be calculated based on the readings from the meters installed on either side of the 400kV transmission line.

- The total measured transmission losses including transformer losses as applicable shall be deducted at SPD tariff (e.g., ₹2.61 or ₹2.62/kWh) from dues payable to SPD and remitted to BESSD.

Appendix-3

Self-Certificate for Cyber Security

We declare that cyber security/ safety of the equipment/ process to be supplied / services to be rendered as safe to connect.

Note:

1. All the items/components/services specified under the Contract shall be supplied in compliance to cyber security policies/guidelines of the buyer organisation/GoI guidelines.
2. We shall strictly follow the order from Ministry of Power (Government of India) Circular No.25-l l/6/2018-PG Dated 02.07.2020 and Circular No. 12/34/2020-T&R dated 08.06.2021 (along with its ammendments issued from time to time) during procurement of any equipments / hardware to be used in power supply system, network and/or associated IT / OT/ IoT infrastructure.

Date: ***(Seal & Signature of Bidder)***

SECTION 3C
INFORMATION FOR BIDDERS

1. Introduction

Jalaun Solar Park of 1200 MW capacity is envisioned by Bundelkhand Saur Urja Limited (BSUL). The 1200 MW Solar Park is envisaged to assist in meeting MNRE solar target of 450GWof RE capacity by 2030. The proposed 1200MW Solar Park is planned to be developed in multiple locations within Jalaun district, Uttar Pradesh. Each location will undergo separate development processes. A total land area of 6049 acres approximately has been identified for the establishment of the Solar Park. This land allocation is deemed sufficient for the development of the 1200 MW capacity of the Jalaun Solar Park, along with the necessary infrastructure. The power evacuation strategy comprises both internal pooling and external evacuation arrangements. Internal pooling involves accumulating power at 33kV, which is then stepped up to 400kV. Location Madhogarh encompasses two land parcels where internal pooling occurs before being evacuated to PGCIL S/S at 400kV. In Orai, an additional 300 MW will be internally pooled alongside power from Madhogarh, as LILO configuration. Subsequently, the total 1200 MW is evacuated through a 400kV Single circuit line in Double circuit tower and linked to the 765kV /400kV substation of PGCIL at Orai.

BSUL has completed the selection of Solar Power Developers (SPDs) i.e. M/s Coal India Limited (CIL) and M/s NLC India Renewables Limited—for the implementation of 1200 MW of solar generation capacity across Tehsil Orai and Tehsil Madhogarh. The total annual contracted capacity with is 2,419 Million Units (MU).

BSUL shall enter into a Power Purchase Agreement (PPA) with the successful Bidders selected based on this RfS, for availing the Solar-plus-BESS Energy as per the terms, conditions and provisions of the RfS and PPA. It is clarified that BESSD shall procure the entire power from the SPPD (BSUL) from the co – located Solar Projects in Jalaun Solar Park at tariff as detailed hereunder.

Sl No	Location	Developer	Capacity (MW)	Energy at CUF 23% (MU)	Tariff (Rs/kWh)
1	Madhogarh	Coal India Ltd	300	604.75	2.61
2	Madhogarh	Coal India Ltd	300	604.75	2.61
3	Pathrahi	NLC India Renewables Ltd.	300	604.75	2.62
4	Orai	NLC India Renewables Ltd.	300	604.75	2.62

BSUL intends to integrate Battery Energy Storage System (BESS) with the existing Solar Power of 2,419 Million Units (MU) in Solar + BESS configuration for meeting the firm and dispatchable power requirement of End Procurer.

Accordingly, this Request for Selection (RfS) is issued for the selection of a Battery Energy Storage System Developer (BESSD) who shall procure the entire solar energy generated from the existing solar plants, set up the co-located BESS projects, utilize the existing solar energy for charging of BESS and schedule the Solar (remaining)-plus-BESS power as per the terms of this RfS.

2. Project Locations:

Project Location and Approach Roads

The selected BESS Developer shall be required to set up the Battery energy storage infrastructure for the four (4) distinct blocks near the three (3) nos. 33/400 kV Pooling Substations (PSS) nearby Jalaun Solar Park. The Developer shall procure the solar energy generated from these blocks and supply the Solar-plus-BESS power to the designated Delivery Point at the ISTS CTUIL substation.

The break-up of maximum capacities that will be awarded in these 4 locations along with connectivity voltage level, bay are as follows:

(1)	Location	Capacity MW	Voltage Level	Bay availibility
1	Madhogarh PSS Block-1 26°23'25" N, 79°11' 42" E	300	33/400KV, Madhogarh PSS	Power evacuation infrastructure up to the 33kV level from grid side shall be developed by BSUL and interconnection of BESS shall be in scope of BESSD.
2	Madhogarh PSS Block-2 26°23'25" N, 79°11' 42" E	300	33/400KV, Madhogarh PSS	
3	Pathrahi PSS Block-3 26°23'20.8" N, 79°18'34.6" E	300	33/400KV, Pathrahi PSS	
4	Orai PSS Block-4 25°50'39.41" N, 79°15'33.04" E	300	33/400KV, Orai PSS	

3. Solar Park Location and Land Ownership Approach

The overall objective of setting up the Solar Park in the district of Jalaun in the State of Uttar Pradesh is to promote the development of the solar power projects for electricity generation. The overall aim is to install a capacity of a round 1200 MW in the Solar Park. Approx. 6049.6 acres of the land is to be procured on long term lease basis by M/s BSUL from revenue land department and various Private land owners in Jalaun district of the State of Uttar Pradesh for Solar projects.

However, Land arrangement for the BESS Projects will be under the scope of the BESSD nearby to the PSS chosen by Developer for interconnection of BESS on "Right to use basis" through suitable agreement with State Govt of Uttar Pradesh. However, if BSUL has any land available in the park area, it may be provided to the developer on chargeable basis as per applicable state Govt guideline.

Table -A

LOCATION	
(A) State	Uttar Pradesh
(B) District	Jalaun
(C) Tehsil	Orai & Madhogarh
(D) Site	Gram Samuh Arnrod & Gram Samuh Mai Mai & Pathrahi
E) Geographical Coordinates Latitude Longitude	location 1 are 25°50'03.5"N, 79°14'50.9"E and that of location 2 are 26°23'27.B"N, 79°11'30.6"E.
(F) Distance Headquarter from District	30 Kms from Orai and 35 Kms from Jalaun town
(G) Nearest Major Towns	Orai

(H) Access by Road	The location 1 of the solar park is at a distance of approx.8 km from National Highway NH 27 and location 2 is at a distance of approx. 25 km from State highway 70. The location 1 and location 2 land parcels are well connected to Government roads. Approximately 10 m wide bitumen access road of 133 m length is envisaged from the existing Government road to location 1 and 10 m wide bitumen access road of 1 km length is envisaged from the existing Government roads to location 2 land parcels.
(I) Access by Rail	The location 1 is around 30 km and location 2 is around 62 km from Orai railway station.
(J) Access by Air	The location 1 is around 152 km and location 2 is around 145 km from Kanpur airport.
(K) Nearest Sea port	-
(L) Elevation above MSL,m	129 -143 mtrs
(M) Land Characteristics	Alluvial soil , sand mix
(N) Land Available	In BESSD Scope
METEOROLOGICAL FEATURES	
Max. Ambient Air Temp, 'C	50°c
Min. Ambient Air Temp, 'C	10°c
Annual average Rainfall, mm	871.Smm per year
Rainfall Period, months	July to September

Mean Relative humidity for design purpose	96%
TECHNICAL FEATURES	
Plant Capacity (MW)	1200MW
Solar module type	SPV

Section 4

EVALUATION CRITERIA

Section 4

4.0 EVALUATION CRITERIA

The evaluation process comprises of the following three steps:

1. Step I – Responsiveness check
2. Step II – Bid evaluation
3. Step III - Reverse Auction

4.1 *Step I - Responsiveness check*

The electronic response to RfS submitted by the Bidder shall be scrutinized to establish "Responsiveness". Each Bidder's response to RfS shall be checked for compliance with the submission requirements set forth in this RfS.

Any of the following conditions shall cause the Bid to be "Non-responsive":

i) Response to RfS not submitted by the due date and time.

ii) Response to RfS submitted by a Bidding Consortium not including the requisite Consortium Agreement signed by all members.

iii) Response to RfS having Conflict of Interest.

iv) Non submission or incomplete submission of any or all of the requisite documents mentioned at Clause 3.15.

v) In addition to above, any relevant document required as per RfS not submitted in prescribed format.

The determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by NHPC, and may not subsequently be made responsive by the Bidder by correction of the non-conformity or rectifying the cause for Non-responsive, However NHPC may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation and that does not prejudice or affect the relative ranking of any bidder, Non– responsive bids will be liable for rejection by NHPC. The EMD submitted against such Non-responsive bids shall be returned to the bidders.

4.2 *Step II - Bid evaluation*

Bid evaluation will be carried out considering the information furnished by Bidders as prescribed under **Section 6 - Formats**. This step would involve evaluation of the response to RfS of the Bidding Company/ Bidding Consortium as per the provisions specified in Section 3 of this RfS. First the evaluation of technical bid will be done. Then the financial bid (first round tariff bid) of all the qualified bidders will be opened.

After that Reverse Auction shall be conducted online for which all short-listed bidders as per methodology mentioned in Section-3 shall be invited to participate.

4.3 ***Step III – Reverse Auction***

The reverse auction shall be conducted on the portal selected by NHPC as per detailed methodology mentioned in Section-3A.

At the end of selection process, a Letter of Award (LOA) will be issued to all the selected Bidders with the following conditions:

"PPA shall be signed only after signing of Power Sale Agreement (PSA) with the Buying Entity and BSUL shall not be liable on any account for any delay / inability in signing of PSA and PPA".

4.4 At any stage of the bidding process if a bidder is found to be qualified or successful for less capacity of Projects than applied for, in such cases following provisions shall apply:

i) EMD shall not be refunded for excess project(s) applied for, until the selection process is completed or annulled or tender is cancelled. No such request for refund of EMD shall be entertained.

ii) Even if the bidder is selected for less capacity of projects than initially applied for, EMD shall be refunded only after submission and acceptance of applicable Performance Bank Guarantee, signing of PPA and compliance to other provisions of bidding document.

4.5 Selection of Developers - The determination of the configuration shall depend upon the mutual agreement between BSUL and the Buying Entity/DISCOM under the Power Sale Agreement (PSA) to be executed. The selection of the successful bidder shall be based on the lowest evaluated tariff across either of the specified configurations as per RFS terms.

Section 5

OTHER PROVISIONS

Section 5

5.0 OTHER PROVISIONS

5.1 Clearances Required from the Central/State Government and Other Local Bodies

The BESSDs are required to obtain all necessary clearances and permits as required for setting up the Projects, including but not limited to the following :

a. No Objection (NOC)/Environmental clearance (if applicable) for the Project.

b. Forest Clearance (if applicable) for the land for the Project.

c. Approval for water from the concerned authority (if applicable) required for the Project.

d. Necessary approval(s) of CEIG (if required).

e. Any other clearances as may be legally required, in order to establish and operate the Project

The above clearances, as applicable for the Project, will be required to be submitted to BSUL prior to commissioning of the Project, if sought by BSUL. In case of any of the clearances as indicated above being not applicable for the said Project, the BESSD shall submit an undertaking in this regard, and it shall be deemed that the BESSD has obtained all the necessary clearances for establishing and operating the Project. Any consequences contrary to the above shall be the responsibility of the BESSD. The BESSD shall also comply with all the laws, regulations, orders and procedures issued by the appropriate authority, applicable for setting up and implementing the Project. The BESSD shall be required to follow the applicable rules regarding project registration with the State Nodal Agency in line with the provisions of the applicable policies/regulations of the State where the Projects are being located. It shall be the responsibility of the BESSD to remain updated about the applicable charges payable to the SNA under the applicable State Policy.

Note: The BESSD should apply for all the necessary approvals, permits and clearances not more than 60 days from the Effective Date of PPA (in respect of approvals, permits and clearances those are required for initially establishing the project), which shall be complete in all respects, incorporating the clarifications/changes as required by the concerned authorities. The above timeline shall be adhered to, in order to examine cases where the BESSD faces delay in grant of the necessary approvals and permits, for a period substantially greater than the standard period of grant of approval by the respective organizations.

5.2 In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 7/10/2021-PPD(1) dated 23.02.2023 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS:

a. Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (as defined in the OM as referred above).

b. Any Bidder (including an Indian Bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to participate in this RfS only if the Bidder is registered with the Competent Authority under the referred OM.

c. "Bidder" in this reference, means any person or firm or company, including any member of a consortium, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.

d. "Bidder from a country which shares a land border with India" for the purpose of this clause, means:
   i. An entity incorporated, established or registered in such a country; or
   ii. A subsidiary of an entity incorporated, established or registered in such a country; or
   iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
   iv. An entity whose beneficial owner is situated in such a country; or
   v. An Indian (or other) agent of such an entity; or
   vi. A natural person who is a citizen of such a country; or
   vii. A consortium where any member of the consortium falls under any of the above.

e. "Beneficial owner" for the purposes of Clause 5.2.d.iv. above will be as defined in the referred OM, including subsequent amendments and clarifications thereto.

f. In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 6.8/6.8A of the RfS.

g. Other provisions of the referred OM dated 23.02.2023, except Sl. 17 of the OM, will also be applicable for this tender. Any interpretation of the above clauses will be made in line with the referred OM, including subsequent amendments and clarifications thereto.

5.3 Subject to provisions of the Act,BSUL , should approach the Appropriate Commission for adoption of tariff (capacity charges) discovered and quantum of capacity / electricity to be procured, within 30 days of issuance of Letter(s) of Award to the successful bidder(s). In case the tariff (capacity charges) adoption procedure requires signed PPA to be submitted along with, the above timeline can be extended suitably.

Subsequent to the End Procurer/Intermediary Procurer approaching the Appropriate Commission for adoption of tariffs, in case, the Appropriate Commission does not decide upon the same within 120 days from the Effective Date of the PPA, the Procurer(s) shall grant appropriate extension of time in financial closure deadline and scheduled commissioning date to the BESSDs, corresponding to the delay (beyond 120 days of

Effective Date of PPA) in adoption by the Appropriate Commission, till the date of adoption by the Appropriate Commission.

Section 6

FORMATS FOR BID SUBMISSION & ATTACHMENTS

6.0 List of Formats, Appendices and Annexures

i. Covering Letter (Format 6.1)

ii. Power of Attorney in favour of Lead Member (Format 6.2)

iii. Earnest Money Deposit (EMD) BG/ POI/Insurance Surety Bond (Format 6.3 A and 6.3 A(I) / 6.3 A(II))

iv. Performance Bank Guarantee (Format 6.3 B and 6.3 B(I) / 6.3 B(II))

v. Board Resolutions (Format 6.4)

vi. Consortium Agreement (Format 6.5)

vii. Financial Requirement (Format 6.6, 6.6 A)

viii. Technical Criteria (Format 6.7)

ix. Disclosure statement (Format 6.8 / 6.8A)

x. Declaration by the Bidding Company / Lead Member of Bidding Consortium for the Proposed Technology Tie Up (Format 6.9);

xi. deleted

xii. Financial Bid (Format 6.11)

xiii. Integrity Pact (Format 6.12)

xiv. Certificate for compliance (Format 6.13a and 6.13b)

xv. Deleted

xvi. Checklist for Bank Guarantee (Appendix – A);

xvii. Technical Requirement for Battery Energy Storage System Projects (Annexure-1)

xviii. Check List for Financial Closure (Annexure – 2)

xix. Performa A-1 - For cases where funding will be from a company other than project company

xx. Copy of PPA and PSA (Annexure-3)

xxi. Important instructions to bidders for online bidding (Annexure-4)

xxii. Terms and Conditions of Reverse Auction (Annexure-5)

xxiii. Process Compliance Form for e-Reverse Auction (Annexure-6)

xxiv. Format for submitting price confirmation for e-reverse auction (Annexure-7)

xxv. Illustrations (Annexure-8)-**Deleted**

xxvi. Project location details (Annexure-9)

xxvii. Proposed Master Plan Layout (Annexure-10)

xxviii. Illustrations for Energy Flow and apportionment of Transmission Losses (Annexure-11)

xxix. ECS Form (Annexure-12)

Format 6.1 – Format of Covering Letter

(The covering letter should be on the Letter Head of the Bidding Company/ Lead Member of the Bidding Consortium)

Date:

From : _____ [*Insert Name and Address of Bidding Company/Lead Member of the Bidding Consortium*]

Tel.#:

E-mail address #:

To

NHPC Limited

NHPC OFFICE COMPLEX,

Sector-33, Faridabad-121003, Haryana, India

.....

Sub: Response to RfS No. …….. dated ……. (Insert title of the RfS)

Dear Sir,

We, the undersigned …….. *[insert name of the 'Bidder']* having read, examined and understood in detail the RfS including Qualification Requirements in particular, terms and conditions of the standard PPA for availability of Contracted Capacity for the Term of the PPA to the Intermediary Procurer, hereby submit our response to RfS.

We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in Format 6.8 under Disclosure)

OR

We confirm that in the response to the aforesaid RfS, we have a Group Company who owns more than 10% but less than 26% in the bidding company as well as other companies who may participate in this RfS, and accordingly, we have submitted requisite undertaking as per Format 6.8A in this regard *[strike out whichever not applicable].*

We are submitting response to RfS for the development of following Project(s) *[strike out one of the projects if not applicable]*: -

Sl No	Location	Solar+BESS Capacity in MW/MW/MWh		Connectivity Voltage Level (in KV)	Bay Availability	Land Availibility
		Configuration-I	Configuration-II			
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	Madhogarh PSS Block-1 26°23'25"N, 79°11' 42" E	75/200/1200	150/200/800	33/400KV, Madhogarh PSS	Power evacuation infrastructure upto the 33kV level from grid side shall be developed by BSUL and interconnection of BESS shall be in scope of BESSD.	In BESSD Scope
2	Madhogarh PSS Block-2 26°23'25"N, 79°11' 42" E	75/200/1200	150/200/800	33/400KV, Madhogarh PSS		In BESSD Scope
3	Pathrahi PSS Block-3 26°23'24.18" N,79°19'02.17 "E	75/200/1200	150/200/800	33/400KV, Pathrahi PSS		In BESSD Scope
4	Orai PSS Block-4 25°50'45.98"N, 79°14'57.22"E	75/200/1200	150/200/800	33/400KV, Orai PSS		In BESSD Scope
Total Capacity		**300/800/4800**	**600/800/3200**			

1. We give our unconditional acceptance to the **RfS, No…….dated……..** *[Insert date in dd/mm/yyyy]*, standard PPA and PSA documents attached thereto, issued by NHPC/BSUL. In token of our acceptance to the RfS, PPA and PSA documents along with the amendments and clarifications issued by the NHPC, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that thePPA is executed as per the provisions of the RfS and provisions of PPA and shall be binding on us. Further, we confirm that the Project shall be commissioned within the deadline as per Clause 7 of Section- 3B of RfS. We further undertake that we shall demonstrate possession of 100% area of the identified land, within the timelines as per the RfS.

2. **Earnest Money Deposit (EMD) : -** *Please read Clause 3.24 of Section -3A carefully before filling*:

   We have enclosed EMD of INR ……. (Insert Amount), in the form of Bank Guarantee no……. [Insert bank guarantee number] dated ……. [Insert date of bank guarantee] as per Format 6.3A from …… [Insert name of bank providing bank guarantee] and valid up to…….in terms of Clause No. 3.24 of this RfS. The total capacity of the BESS Project offered by us is ……. MW/ ….. MWh. [Insert cumulative capacity proposed]. (strike off whichever is not applicable).

3. We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee/POI/Insurance Surety Bond of the requisite value(s) towards PBG, Success charge for the selected Projects, within due time as mentioned in this RfS on issue of LoA by BSUL for the selected Projects and/ or we are not able to sign PPA with Intermediary Procurer within the timeline as stipulated in the RfS for the selected Projects, BSUL shall have the right to take action as per provisions of Format-6.3A of the RfS .

4. We have submitted our response to RfS strictly as per Section – 6 (Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

5. **Acceptance**

We hereby unconditionally and irrevocably agree and accept that the decision made by the NHPC in respect of any matter regarding or arising out of the RfS shall be binding on us. We hereby expressly waive and withdraw any deviations from the provisions of the RfS and also waive and withdraw all claims in respect of this process.

6. We also unconditionally and irrevocably agree and accept that the decision made by the NHPC in respect of award of Projects according to our preference order as above and in line with the provisions of the RfS, shall be binding on us**Familiarity with Relevant Indian Laws & Regulations**

We confirm that we have studied the provisions of the relevant Indian laws Regulations and Order issued by judicial bodies as required to enable us to submit this response to RfS and execute the PPA, in the event of our selection as Successful Bidder.

7. In case of our selection as the Successful bidder under the scheme and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our subsidiary, we shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution prior to signing of PPA with the Intermediary Procurer, committing total equity infusion in the SPV as per the provisions of RfS.

8. We are enclosing herewith our response to the RfS with formats duly signed as desired by you in the RfS for your consideration.

9. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS including all clarifications and amendments and subsequent communications from the NHPC/BSUL.

10. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.

11. We confirm that all the terms and conditions of our Bid are valid for a period of upto and including **one hundred and eighty (180) days** from the technical bid opening date unless extended by us on your request and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

12. We hereby understand and confirm that NHPC/BSUL reserves its right to verify the documents furnished by us at the time of submission of RfS including availability of the Net Worth to the extent claimed in the RfS with the original documents and bank statements and the shareholding of the Project Company along with a copy of complete documentary evidence supported with originals at any stage from evaluation upto the expiry of PPA.

    We understand and confirm that if the aforesaid documents furnished by us are found to be misleading or misrepresenting in any way, NHPC/BSUL shall be free to take appropriate action including forfeiture of EMD and blacklisting us for an appropriate period decided by NHPC/BSUL.

13. We, hereby, declare that only the persons or firms interested in this bid as named here and that no other persons or firms other than those mentioned herein have any interest in this bid or in the PPA to be entered into. We confirm that this bid is made without any connection with any other person, firm or party likewise submitting a bid. We further confirm that this bid is submitted in good faith and without collusion or fraud.

14. Contact Person

    Details of the contact person are furnished as under:

    Name : ……
    Designation : ……
    Company : ……..
    Address : ……
    Phone Nos : …….
    Fax Nos. : . . . . . .

    E-mail address: …….

15. We have neither made any statement nor provided any information in this Bid, the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a Seller's event of default under PPA, and consequent provisions of PPA shall apply.

16. If a Project Company/SPV is formed to sign the PPA and execute the Project after we are selected as successful bidder, all terms and conditions of RfS document including PPA shall apply to Project Company also wherever applicable. Further we confirm that Project Company shall sign the Integrity pact with BSUL as per Format 6.12 and submit certificates as per format 6.13 of RfS document.

17. We hereby undertake that we shall pay the requisite success charges & payment security deposit as per provision 3.13 of Section-3A of RfS, as part of payment security mechanism charges under the PPA, to avail the benefits under the payment security mechanism as per PPA.

Dated the _____ day of _____ , 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Person Authorized by the board)

Bidders undertaking (on Letter head of the Company) mentioning the requisite Quoted Capacity and Site Location Preference for which Rfs(s) are submitted

To
General Manager (Civil Contracts-I), NHPC Ltd.,
Room No.218, 2nd Floor, Jyoti Sadan,
NHPC OFFICE COMPLEX,
Sector-33, Faridabad-121003, Haryana, India
Tele No :+91 (129) 2270596

Subject: Request for Selection (Rfs) of Developer for Setting up Battery Energy Storage Systems (BESS) and Supply of Solar-plus-BESS Power utilizing the 1200 MW Solar Project at Jalaun Solar Park of BSUL, Uttar Pradesh under Tariff Based Competitive Bidding (TBCB).

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Project Location Details:

Sl No	Location/ Blocks	Solar+BESS Capacity in MW/MW/MWh	
		Configuration- I	**Configuration- II**
1	Madhogarh PSS Block-1	75/200/1200	150/200/800
2	Madhogarh PSS Block-2	75/200/1200	150/200/800
3	Pathrahi PSS Block-3	75/200/1200	150/200/800
4	Orai PSS Block-4	75/200/1200	150/200/800
Total Capacity		**300/800/4800**	**600/800/3200**

Dear Sirs,

We, M/s..... declare that we have submitted the bid for:

A: Configuration:

Sl. No.	Configurations	Tick the Selected Configuration (s)
1.	Configuration-I	
2.	Configuration-II	

B: Blocks:

Sl. No.	Applied for Blocks	Selected Block (s)
1.	One Block	
2.	Two Block	

C: Blocks Preference

Sl. No.	Block Location Preference	Configuration-I	Configuration-II
		Block Name (Block-1/2/3/4)	Block Name (Block-1/2/3/4)
1	Site Location Preference -1		
2	Site Location Preference -2		
3	Site Location Preference -3		
4	Site Location Preference -4		

Yours faithfully

(Signature of Authorized Signatory on behalf of the Company)

Note:

(i) Bidders applying for both the Configurations have to tick mark on both the Configuration. Accordingly, bidders applying for both the configurations have to submit their Price Bids for both the Configurations.

(ii) Bidders applying for One or Two blocks in any Configurations have to tick mark the selected block.

(iii) Bidders have to submit the Block preferences as per the applied Configurations.

Format 6.2 – <u>Format for Power of Attorney to be provided by each of the other members of the Consortium in favor of the Lead Member</u>

POWER OF ATTORNEY

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

KNOW ALL MEN BY THESE PRESENTS THAT ..... . *[Name of The Consortium member company]* having its registered office at ……..and *[Name of the Consortium member company]* having its registered office at . (*Insert names and registered offices of all Members of the Consortium*) the Members of Consortium have formed a Bidding Consortium named *[Insert name of the Consortium if finalized]* (hereinafter called the 'Consortium') vide Consortium Agreement dated …… (copy enclosed) and having agreed to appoint ..... *[Name & Address of the Lead Member Company]* as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s ……. a company incorporated under the laws of ..... and having its Registered /Head Office at.....as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RfS No……We also authorize the said Lead Member to undertake the following acts:

i) To submit on behalf of Consortium Members response to RfS

ii) To do any other acts or submit any information and documents related to the above response to RfS, if required.

It is expressly understood that in the event of the Consortium being selected as Successful Bidder, this Power of Attorney shall remain valid, binding and irrevocable until the Bidding Consortium achieves execution of PPA.

We as the Member of the Consortium agree and undertake to ratify and confirm all whatsoever the said Attorney/Lead Member has done on behalf of the Consortium Members pursuant to this Power of Attorney and the same shall bind us and deemed to have been done by us.

IN WITNESS WHEREOF ..... *[Name of member consortium Company]*, as the Member of the Consortium have executed

these presents on this.....day of..... under the Common Seal of our company.

For and on behalf of Consortium Member
M/s……..

(Signature of person authorized by the Board)
(Name)

Designation

Place:
Date:

(Signature, Name, Designation and Address of the person authorized by the board of the Lead Member)

Attested

(Signature of the Executant)

(Signature & stamp of Notary of the place of execution)

Place:

Date: -

Note: - Lead Member in the Consortium shall have the controlling shareholding in the company as defined in Section- 2, Definition of Terms of RfS

Format 6.3 A – Format for BG for Earnest Money Deposit

(To be on non-judicial stamp paper of appropriate value as per Stamp Act)

Bid Security Forms

(Bank Guarantee)

Bank Guarantee No. Date:

(Name of Contract)

To: NHPC Limited,
Sector 33, Faridabad,

Haryana 121003*]*

WHEREAS (name of Bidder) (hereinafter called "the Bidder") has submitted its bid dated (date of bid) for the performance of the above-named Contract (hereinafter called "the Bid")

KNOW ALL PERSONS by these present that WE (name of Bank) of (address of bank) (hereinafter called "the Bank"), are bound unto NHPC Limited (A Government of India Enterprise) for the sum of: (amount), for which payment well and truly to be made to the said NHPC Limited, Sector 33, Faridabad, Haryana 121003 hereinafter referred to as the 'NHPC Limited', the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder

   (a) Withdraws or modifies its Bid during the period of bid validity or

   (b) adopts corrupt or collusive or coercive or fraudulent practices or defaults under the Integrity pact.

2. If the Bidder, having been notified of the acceptance of its Bid by the NHPC Limited during the period of bid validity

   a) fails or refuses to sign the Contract Agreement when required, or

   b) fails or refuses to submit the performance security in accordance with the Tender documents.

WE undertake to pay to the NHPC Limited up to the above amount upon receipt of its first written demand, without the NHPC Limited having to substantiate its demand, provided that in its demand the NHPC Limited will mention that the amount claimed by it is due, owing to the occurrence of any of the above-named CONDITIONS, and specifying the occurred condition or conditions.

The Bank declares that this Bank Guarantee is issued by the bank, utilizing the credit limit of M/s…….. (Name of Contractor)

This guarantee will remain in force up to and including (date 90 days after the period of bid validity), and any demand in respect thereof must reach the Bank not later than the above date.

For and on behalf of the Bank…….

in the capacity of Common Seal of the Bank……

Common Seal of the Bank with complete address including Tel/Fax Nos

Staff Authority No. of the officer of the Bank /Signatory

INSTRUCTIONS FOR EXECUTION OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

1. Bank Guarantee for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Bank, where executed. In case the same is issued by a first class International bank, the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Bank Guarantee. However, in such a case, the Bank Guarantee for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Bank.
2. The executing officers of the Bank Guarantee for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No. / Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
3. Each page of the Bank guarantee for Earnest Money Deposit shall be duly signed/initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Bank.
4. Stamp paper shall be purchased in the name of Bank issuing the Bank Guarantee, after the date 'Notice Inviting Tender', not more than six (6) months prior to execution/ issuance of the Bank Guarantee. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. The issuing Bank shall be requested independently for verification/confirmation of the Bank Guarantee issued, non-confirmation of which may lead to rejection of 'Bid Security'.
5. Irrevocable, valid and fully enforceable Bank Guarantee in favor of the NHPC Limited issued by any scheduled bank approved by the Reserve bank of India which is acceptable to the NHPC Limited. The Bank Guarantee issued by a Foreign Bank shall be routed through the corresponding branch of such scheduled foreign banks in India or any scheduled Bank, acceptable to the NHPC Limited.
6. Bank Guarantee for Bid security in original shall be submitted along with the Bid. However, the issuing Bank shall submit an unstamped duplicate copy of Bank Guarantee to the NHPC Limited (authority inviting tenders) with a forwarding letter.

****

Format 6.3 A(I)- Format for POI for Earnest Money Deposit

FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY IREDA/REC/PFC (IN LIEU OF BG TOWARDS EMD)

No._____ Date

NHPC

,

Reg: M/s _____ (insert name of the Bidder) – Issuance of Payment on Order Instrument for an amount of Rs.

Dear Sir,

1. It is to be noted that M/s. (*insert name of the POI issuing Agency*) **('IREDA/REC/PFC')** has sanctioned a non-fund based limit loan of Rs. _____ (Rupees _____ only) to M/s _____ under the Loan Agreement executed on _____ to execute Renewable Energy Projects.
2. At the request of M/s _____ , on behalf of _____ (insert name of the Bidder), this Payment on Order Instrument (POI) for an amount of Rs. _____ _____ (Rupees _____ (in words)). This Payment on Order Instrument comes into force immediately.
3. In consideration of the _____ [*Insert name of the Bidder*] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for Setting up of ISTS connected standalone BESS Projects of the cumulative capacity of …….. MW/MW/MWh [*Insert Project capacity proposed*] for supply of Solar + BESS power there from on long term basis, in response to the RfS No. _____ dated _____issued by NHPC Limited (hereinafter referred to as NHPC) and NHPC considering such response to the RfS of .....[*Insert the name of the Bidder*] as per the terms of the RfS, the _____ [*Insert name & address of IREDA/PFC/REC*] hereby agrees unequivocally, irrevocably and unconditionally to pay to NHPC at [*Insert Name of the Place from the address of NHPC*] forthwith without demur on demand in writing from NHPC or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees …….. [*Insert amount not less than that derived on the basis of Rs. Lakhs per MWh of capacity proposed*], only, on behalf of M/s …… [*Insert name of the Bidder*].
4. In consideration of the above facts, IREDA/REC/PFC, having its registered office at …….. , agrees to make payment for the sum of Rs. _____ lakhs (in words.....) to NHPC on the following conditions:-

(a) IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of _____ days of receipt of request from NHPC within the validity period of this letter as specified herein;

(b) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against NHPC;

(c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;

(d) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (NHPC and Bidding Party), subject to the however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc.;

(e) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;

(f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by NHPC made in any format within the validity period. IREDA/REC/PFC shall not require NHPC to justify the invocation of the POI against the SPV/BESSD, to make any claim against or any demand against the SPV/BESSD or to give any notice to the SPV/BESSD;

(g) The POI shall be the primary obligation of IREDA/REC/PFC and NHPC shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/BESSD;

(h) Neither NHPC is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against NHPC in respect of the payment made under letter of undertaking;

5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid up to _____ and

IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs. …….. and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.

Thanking you,

Yours faithfully

For and on behalf of

M/s._____

(Name of the POI issuing agency).

( )

General Manager

Copy to:-

M/s.

_____ As per their request

( )

General Manager

(Contact Civil-I)

Format 6.3 A(II)- Format for Insurance Surety Bond for Earnest Money Deposit

Format of Insurance Surety Bond for Earnest Money Deposit

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....

Date:_____

(Name of Contract)

To:

NHPC Limited,
Sector 33, Faridabad,
Haryana 121003)

WHEREAS (name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated (date of bid) for the performance of the above named Contract (hereinafter called "the Bid").

KNOW ALL PERSONS by these present that We ..... (name of Insurance Company) of ..... (address of Insurance Company) (hereinafter called "the Surety"), are bound unto NHPC Limited (a Govt. of India Enterprise) (hereinafter called "the NHPC") for the sum of ..... (amount),

for which payment well and truly to be made to NHPC, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder

   (a) withdraws or modifies its Bid during the period of bid validity, or

   (b) adopts corrupt or collusive or coercive or fraudulent practices or defaults under Integrity Pact.

2. If the Bidder, having been notified of the acceptance of its Bid by the NHPC Ltd. during the period of bid validity.

3. fails or refuses to sign the Contract Agreement when required, or

4. fails or refuses to submit the performance security in accordance with the Tender Documents.

We undertake to pay to the NHPC Ltd. up to the above amount upon receipt of its first written demand, without the NHPC Ltd. having to substantiate its demand, provided that in its demand the NHPC Ltd. will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

The Surety declares that this Insurance Surety Bond is issued by the ..... (name of Insurance Company), utilizing the credit limit of M/s .....(name of BESSD) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

This Insurance Surety Bond will remain in force up to and including (date 90 days after the period of bid validity), and any demand in respect thereof must reach the Surety not later than the above date.

For and on behalf of the Insurance Company …….. in the capacity of

……..

Common Seal of the Insurance Company with complete address including Tel. Nos. / e-Mail Id.

Staff Authority No. of the officer of the Insurance Company /Signatory

INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT

1. Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.

2. The executing officers of the Insurance Surety Bond for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No. / Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.

3. Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duly signed/initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company.

4. Stamp paper shall be purchased in the name of Insurance Company issuing the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six (6) months prior to execution/ issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. The issuing Insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, non-confirmation of which may lead to rejection of 'Insurance Surety Bond'.

6. Irrevocable, valid and fully enforceable Insurance Surety Bond in favor of the NHPC (NHPC Ltd.) issued by any Insurance Company registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI) in Indian currency (INR) only is acceptable to the NHPC Ltd.

7. Insurance Surety Bond for Bid security in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the NHPC Ltd. (authority inviting tenders) with a forwarding letter.

Format 6.3 B – Format of BG for Performance Bank Guarantee

(To be submitted separately for each Project)

Bank Guarantee Format for Performance Security

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Bank Guarantee No.....

Date .....

To,

BSUL

TC-43/V, Vibhuti Khand, Gomti Nagar,

Lucknow- 226010, Uttar Pradesh

Dear Sirs,

In consideration of the ... [BSUL], hereinafter referred to as the 'BSUL' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s [BESSD's Name] with its Registered/Head Office at…… (hereinafter referred to as the 'BESSD', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a RfS by issue of BSUL's Letter of Acceptance No …….dated and the same having been acknowledged by the BESSD, resulting in a Power Purchase Agreement (PPA) to be entered into with……. [Insert name of the Client Organization], hereinafter referred to as "Client" for purchase of Power [from selected BESS Developer or a Project Company, M/s _____

As per the terms of the RfS, the _____ [Insert name & address of Bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to BSUL at _____[Insert Name of the Place from the address of the BSUL] forthwith on demand in writing from BSUL or any Officer authorised by it in this behalf, any amount up to and not exceeding Indian Rupees _____ [Total Value] only, on behalf of M/s _____ [Insert name of the selected Solar Power Developer/Project Company]

.

We.....[Name & Address of the Bank] ..... having its Head Office at.....

..... (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the BSUL, on demand any and all monies payable by the BESSD to the extent of.....(*)

..... as aforesaid at any time upto

.....(+).....[days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the BESSD. Any such demand made by the BSUL on the Bank shall be conclusive and binding notwithstanding any difference between the BSUL and the BESSD or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the BSUL and further agrees that the guarantees herein contained shall continue to be enforceable till the BSUL.

discharges this guarantee or till .....(+)..... [days/month/year] whichever is earlier.

The BSUL shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the BESSD. The BSUL shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the BESSD, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the BSUL and the BESSD or any other course or remedy or security available to the BSUL. The Bank shall not be released of its obligations under these presents by any exercise by the BSUL of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the BSUL or any other indulgence shown by the BSUL or by any other matter or thing whatsoever which under the law would, but for this provision have the effect of relieving the Bank.

The Bank declare that this Bank Guarantee is issued by the bank, utilizing the credit limit of

M/s ----------(Name of BESSD) also agrees that the BSUL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the BESSD and notwithstanding any security or other guarantee the NHPC Limited may have in relation to the BESSD's liabilities.

i) Our liability under this Bank Guarantee shall not exceed

_____(*)_____.

ii) This Bank Guarantee shall be valid upto……. (+) ……. .

iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if BSUL serves upon Bank a written claim or demand on or before……..@

Dated this .....day of ..... 20 ..... at.....

WITNESS

(Signature) (Signature)

(Name) (Name).

(Official Address) (Designation with Bank Stamp)/with staff Authority no.

Complete Address of the Bank with Tele-Fax

Notes :

1. (*) This sum shall be as per Clause 3.24 of Section-3A of RfS.

@ This date will be 12(Twelve) months beyond the Commissioning Date of the Project.

(+) This date will be 9 (Nine) months beyond the Scheduled Commissioning Date of the Project.

2. Bank Guarantee should be executed on appropriate stamp paper of requisite value; such stamp paper should be purchased in the name of Issuing Bank, not more than six (6) months prior to execution / issuance of Bank Guarantee. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Bank guarantee should contain rubber stamp of the authorized signatory of the bank indicating the name, designation and signature/ power of attorney number as well as telephone/ fax numbers with full correspondence address of the Bank.

3. Bank Guarantee is required to be submitted directly to the BSUL by the issuing bank (on behalf of BESSD). The BESSD can submit an advance copy of Bank Guarantee to the Engineer in Charge.

Format 6.3 B(I) - Format for POI for Performance Bank Guarantee

FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY IREDA/REC/PFC (IN LIEU OF PBG)

No. Date

BSUL

TC-43/V, Vibhuti Khand, Gomti Nagar,

Lucknow- 226010, Uttar Pradesh

,

Reg: M/s _____ (insert name of the PPA signing entity) (Project No. _____ (insert project ID issued by BSUL) – Issuance of Payment on Order Instrument for an amount of Rs.

Dear Sir,

1. It is to be noted that M/s. _____ (insert name of the POI issuing Agency) **('IREDA/REC/PFC')** has sanctioned a non-fund based limit loan of Rs. _____ (Rupees _____ only) to M/s _____ under the Loan Agreement executed on _____to execute Renewable Energy Projects.
2. At the request of M/s _____ , on behalf of _____ (Insert Name of the SPV), this Payment on Order Instrument (POI) for an amount of Rs. _____(Rupees_____(in words)). This Payment on Order Instrument comes into force immediately.
3. In consideration of the ---------- [Insert name of the Bidder] (hereinafter referred to as Selected Battery Energy Storage System Developer) submitting the response to RfS inter alia for selection ofContracted Capacity of MW/MW/MWh, at [Insert name of the place] under RfS for_____ (insert name of the RfS), for supply of power there from on long term basis, in response to the RfS dated ..... issued by BSUL (hereinafter referred to as BSUL) and BSUL considering such response to the RfS of…[insert the name of the selected Battery Energy Storage System Developer] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Project of the Battery Energy Storage System Developer(BESSD) and issuing Letter of Award No ..... to (Insert Name of selected Battery Energy Storage System Developer) as per terms of RfS and the same having been accepted by the selected BESSD resulting in a Power Purchase Agreement (PPA) to be entered into, for purchase of Power [from selected Battery Energy Storage System Developer or a Project Company, M/s…… {a Special Purpose Vehicle (SPV) formed for this

purpose}, if applicable]. As per the terms of the RfS, the ..... [insert name & address of IREDA/PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to BSUL at [Insert Name of the Place from the address of the NHPC] forthwith on demand in writing from NHPC or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees- .....[Total Value] only, on behalf of M/s ___ [Insert name of the selected Battery Energy Storage System Developer / Project Company].

4. In consideration of the above facts, IREDA/REC/PFC, having its registered office at , agrees to make payment for the sum of Rs. lakhs (in words.....) to BSUL on the following conditions:-

(a) IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of _____ days of receipt of request from BSUL within the validity period of this letter as specified herein;

(b) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against BSUL;

(c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;

(d) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (BSUL and Bidding Party), subject to the however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc.;

(e)This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;

(f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by BSUL made in any format within the validity period. IREDA/REC/PFC shall not require BSUL to justify the invocation of the POI against the SPV/BESSD, to make any claim against or any demand against the SPV/BESSD or to give any notice to the SPV/BESSD;

(g) The POI shall be the primary obligation of IREDA/REC/PFC and NHPC shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/BESSD;

(h) Neither BSUL is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against BSUL in respect of the payment made under letter of undertaking;

5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid upto _____ and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs.....and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.

Thanking you,

Yours faithfully

For and on behalf of

M/s._____

(name of the POI issuing agency).

( )

General Manager

Copy to:-

M/s.

_____ As per their request

( )

General Manager (Contract Civil-I)

Format 6.3 B(II) - Format for Insurance Surety Bond for Performance Bank Guarantee

FORMAT OF INSURANCE SURETY BOND FOR PERFORMANCE SECURITY

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....

Date.....

To,

BSUL

TC-43/V, Vibhuti Khand, Gomti Nagar,

Lucknow- 226010, Uttar Pradesh

Dear Sirs,

In consideration of the ... [BSUL]..... (hereinafter referred to as the 'BSUL .' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s .....[SPV/BESSD's Name]..... with its Registered/Head Office at ..... (hereinafter referred to as the 'SPV/BESSD's ', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of BSUL.'s Letter of Acceptance No..... dated..... and the same having been acknowledged by the SPV/BESSD , for ---------- [Contract sum in figures and words] for ……[Name of the work] and the SPV/BESSD having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to .....(*).....of the said value of the aforesaid work under the Contract to the BSUL.

We .....[Name & Address of the Insurance Company].....having its Head Office at.....(hereinafter referred to as the 'Surety, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the BSUL., on demand any and all monies payable by the Contractor to the extent of .....(*)..... as aforesaid at any time upto .....(@)..... [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the SPV/BESSD . Any such demand made by the BSUL . on the Insurance Company shall be conclusive and binding notwithstanding any difference between the BSUL . and the SPV/BESSD or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the BSUL . and further agrees that the guarantees herein contained shall continue to be enforceable till the BSUL . discharges this guarantee or till ……(@)…….. [days/month/year] whichever is earlier.

The BSUL . shall have the fullest liberty, without affecting in any way the liability of the Insurance Company under this guarantee, from time to time to extend the time for performance of the Contract by the SPV/BESSD . The BSUL . shall have the fullest liberty, without affecting this

guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the SPV/BESSD , and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the BSUL . and the SPV/BESSD or any other course or remedy or security available to the BSUL . The Insurance Company shall not be released of its obligations under these presents by any exercise by the BSUL . of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the NHPC Ltd. or any other indulgence shown by the BSUL . or by any other matter or thing whatsoever which under the law would, but for this provision have the effect of relieving the Insurance Company.

The Surety declares that this Insurance Surety Bond is issued by the .....(Name of Insurance Company), utilizing the credit limit of M/s .....(name of contractor) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI) and also agrees that the BSUL . at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the BSUL may have in relation to the SPV/BESSD's liabilities.

i) Our liability under this Insurance Surety Bond shall not exceed _____(*)____.

ii) This Insurance Surety Bond shall be valid upto _____(@)_____.

iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety

Bond only and only if BSUL.serves upon Surety a written claim or demand on or before (@)_____

Dated this .....day of .....20_.....at.....

WITNESS

..... (Signature).....

(Signature)

.....

(Name) (Name).....

....

(Official Address) (Designation with Stamp of Insurance

Company)/with staff Authority no.

Complete Address of the Insurance Company with Telephone No. and e-Mail Id.

Notes: 1. (*) This sum shall be as per Clause 3.24 of RfS denominated in the Indian currency.

(@)This date will be 12(Twelve) months beyond the Commissioning Date of the Project

(+) This date will be 9(Nine) months beyond the Scheduled Commissioning Date of the project.

2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company.

   In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

3. Insurance Surety Bond is required to be submitted directly to the BSUL . by the issuing Insurance Company (on behalf of SPV/BEESD) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer in Charge.

4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of BG from that branch/ Head office, if so required.

Format 6.4 –Format for Board Resolutions

The Board, after discussion, at the duly convened Meeting on ..... ***[Insert date]***, with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956/ Companies Act, 2013 *(delete the other which is not applicable*), passed the following Resolution:

1. **RESOLVED THAT** Mr./Ms. ..... , be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS for …….(insert title of the RfS), including signing and submission of all documents and providing information / response to RfS to NHPC, representing us in all matters before NHPC, and generally dealing with NHPC in all matters in connection with our bid including participation in Reverse Auction for the said Project. (**To be provided by the Bidding Company or the Lead Member of the Consortium**).
2. **FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956/ Companies Act, 2013 *(delete the other which is not applicable*) and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded to invest total equity in the Project. (**To be provided by the Bidding Company**)

   [Note: In the event the Bidder is a Bidding Consortium, in place of the above resolution at Sl. No. 2, the following resolutions are to be provided by the each Member of the Bidding Consortium including Lead Member such that total equity commitment is 100%]

   FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 / Companies Act, 2013 *(delete the other which is not applicable*) and compliance thereof and as permitted under the Memorandum and Articles of Association of the company, approval of the Board be and is hereby accorded to invest (-----%) equity *[Insert the % equity commitment as specified in Consortium Agreement]* in the Project. (**To be provided by the each Member of the Bidding Consortium including Lead Member such that total equity commitment is 100%**)

   FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to participate in consortium with ---------- *[Insert the name of other Members in the Consortium]* and Mr/Ms..... , be and is hereby authorized to execute the Consortium Agreement. (**To be provided by the each Member of the Bidding Consortium including Lead Member)**

   And

   FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated ……

executed by the Consortium as per the provisions of the RfS. [**To be passed by the Lead Member of the Bidding Consortium**]

3. **FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to M/s. ……. *[Insert name of Bidding Company/ Consortium Member(s)]* to use our financial capability for meeting the Qualification Requirements for …….(insert title of the RfS), under OPEN category *and confirm that all the equity inves*tment obligations of M/s…….*(Insert Name of Bidding Company/ Consortium Member(s)]* for development of selected project(s), shall be deemed to be our equity investment obligations and in the event of any default the same shall be met by us. The Board also confirms and undertake that in case M/s……*[Insert name of Bidding Company/ Consortium Member(s)]* fails to submit the requisite Performance Bank Guarantee in terms of Request for Selection Document, the same shall be submitted by us on its behalf. [**To be passed by the entity(s) whose financial credentials have been used i.e. Parent and / or its affiliate.]**

Certified true copy

(Signature, Name and stamp of Company Secretary / Director)

Notes:

1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary / Director.
2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act 1956 / Companies Act, 2013 *(delete the other which is not applicable*) may be suitably modified to refer to the laws applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing company and the authorizations granted therein are true and valid.
4) In case a Sub-Committee/Management Committee has been authorized by the Board of a Company for making the Resolution(s) mentioned here in above, these Resolution(s) can be passed by that Sub Committee and the same may be submitted along with Board Resolution in which the Sub Committee has been authorized By Board to pass such Resolution(s).
5) In case of a Consortium the respective Boards of all Consortium Members should pass the aforesaid Resolution before execution of Consortium Agreement.

Format 6.5 – Format for Consortium Agreement

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

This Consortium Agreement ("Agreement") executed on this _____ day of _____ Two thousand _____ between M/s [***insert name of Lead Member***] a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "**Member-1**", which expression shall include its successors, executors and permitted assigns) and M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "**Member-2**", which expression shall include its successors, executors and permitted assigns), M/s _____a Company incorporated under the laws of and __ having its Registered Office at _____ (hereinafter called the "**Member-n**", which expression shall include its successors, executors and permitted assigns), [*The Bidding Consortium should list the details of all the Consortium Members*] for the purpose of submitting ~~response to RfS, and execution of Power Purchase Agreement (in case of~~ award), against RfS No. _____dated _____issued by NHPC Limited (hereinafter referred to as "NHPC") a Company incorporated under the [Companies Act, 1956/ Companies Act, 2013 *(delete the other which is not applicable*), and having its Registered Office at _____.

WHEREAS, each Member individually shall be referred to as the "**Member"** and all of the Members shall be collectively referred to as the "**Members"** in this Agreement.

WHEREAS, the NHPC had invited response to RfS vide its Request for Selection (RfS) No. dated

WHEREAS the BSUL shall purchase power through Power Purchase Agreement;

WHEREAS the RfS stipulates that in case response to RfS is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by NHPC wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Bidding Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby

unequivocally agree that Member-1 (M/s _____), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of Member-2, ----, Member-n.

2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.

3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity (as well as total financing if committed to be met from internal financing) investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.

4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity as well as other financing if committed to be met internally obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.

5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

Name	Percentage
Member 1	---
Member 2	---
Member n	---
Total	100%

We acknowledge that after execution of PPA, the controlling shareholding (having not less than 51% of the voting rights and paid up share capital) in the Project Company developing the Project shall be maintained for a period of at-least **1 (One)** year after COD of the project .

6. The Lead Member, on behalf of the Consortium, shall *inter alia* undertake full responsibility for liasioning with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure in terms of the PPA.

7. In case of any breach of any equity investment as well as other financing requirements commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.

8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.

9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.

10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at [ ] alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.

11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of BSUL in terms of the RfS.

12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by BSUL.

13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfS.

14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the PPA except with prior written consent of BSUL.

15. This Agreement

(a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;

(b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and

(c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of BSUL.

16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS & PPA.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s----------[Member 1]

(signature, Name & Designation of the person authorized vide Board Resolution Dated [●])

Witnesses:

1) Signature ---------- 2) Signature ----------

Name: Name:

Address: Address:

For M/s----------[Member 2]

(signature, Name & Designation of the person authorized vide Board Resolution Dated [●])

Witnesses:

1) Signature ---------- 2) Signature ----------

Name: Name:

Address: Address:

For M/s----------[Member n]

(signature, Name & Designation of the person authorized vide Board Resolution Dated [●])

Witnesses:

1) Signature ---------- (2) Signature

Name: Name:

Address: Address:

Signature and stamp of Notary of the place of execution

[On the letter head of Bidder]

Format 6.6 – FORMAT FOR FINANCIAL REQUIREMENT

To,

NHPC Limited
NHPC Office Complex
Sector-33, Faridabad
Haryana-121003

Date: -

Dear Sir,

Sub: Setup BESS and Supply of Solar-plus-BESS Power utilizing the 1200 MW Solar Project at Jalaun Solar Park of BSUL through TBCB**.**

(A) For meeting Qualification Requirement as per clause 3.8.3(i) Section-3A - NET WORTH

We certify that the Bidding Company / Member in a Bidding Consortium _____ *[Name of Bidding Company or Bidding Consortium]* has a minimum **Net Worth** of Rs.__
Crore (Rupees _____) or equivalent US$* .....based on

Sl. No	**Description**	**Select any one (whichever is applicable)**
1.	**Audited Annual Accounts of Previous FY Or**	**Applicable / Not Applicable**
2.	**Networth as on day .....(dd/mm/yyyy) (not more than seven (07) days prior to the due date**	**Applicable / Not Applicable**

* This Net Worth has been calculated in accordance with the instructions provided in Clause 3.8.3 of the RfS.

Exhibit (i): Applicable in case of Bidding Company

@ For the above calculations, we have considered the Net Worth by Bidding Company and/ or its Parent / Affiliates as per following details:

Name of Bidding Company	**Name of Company / Parent/ Affiliate whose Net Worth is to be considered**	**Relationship with Bidding Company***	**Indicate Financial Year Or the day not more than seven (07) days prior to the**	**Net Worth (in Rs. Crore) of the Member Company**
(1)	(2)	(3)	(4)	(5)
Company 1				

		Total		

Exchange Rates considered

USD to INR : 1USD= INR……..

Other Currency.....(Bidder to specify the other currency) 1.....=INR

Certificate from the Banker in respect of the Exchange rate is enclosed at Appendix-

---

@ In cases where the Bidding Company is giving its own net worth only, the bidder has to fill its own company name in column (2), "Self" in column (3) and Net worth in column (5).

**The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by the company secretary/ statutory auditor is required to be attached with the format.*

Exhibit (ii): Applicable in case of Bidding Consortium

(To be filled by each Member in a Bidding Consortium separately)

Name of Member: [Insert name of the Member]

Net Worth Requirement to be met by Member in Proportion to the Equity Commitment:
Rs. ---------- Crore (Equity Commitment (%) x Rs. [ ] Crore) @ For the above calculations, we have considered Net Worth by Member in Bidding Consortium and/ or Parent/ Affiliate as per following details:

Name of Consortium Member Company	Name of Company / Parent/ Affiliate/ Consortium Member whose Net Worth is to be	Relationship with Bidding Company* (if any)	Indicate Financial Year Or the day not more than seven (07) days prior to the due date of bid submission	Net Worth (in Rs. Crore) of the Consortium Member Company	Equity Commitment (in %age) in Bidding Consortium	Committed Net Worth (in Rs. Crore)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Company 1						

Total				

Exchange Rates considered
USD to INR: / USD = INR.....
Other Currency.....(Bidder to specify the other currency) 1.....=INR
Certificate from the Banker in respect of the Exchange rate is enclosed at Appendix----

@ *In cases where the Consortium member is giving its own net worth only, the Consortium member has to fill its company name in column (2), "Self" in column (3) and Net worth in column (5).*

* *The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by the company secretary/ statutory auditor is required to be attached with the format.*

* *For the Qualification Requirements, if data is provided by the Bidder Company in foreign currency, equivalent rupees of Net Worth will be calculated as per Note 5 of Clause 3.8.3.*

(Signature & Name of the person Authorized By the Board) ***(Signature and Stamp of Statutory Auditor)***

(B) For meeting Qualification Requirement as per clause 3.8.3 (ii)(a) <u>Annual Turnover:</u>

We certify that the *Bidding Company / *Member in the Bidding Consortium _____ *[Name of Bidding Company or Bidding Consortium]* has an **Annual Turnover** of Rs. _____ (Rupees ___) during previous Financial Year. (*Strike out if not applicable).

Exhibit (i): Applicable in case of Bidding Company

@ For the above calculations, we have considered the Annual Turnover by the Bidding Company and/ or its Parent / Affiliates as per following details:

Name of Bidding Company	**Name of Company / Parent/ Affiliate whose Turnover is to be considered**	**Relationship with Bidding Company***	**Annual Turnover (in Rs. Crore) of the Member Company during Previous FY**
(1)	(2)	(3)	(4)
Company 1			

...			
		Total	

@ In cases where the Bidding Company is giving its own Turnover, the bidder has to fill its own company name in column (2), "Self" in column (3) and Annual Turnover in column (4).

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by the company secretary/ statutory auditor is required to be attached with the format.*

Exhibit (ii): Applicable in case of Bidding Consortium

(To be filled by each Member in a Bidding Consortium separately)

Name of Member: [Insert name of the Member]

Annual Turnover to be met by Member in Proportion to the Equity Commitment: Rs. ----------Crore (Equity Commitment (%) x Rs. [ ] Crore)

@ For the above calculations, we have considered Annual Turnover by Member in Bidding Consortium and/ or Parent/ Affiliate as per following details:

Name of Consortium Member Company	**Name of Company / Parent/ Affiliate/ Consortium Member whose Turnover is to**	**Relationship with Bidding Company* (if any)**	**Annual Turnover (in Rs. Crore) of the Consortium Member Company during Previous FY**	**Equity Commitment (in %age) in Bidding Consortium**	**Committed Annual turnover (in Rs. Crore)**
(1)	(2)	(3)	(4)	(5)	(6)
Company 1					

		Total			

@ In cases where the Consortium member is giving its own Turnover only, the Consortium member has to fill its company name in column (2), "Self" in column (3) and Annual Turnover in column (4).

** The column for "Relationship with Bidding Company" is to be filled only in case the*

financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by the company secretary/ statutory auditor is required to be attached with the format.

(C) For meeting Qualification Requirement as per clause 3.8.3 (ii)(b) PBDIT:

We certify that the *Bidding Company/*Member in the Bidding Consortium _____ *[Name of Bidding Company or Bidding Consortium]* has a **Profit Before Depreciation Interest and Taxes (PBDIT)** of Rs. _____ (Rupees _____in words) as on the last date of previous Financial Year. **(Strike out if not applicable)*

Exhibit (i): Applicable in case of Bidding Company @ For the above calculations, we have considered the PBDIT by the Bidding Company and/ or its Parent / Affiliates as per following details:

Name of Bidding Company	Name of Company / Parent/ Affiliate whose PBDIT is to be considered	Relationship with Bidding Company*	PBDIT (in Rs. Crore) of the Member
(1)	(2)	(3)	(4)
Company 1			

Total			

@ In cases where the Bidding Company is giving its own PBDIT, the bidder has to fill its own company name in column (2), "Self" in column (3) and PBDIT in column (4).

* *The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by the company secretary/ statutory auditor is required to be attached with the format.*

Exhibit (ii): Applicable in case of Bidding Consortium
(To be filled by each Member in a Bidding Consortium separately)
Name of Member: [Insert name of the Member]
PBDIT requirement to be met by Member in Proportion to the Equity Commitment: Rs. --------Crore (Equity Commitment (%) * Rs. [ ] Crore)
@ For the above calculations, we have considered PBDIT by Member in Bidding Consortium and/ or Parent/ Affiliate as per following details:

Name of Consortium Member Company	Name of Company / Parent/ Affiliate/ Consortium Member whose PBDIT is to be considered	Relationship with Bidding Company* (if any)	PBDIT (in Rs. Crore) of the Consortium Member Company during Previous FY	Equity Commitment (in %age) in Bidding Consortium	Committed PBDIT (in Rs. Crore)
(1)	(2)	(3)	(4)	(5)	(6)
Company 1					

		Total			

@ In cases where the Consortium member is giving its own PBDIT, the Consortium member has to fill its company name in column (2), "Self" in column (3) and PBDIT in column (4).

* *The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by the company secretary/ statutory auditor is required to be attached with the format.*

D) For meeting Qualification Requirement as per clause 3.8.3 (ii)(c)

We certify that the *Bidding Company/*Member in the Bidding Consortium

_____ *[Name of Bidding Company or Bidding Consortium]* has In-principle sanction letter from our lending institutions/banks, committing a Line of Credit for Rs. (in words) [**insert amount which should be a minimum amount of Rs. ……. of the quoted capacity**], towards meeting the working capital requirement of the project quoted under this RfS. **(Strike out if not applicable)*

Exhibit (i): Applicable in case of Bidding Company

@ For the above calculations, we have considered the Line of Credit available to the Bidding Company and/ or its Parent / Affiliates as per following details:

Name of Bidding Company	Name of Company / Parent/ Affiliate to whom Sanction Letter issued	Relationship with Bidding Company*	Line of Credit (in Rs. Crore) available to the Member Company	
(1)	(2)	(3)	(4)	
Company 1				Sanction Letter from lending institutions/ banks enclosed at Annexure of... this Form 6.6.

		Total		

@ In cases where the Line of Credit is in favor of Bidding Company, the bidder has to fill its own company name in column (2), "Self" in column (3) and Line of Credit in column (4).

* *The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by the company secretary/ statutory auditor is required to be attached with the format.*

Exhibit (ii): Applicable in case of Bidding Consortium
(To be filled by each Member in a Bidding Consortium separately) Name of Member: [Insert name of the Member]
Line of Credit requirement to be met by Member in Proportion to the Equity Commitment:
Rs. ---------- Crore (Equity Commitment (%) * Rs. [ ] Crore)
@ For the above calculations, we have considered Line of Credit available to Member in Bidding Consortium and/ or Parent/ Affiliate as per following details:

Name of Consortium Member Company	Name of Company / Parent/ Affiliate/ Consortium Member whose Line of Credit is to be considered	Relationship with Bidding Company * (if any)	Line of Credit (in Rs. Crore) of the Consortium Member Company	Equity Commitment (in %age) in Bidding Consortium	Committed Line of Credit (in Rs. Crore)	
(1)	(2)	(3)	(4)	(5)	(6)	
Company 1						Sanction letter from lending instituitions/ banks enclosed at Annexure …. Of this Form 6.6
…….						
Total						

@ *In cases where the Line of Credit is in favour of Consortium member, the Consortium member has to fill its company name in column (2), "Self" in column (3) and Line of Credit in column (4).*

* *The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by the company secretary/ statutory auditor is required to be attached with the format.*

(Signature & Name of the person Authorized By the Board)

(Signature and Stamp of Statutory Auditor)

Note: Since Bidder is required to meet any one of the requirements mentioned at Clause 3.8.3 (ii) (a), (b) or (c). Therefore, Bidder may fill either of sl. No. (B) or (C) or (D) above.

We are submitting in a separate sheet, details of computation of Net Worth, Annual Turnover & PBDIT duly certified by Statutory Auditor. The detailed sheet is enclosed at Appendix_____.

We are enclosing the certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements and Bank statement by bank and other documents in support thereof for confirmation of balance in cash & bank as per the stipulations of RfS as under:

S. No.	Document Description	Enclosed at Appendix

Signature & Name of the person Authorized By the board) ***(Signature and Stamp of Statutory Auditor)***

Date:

Note: 1. Bidders are advised in their own interest to furnish the detailed computation sheet by statutory auditor for determination of Net Worth/Turnover/PBDIT along with supporting documents referred therein as per the requirements of RfS without which no claim for Net worth shall be considered.

2. For the Qualification Requirements, if data is provided by the Bidder Company in foreign currency, equivalent rupees of Net Worth will be calculated as per Note 5 of Clause 3.8.3.

Format 6.6 A–UNDERTAKING FROM THE BIDDER IN ACCORDANCE WITH CLAUSE NO. 3.8.4 OF RFS

(To be submitted by Bidder along with the Technical Bid)

Ref. : Date:

To

NHPC Limited,

NHPC Office Complex,
Sector-33, Faridabad
Haryana-121003

Dear Sir,

We hereby undertake to certify in line with clause 3.8.4 of RfS that we or any of our Affiliates are not a willful defaulter to any lender, and that there is no major litigation pending or threatened against us or our Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project.

(Signature & Name of the person Authorized by the Board)

Name of the Bidder

[On the letter head of Bidder]

Format 6.7 – FORMAT FOR TECHNICAL CRITERIA

To, Date:-

NHPC Limited

NHPC Office Complex,
Sector-33, Faridabad
Haryana-121003

Sub: Setup BESS and Supply of Solar-plus-BESS Power utilizing the 1200 MW Solar Project at Jalaun Solar Park of BSUL through TBCB**.**

Dear Sir

We hereby undertake to certify in line with Clause 3.27 under the title "Financial Closure" that the following details shall be furnished within 6 Months prior to SCD of the Project.

1.0 Evidence of achieving complete-tie-up of the Project Cost through internal accruals or through a Financing Agency.

2.0 DPR of the Project, detailing out project configuration and proposed commissioning schedule of the Project.

3.0 .

Dated the_____day of_____, 20….

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration

Format 6.8 –Format for Disclosure

(To be submitted on the Letter Head of the Bidding Company / Each Member of Consortium)

DISCLOSURE

Ref. No. **Date:**

From: (Insert name and address of Bidding Company/ Lead Member of Consortium)
Tel. #:
E-mail address#

To
(Enter Address of NHPC)

Sub: Response to RfS No……. dated…….. for…… .

Dear Sir/ Madam,

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No. and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

We further declare and confirm that in terms of the definitions of the RfS, M/s (enter name of the Promoter/Promoters) is/are our Promoter(s), and has/have a direct/indirect Control in the bidding company as per the Companies Act 2013. No other entity has a direct/indirect control in the bidding company except the entity(ies) mentioned above.

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/PPA including but not limited to cancellation of our response to this RfS and LoA/PPA as applicable, we, i.e. M/s (enter name of the bidding company/member in a consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by NHPC for a period upto 2 years from the date of default as notified by NHPC.

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force.

We further declare that we have read the provisions of Clause 5.2 of Section-5 of the RfS, and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl.17 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being

selected under this RfS, any of the above certificates is found false, NHPC shall take appropriate action as deemed necessary.

Dated the day of , 20 .

Thanking you,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Format 6.8A –Format for Disclosure

(To be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium)
(To be submitted by all such bidders in which a common Company/companies directly/indirectly own(s) more than 10% but less than 26% shareholding)

DISCLOSURE

Ref. No. Date:
From: (Insert name and address of Bidding Company/ Lead Member of Consortium)
Tel. #: Fax#:
E-mail address#

To

NHPC Limited,
NHPC OFFICE COMPLEX,
Sector-33, Faridabad-121003,
Haryana, India.

Sub: Response to RfS No. ……..dated…… for…… .

Dear Sir/ Madam,

We hereby declare and confirm that in terms of the definitions of the RfS, M/s (enter name of the common shareholder) is our Group Company, and has a direct/indirect shareholding of less than 26% in the bidding company. M/s (enter name of the common shareholder) also holds directly/indirectly less than 26% shareholding in other Companies which may participate in this RfS, i.e. RfS No. .

We undertake that M/s (enter name of the above common shareholder) is not a party to the decision-making process for submission of response to this RfS by M/s (enter name of the bidding company/member in the consortium). We further undertake that while undertaking any action as part of our response to RfS, we are not complicit with other such bidders participating in this RfS, in which M/s (enter name of the common shareholder) has less than 26% direct/indirect shareholding, if any.

We further declare and confirm that in terms of the definitions of the RfS, M/s (enter name of the Promoter/Promoters) is/are our Promoter(s), and has/have a direct/indirect Control in the bidding company as per the Companies Act 2013. No other entity has a direct/indirect control in the bidding company except the entity(ies) mentioned above.

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/PPA including but not limited to cancellation of our response to this RfS and LoA/PPA as applicable, we, i.e. M/s (enter name of

the bidding company/member in a consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by NHPC for a period of 2 years from the date of default as notified by NHPC.

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force.

We further declare that we have read the provisions of Clause 5.2 of Section-5 of the RfS, and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl. 17 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, NHPC shall take appropriate action as deemed necessary.

Thanking you,

We remain,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Annexure to Format 6.8/6.8A

DECLARATION

RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES: MoF OM No 7/10/2021- PPD-(1) dated 23.02.2023

(To be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium)

Ref. No. Date:
From: (Insert name and address of Bidding Company/Member of Consortium)
Tel#:
E-mail address#
To
NHPC Limited,
NHPC OFFICE COMPLEX,
Sector-33, Faridabad-121003,
Haryana, India.

Sub: Response to RfS No …… dated for the tender for ……
Dear Sir/ Madam,

This is with reference to attached order No. OM No. F.7/10/2021-PPD(1) dated 23.02.2023 issued by Department of Expenditure, MoF, Govt of India.
We are hereby submitting the following declaration in this regard:
"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. Where applicable, evidence of valid registration by the Competent Authority shall be attached."

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to the tender will be rejected.

Dated the day of , 20….
Thanking you,
We remain, Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Encl: OM dated 23.02.2023, as referred above.

FORMAT - 6.9

Declaration by the Battery Energy Storage System for the proposed technology tie-up

(To be submitted on the letterhead of the Bidder)

1	**Name of Bidding Company / Lead Member of Bidding Consortium**		
2	**Contracted Capacity proposed (in MW/MWh)**		
3	**Location of BESS Project**		
4	**Technology proposed to be adopted for the project**	(Brief about the technology Proposed)	

Dated the day of , 20….

Thanking you,

Yours faithfully,

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Format 6.10 – Format for Letter from CTU

(to be filled separately for individual projects)

DELETED

PRICE SCHEDULE FOR CONFIGURATION-1

NAME OF WORK- RfS of Developer for Setting up Battery Energy Storage Systems (BESS) and Supply of Solar-plus-BESS Power utilizing the 1200 MW Solar Project at Jalaun Solar Park of BSUL

Tender Reference No.- NH/CCW/CC-I/CO-488/BSUL/PR/JSP/2026-27/188,
Tender ID- 2026_NHPC_930977_1

CONFIGURATION-1

(This BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Notes:

1. Indicative Tariff in Rupees upto two decimal place per kWh (unit).

2. The Price quoted in this schedule shall be inclusive of all Taxes, Duties, Levies , Charges etc.

3. The bidders will have to submit bids quoting a fixed levelised tariff for entire project duration of 25 years.

Name of the Bidder/ Bidding Firm / Company :			
S.No.	**Description (1)**	**Indicative Tariff (Rs./kWh)**	**Indicative Tariff (in Words)**
1	Quoted Tariff (Against Total Quoted Capacity)		**Rupees Only**

PRICE SCHEDULE FOR CONFIGURATION-2

NAME OF WORK- RfS of Developer for Setting up Battery Energy Storage Systems (BESS) and Supply of Solar-plus-BESS Power utilizing the 1200 MW Solar Project at Jalaun Solar Park of BSUL
Tender Reference No.- NH/CCW/CC-I/CO-488/BSUL/PR/JSP/2026-27/188, **Tender ID- 2026_NHPC_930977_1**
CONFIGURATION-2 ***(This BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)*** ***Notes:*** ***1. Indicative Tariff in Rupees upto two decimal place per kWh (unit).*** ***2. The Price quoted in this schedule shall be inclusive of all Taxes, Duties, Levies , Charges etc.*** ***3. The bidders will have to submit bids quoting a fixed levelised tariff for entire project duration of 25 years.***

Name of the Bidder/ Bidding Firm / Company :	

S.No.	**Description (1)**	**Indicative Tariff (Rs./kWh)**	**Indicative Tariff (in Words)**
1	Quoted Tariff (Against Total Quoted Capacity)		**Rupees Only**

Format 6.12

(Format of Integrity Pact)

(To be executed on plain paper at the time of submission of bid/ and on Non-judicial stamp paper of appropriate value by successful Bidder (Contractor) prior to signing of Contract Agreement)

(Format of Integrity Pact)

PRE CONTRACT INTEGRITY PACT

Between

NHPC Limited, a company incorporated under the Companies Act 1956 and having its registered office at NHPC Office Complex, Sector-33, Faridabad-121003 (Haryana), hereinafter referred to as "The NHPC" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the **First Part.**

And

M/s _____ , a company/ firm/ individual (status of the company) and having its registered office at ..... represented by Shri _, hereinafter referred to as "The Bidder/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the **Second Part**.

WHEREAS the NHPC proposes to procure under laid down organizational procedures, contract/s for----------
--- -(Name of the work/ goods/ services) and the Bidder/Contractor is willing to offer against NIT No.....

WHEREAS the Bidder/Contractor is a private company / public company/Government undertaking/partnership/consortium/joint venture constituted in accordance with the relevant law in the matter and the NHPC is a Public Sector Enterprise.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the NHPC to obtain the desired said (work/ goods/ services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling the Bidder(s)/Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the NHPC will commit to prevent corruption, in any form, by its officials by following transparent procedures.

1.0 Commitments of the NHPC

1.1 The NHPC undertakes that no official of the NHPC, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder/Contractor, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contact.

1.2. The NHPC will, during the pre-contract stage, treat all the Bidders/Contractors alike, and will provide to all the Bidders/Contractors the same information and will not provide any such information to any particular Bidder/Contractor which could afford an advantage to that particular Bidder/Contractor in comparison to other Bidders/Contractors.

1.3. All the officials of the NHPC will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2.0 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the NHPC with full and verifiable facts and the same is prima facie found to be correct by the NHPC, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the NHPC or Independent External Monitor and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the NHPC the proceedings under the contract would not be stalled.

3.0 Commitments of the Bidder(s)/Contractor(s)

The Bidder(s)/Contractor(s) commits themselves to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit themselves to observe the following principles during participation in the tender process and during contract execution: -

3.1 The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the NHPC, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the NHPC or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with NHPC for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with NHPC.

3.3 The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.

3.4 The Bidder(s)/Contractor(s) shall, when presenting their bid, disclose any /all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with this bid/award of the contract

3.5 Deleted.

3.6 The Bidder, either while presenting their bid or during pre-contract negotiations or before signing the contract, shall disclose any payments made, is committed to or intends to make to officials of the NHPC or their family members, agents, brokers or any other

intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The Bidder/Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the NHPC as part of the business relationship, regarding plans, technical proposals and business details, including information contained in electronic data carrier. The Bidder/Contractor also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the NHPC, or alternatively, if any relative of an officer of the NHPC has financial interest/stake in the Bidder(s)/Contractor(s) firm(excluding Public Ltd. Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.

3.13 The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the NHPC.

3.14 The representative of the Bidders/Contractors signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait their decision in the matter.

3.15 In case of Sub-Contracting, the bidder shall take the responsibility of the adoption of Integrity Pact by the Sub-Contractor.

4.0 Previous Transgression

4.1 The Bidder(s)/Contractor(s) declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect on any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India.

5.0 Earnest Money (Security Deposit)

The provision regarding Earnest Money/Security Deposit as detailed in the Notice Inviting Tender (NIT) and Instruction to Bidders (ITB) section of the Bid Document is to be referred.

6.0 Sanctions for Violations

6.1 Any breach of the aforesaid provisions, before award or during execution by the Bidder/Contractor or any one employed by it or acting on its behalf such as to put their reliability or credibility in question shall entitle the NHPC to take action as per the

procedure mentioned in the "**Guidelines on Banning of Business Dealings**" attached as **Annexure-6.12A** and initiate all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder/Contractor. However, the proceedings with the other Bidder(s)/Contractor(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the NHPC and the NHPC shall not be required to assign any reason thereof.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay compensation for any loss or damage to the NHPC resulting from such cancellation/rescission and the NHPC shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Contractor.

(iv) Deleted.

(v) To encash the Bank guarantee, in order to recover the dues if any by the NHPC, along with interest as per the provision of contract.

(vi) Deleted .

(vii) To debar the Bidder/Contractor from participating in future bidding processes of NHPC Ltd., as per provisions of "Guidelines on Banning of Business Dealings" of NHPC Ltd. (**Annexure-6.12A**), which may be further extended at the discretion of the NHPC.

(viii) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the NHPC with the Bidder/ Contractor, the same shall not be opened/operated.

(x) Forfeiture of Performance Security in case of a decision by the NHPC to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The NHPC will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the Bidder/Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Contractor), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the NHPC to the effect that a breach of the provisions of this Pact has been committed by the Bidder/Contractor shall be final and conclusive on the Bidder/Contractor. However, the Bidder/Contractor can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

7.0 Independent External Monitor(s)

7.1 The NHPC has appointed Independent External Monitors (hereinafter referred to as monitors) for this Pact after approval by the Central Vigilance Commission.

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. The Monitors report to CMD, NHPC.

7.4 Both the parties accept that the Monitors have the right to access all the Contract documents relating to the project/procurement, including minutes of meetings, whenever required. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender /contract.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he / she will so inform CMD, NHPC and request NHPC Ltd. to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

7.6 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the NHPC including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor(s) with confidentiality. The Monitor has also signed declaration on 'Non-Disclosure Agreement' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CMD, NHPC and recuse himself / herself from that case.

7.7 The NHPC will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings as and when required.

7.8 The Monitor will submit a written report to the CMD, NHPC Ltd., within 8 to 10 weeks from the date of reference or intimation to him by the NHPC/Bidder and should the occasion arise, submit proposals for correcting problematic situations.

7.9 The word 'Monitor' would include both singular and plural.

8.0 Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the NHPC or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder/Contractor and the Bidder/Contractor shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9.0 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the NHPC, i.e. Faridabad (Haryana). The arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

10.0 Other Legal Actions

10.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10.2 Changes and supplements as well as termination notice need to be made in writing.

10.3 If the Contractor is a partnership or a consortium or a joint venture, this pact must be signed by all partners of the consortium/joint venture.

11.0 Validity

11.1 The validity of this Integrity Pact shall be from date of its signing and expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from business dealings.

11.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

11.3 Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

11.4 In the event of any contradiction between Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

For & On behalf of the NHPC	For & On behalf of the Bidder / Contractor
(Office Seal)	(Office Seal)
Place----------	Place----------
Date----------	Date----------
Witness1.	Witness1.
(Name and address)	(Name and address)
2.	2.
(Name and address)	(Name and address)

Annexure – 6.12A

Guidelines on Banning Business Dealings

1. Introduction

NHPC Limited (NHPC) deals with Agencies viz. parties/ contractors/ suppliers/ bidders, who are expected to adopt ethics of highest standards and a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of NHPC to deal with Agencies who commit deception, fraud or other misconduct in the tendering process and/or during execution of work undertaken. NHPC is committed for timely completion of the Projects within the awarded value without compromising on quality.

1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2.0 Scope

2.1 NHPC reserves its rights to remove from list of approved suppliers / contractors (if such list exists) or to Suspend/Ban Business Dealings if any Agency has been found to be non / poor performing or have committed misconduct or fraud or anything unethical or any of its action(s) which falls into any such grounds as laid down in this policy.

2.2 The procedure of (i) Removal of Agency from the List of approved suppliers / contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

2.3 These guidelines shall apply to all the units of NHPC.

2.4 These guidelines shall not be applicable in Joint Venture, Subsidiary Companies of NHPC unless they are assignees, successors or executor.

2.5 The suspension/banning except suspension/banning under Integrity Pact shall be with prospective effect, i.e. future Business Dealing.

3.0 Definitions

In these Guidelines, unless the context otherwise requires:

i) "Agency /Party / Contractor / Supplier / Bidders/Vendors" *shall mean and include a public limited company or a private limited company, a joint Venture, Consortium, HUF, a firm whether registered or not, an individual, cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. "Party / Contractor/ Supplier / Bidder/Vendor" in the context of these guidelines is indicated as 'Agency'.*

ii) "Unit" *shall mean the Corporate Office, Project/ Power Station/ Regional Office/ Liaison Office or any other office of NHPC.*

iii) *"**Competent Authority"** and '**Appellate Authority'** shall mean the following:*

a) For works awarded/under Tendering from corporate office (falling in the competency of CMD /Board of Directors)

> Competent Authority: CMD

> Appellate Authority : Board of Directors

b) For works awarded/under Tendering from Corporate Office/Projects/ Power Stations/ Regional Offices/Liaison Offices (falling in the competency of Director /Executive Director)

> Competent Authority: Concerned Director/Executive Director as the case may be

> Appellate Authority: CMD /Concerned Director as the case may be

c) For works awarded/under tendering from Corporate Office / Regional Offices / Projects/ Power Stations/ Liaison Offices (falling in the competency of CGM and below)

> Competent Authority in case of works awarded/under tendering from Corporate Office/Regional office shall be CGM or GM of the concerned division as the case may be.

> Competent Authority: Head of the Unit not below the rank of General Manager

> Appellate Authority: Next higher authority

iv) **"Investigating Committee"** shall mean a Committee appointed by Competent Authority to conduct investigation.

4.0 Initiation of Suspension /Banning

Action for Suspension / Banning Business Dealings with any Agency shall be initiated by the department responsible for invitation of Bids/Engineer-in-charge after noticing the irregularities or misconduct on the part of Agency concerned. Besides the concerned department, Vigilance Department of each Unit/ Corporate Vigilance may also be competent to initiate such action.

5.0 Suspension of Business Dealings.

5.1 If the conduct of any Agency dealing with NHPC is under investigation, the Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Committee. The Investigating Committee may ensure that their investigation is completed and whole process of final order is over within such period. However if the investigations are not completed within six months ,the investigation committee shall put up the proposal to the competent authority for approval of extension of time maximum up to further three months with in which the committee shall conclude the proceedings .

5.2 The order of suspension shall be effective throughout NHPC in case of work falling in the Competency of CMD/ Board of Directors/Directors, in case of work falling in the competency of Executive Director suspension shall be effective throughout Region /Corporate office (in case the works

awarded/under Tendering from Corporate office).In case of work falling in the competency of HOP or below suspension shall be effective throughout the Project/Power Station and attached liaison offices/units and in case of work falling under the competency of CGM and below at Corporate office suspension shall be effective at Corporate office. During the period of suspension, no business dealing shall be held with the Agency.

5.3 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.4 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension.

5.5 The format for intimation of suspension of business dealing is placed at **Annexure-6.12B.**

6.0 Ground on which Banning of Business Dealings can be initiated

6.1 If the security consideration, including questions of loyalty of the Agency to NHPC so warrants;

6.2 If the director /owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last five years;

6.3 If the Agency has resorted to Corrupt, Fraudulent, Collusive, Coercive practices including misrepresentation of facts and violation of the any provisions of the Integrity Pact provided in the Contract.

6.4 If the Agency uses intimidation / threatening or brings undue outside pressure on NHPC or its official for acceptance / performances of the job under the contract;

6.5 If the Agency misuses the premises or facilities of NHPC, forcefully occupies or damages the NHPC's properties including land, water resources, forests / trees or tampers with documents/records etc.

6.6 If the Agency does not fulfill the obligations as required under the Contract and Violates terms & conditions of the contract which has serious affect for continuation of the Contract.

6.7 If the work awarded to the agency has been terminated by NHPC due to poor performance of the contract in the preceding 5 years.

6.8 If the Central Vigilance Commission, Central Bureau of Investigation or any other Central Government investigation Agency recommends such a course in respect of a case under investigation or improper conduct on agency's part in matters relating to the Company (NHPC) or even otherwise;

6.9 On any other ground upon which business dealings with the Agency is not in the public interest.

6.10 If business dealings with the Agency have been banned by the Ministry of Power, Government of India OR any PSU/ any other authority under the MOP if intimated to NHPC or available on MOP Website, the business dealing with such

agencies shall be banned with immediate effect for future business dealing except banning under Integrity Pact without any further investigation.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7.0 Procedure for Banning of Business Dealings

7. 1 An Investigating Committee shall be constituted by the authority competent to Ban the dealing comprising members from Engineering/Indenting department (convener), Finance, Law and Contract. The level of the committee members shall be CGM and above for works falling in the competency of CMD/Board of Directors, General Manager and above for the works falling in the competency of Director/ Executive Director and DGM/SM with at least one member of the level of General Manager for works falling in the competency of CGM and below.

7.2 The order of Banning of Business Dealings shall be effective throughout the NHPC. During the period of Banning of Business Dealings, no Business Dealing shall be held with the Agency.

7.3 The functions of Investigating Committee in each Unit to be appointed by the competent authority in line with para 3 (iii) shall, inter-alia include:

a) To study the report of the department responsible for invitation of bids and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.

b) To recommend for issue of show-cause notice (after vetting by legal deptt.) to the Agency by the concerned department as per clause 7.4 “Show Cause Notice”.

c) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.

d) To submit final recommendations to the Competent Authority for banning or otherwise including the period for which the ban would be operative considering the implications for NHPC on account of the act/omission on the part of the agency, intention of the agency as established from the circumstances of the case etc.

7.4 SHOW CAUSE NOTICE

Once the proposal for issuance of Show Cause Notice is approved by the Competent Authority, a ‘Show Cause Notice’ (as per format at **Annexure -6.12C** of these guidelines) shall be issued to the delinquent Agency by the Competent Authority or by a person authorized by the Competent Authority for the said purpose. The Agency shall be asked to submit the reply to the Show Cause Notice within 15 days of its issuance. Further, the Agency shall be given an opportunity for Oral hearing to present its case in person, if it so desires, and the date for Oral Hearing shall necessarily be indicated in the Show Cause Notice.

The purpose of issuing the Show Cause Notice is only that the Agency concerned shall be given an opportunity to explain their stand before any action is taken. The grounds on which action is proposed to be taken shall be disclosed to the Agency inviting representation and after considering that representation, orders may be passed. Such orders require only the satisfaction of the authority that passed the final orders.

If the Agency requests for inspection of any relevant document in possession of NHPC, necessary facility for inspection of documents may be provided.

During the conductance of oral hearing, only the regular duly authorized employees of Agency will be permitted to represent the Agency and no outsider shall be allowed to represent the Agency on its behalf.

Reply to the Show Cause Notice given by the Agency and their submissions in oral hearing, if any, will be processed by the Committee for obtaining final decision of the Competent Authority in the matter.

7.5 In case, no reply to Show Cause Notice is received from the Agency within stipulated time, further reminder shall be given with further period of 10 days thereafter if no reply is received action for processing ex-parte against the concerned Agency shall be initiated.

Speaking Order

The speaking order (reasoned order) for banning the business dealing with the Agency shall be issued by the Competent Authority or by a person authorized for the said purpose.

The decision regarding banning of business dealings taken after the issue of a Show Cause Notice and consideration of representation, if any, in reply thereto, shall be communicated to the Agency concerned along with a reasoned order. The fact that the representation has been considered shall invariably be mentioned in the communication. Also the fact that if no reply was received to the Show Cause Notice shall invariably be indicated in the final communication to the Agency. The format for intimation of banning of business dealing is placed at **Annexure-6.12D.**

7.6 Period of banning

In case banning is processed for violation of provisions of Integrity pact or due to corrupt or fraudulent practices, the Competent Authority shall decide on the period of banning on case to case basis depending on the gravity of the case and considering the implications for NHPC on account of the act/omission on the part of the Agency, intention of the Agency as established from the circumstances of the case etc. The period of banning shall not be less than 6 months and shall not exceed 2 years and in case termination of contract due to

poor performance the period of banning shall be for 5 years. For contracts awarded to JV/Consortium, a constituent of the JV shall be permitted to participate in the bidding process if it has not been banned on grounds of its role and responsibility in the tendering process for which the Joint Venture has been banned in Past. In case if the Joint Venture which has been banned does not indicate the roles and responsibility of individual

Partner(s) then, the partner of the banned Joint Venture shall only be allowed to participate in the bidding process if its participation share is less than 35%.

In case the information/documents submitted by Agency in competing for the tender found to be false/forged then NHPC, without prejudice to any other rights or remedies it may possess, shall recover from Agency the cost incurred in carrying out physical assessment for establishing veracity of such information/documents. In case Agency refuses to reimburse such cost to NHPC then banning period of Agency shall be extended by another one year.

7.7 Effect of Banning

As far as possible, the existing ongoing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise, keeping in view contractual and legal issues which may arise thereof. In case the existing Contracts are allowed to continue, the suspension/Banning of Business Dealing along with default of the Contractor shall be recorded in the experience certificate issued for the work.

The Agency, (after issue of the order of banning of business dealings) would not be allowed to participate in any future tender enquiry and if the Agency has already participated in tender process as stand-alone OR constituent of joint venture and the price bids are not opened, his techno-commercial bid will be rejected and price bid will be returned unopened. However, where the price bids of Agency have been opened prior to order of banning, bids of Agency shall not be rejected and tendering process shall be continued unless Competent Authority having regard to the circumstances of the case decides otherwise keeping in view the Contractual, Legal issues which may arise thereafter. However, in case the suspension /Banning is due to default of an Agency for the provisions under Integrity Pact and the Agency happens to be Lowest Bidder (L1), the tendering process shall be annulled and fresh tenders shall be invited.

During the Suspension/ Banning period, if it is found at any stage that Agency has participated in tender enquiry under a different name then such Agency would immediately be debarred from the tender/contract and its Bid Security/Performance Security would be forfeited. Payment, if any, made shall also be recovered.

After Suspension/ Banning order, the Suspended/ Banned Agency shall not be allowed to participate as Sub-Vendor/Sub-Contractor in the tenders.

Further, if the Suspended/ Banned agency is an approved Sub-Vendor under any Contract for such equipment/component/service, the Main Contractor shall not be permitted to place work order/Purchase order/Contract on the Suspended/ Banned agency as a Sub-Vendor /Sub-Contractor after the date of Suspension/ Banning even though the name of the party has been approved as a Sub-Vendor /Sub-Contractor earlier.

There would be no bar on procuring the spares and awarding Contracts towards Annual Maintenance (AMC)/ O&M/ Repair works on Agencies pertaining to the packages for which they have been banned provided the Equipment has been supplied by such Agency.

Banning of business dealing shall not be applicable to the Subsidiary Company of the Banned agency provided subsidiary company has not participated on the strength of the Banned agency. However, in case of a default by a Sub-Contractor, the banning shall be applicable to the Sub-Contractor as well as the Lead Partner of the concerned JV or the Sole bidder as the case may be.

7.8 Hosting at NHPC website

The concerned unit shall forward the name and details of the Agency (ies) banned along with period and reasons of banning to IT&C Division of Corporate Office for displaying the same on the NHPC website.

8.0 Appeal against the Decision of the Competent Authority.

The Agency may file an appeal against the order of the Competent Authority banning of business dealing before Appellate Authority. Such an appeal shall be preferred within 30 (Thirty) Days from the date of receipt of the order of banning of business dealing. Appellate Authority would consider the appeal if convinced may constitute another committee for further investigation. The investigation Committee constituted by the Appellate Authority shall study the report of the previous investigating committee and reply submitted by the Agency while filing its case for appeal and call the Agency for personal hearing, if requested by the Agency. Based on the recommendation of the committee Appellate Authority shall pass appropriate Speaking (Reasoned) order in line with Sub-Para 7.5 above which shall be communicated to the Agency as well as the Competent Authority (as per format enclosed as **Annexure-6.12E** with these guidelines).

9.0 Circulation of the names of Agencies with whom Business Dealings have been banned

The name of the concerned banned agency shall also be shared with MOP and other PSU in the sector and all the units of NHPC.

The provisions of this policy supersede and will have overriding effect on all earlier guidelines, procedures & system issued for the similar purpose.

Annexure – 6.12B

(Format for Intimation of Suspension of business dealing) BY

REGD. POST/SPEED POST/COURIER

No... .....

Date.....

To

M/s .....

Attn.: Shri .....

Sub: Intimation of Suspension of Business Dealings

Dear Sir,

Whereas The work of ..... was awarded to your firm vide letter of award no ...dt..... amounting to Rs. ..... OR In response to NHPC NIT (e-tender / physical tender) No ..... dt. you have submitted your bid . (strike out whichever is not applicable)

Whereas the conduct of your firm in respect of the following is under investigation:

Brief of the default

"Whereas the Competent Authority prima facie considered the allegations (under investigation) are of a serious nature and decided pending investigation, it is not in the interest of the corporation to continue business dealing with your firm

This order shall have the following effects:

(i) Further business dealings with your firm is Suspended within Region/Project/Unit/wide NHPC. The order of Suspension is effective with immediate effect and would operate for a period of six months or till the investigation is completed and whole process of final order is over within such period. However, if investigations are not completed in six months' time, the Competent Authority may extend the period of Suspension

(ii) During the period of Suspension, no business dealing shall be held with your firm. No enquiry / bid / tender shall be issued to your firm nor will the bids submitted by your firm be entertained.

(iii) In cases where tenders have already been issued to you and price bids are yet to be opened, the Price Bid submitted by you shall not be opened and BG/EMD, if any, submitted by you shall be returned.

(iv) In cases where tenders have already been issued to you and Price Bids have already been opened, the tendering process will be continued

(v) In case of ongoing contracts between you & NHPC, (including cases were contract has already been awarded before the issue of Suspension order) you will be required to continue with the execution and perform as per terms of the contract.

(vi) (a) In case the Firm is in Joint Venture the following would also be applicable: i)

i) **Participation of Agency in Joint Venture**

Tenders in which your firm has been proposed as Joint Venture Partner by any of the bidders and price bids have been opened prior to Suspension of your firm in such cases the tendering process shall not be annulled on this ground and the Agency shall be permitted to continue as Partner in the Joint Venture

for such bidding. However where event of Price Bid opening has not taken place prior to Suspension/Banning of Agency then in such case Agency shall not be permitted to participate as Partner in the Joint Venture.

ii) **Banning of joint Venture:**

If the Joint Venture is Banned, your firm intends to bid as Partner(s) of Joint Venture in bidding process then it shall be permitted to participate in the bidding process if it has not been Banned on grounds of its role and responsibility in the tendering process for which the Joint Venture has been Banned in Past. In case if the Joint Venture which has been Banned does not indicate the roles and responsibility of individual Partner(s) then, the partner of the Banned Joint Venture shall only be allowed to participate in the bidding process if its participation share is less than 35%.

(b) Your firm shall not be allowed to participate as Sub-Vendor/Sub-Contractor in the tenders.

Further if your firm is an approved Sub-vendor under any Contract for such equipment/component/service, the Main Contractor shall not be permitted to place work order/Purchase order/Contract on your agency as a Sub-Vendor/Sub-Contractor after the date of Suspension/ Banning even though the name of the party has been approved as a Sub-Vendor/Sub-Contractor earlier.

(c) There would be no bar on procuring the spares and awarding Contracts towards Annual Maintenance (AMC)/ O&M/ Repair works on Agencies pertaining to the packages for which they have been Banned provided the Equipment has been supplied by such Agency.

(d) Banning of business dealing shall not be applicable to the Subsidiary company of the Banned agency provided subsidiary company has not participated on the strength of the Banned agency.

On expiry of the above period of Suspension/Banning, you may approach... (Indicate the concerned procurement department), with request for revocation of the order mentioning inter-alia the steps taken by you to avoid recurrence of misconduct which has led to Suspension.

Yours faithfully,
For & On behalf of NHPC.

Note: Strike out whichever is not applicable

Annexure – 6.12C

(Format of Show Cause Notice)

BY REGD. POST/SPEED POST/COURIER

No .....

Date.....

To

M/s .....

Attn.: Shri .....

Sub: Show Cause Notice

Ref :

Dear Sir,

You are hereby required to Show Cause in writing within 15 days from the date hereof why Business Dealing with your firm should not be banned / your firm is placed in the Banning List (as the case may be) and be debarred from entering into any contracts with NHPC for the following reasons:

(Give Reasons)

Your reply (if any) should be supported by documents and documentary evidence which you wish to rely in support of your reply. In case, you desire to present your case in person to NHPC, a personal hearing shall be conducted on at hours for which prior intimation be furnished to this office. Should you fail to reply to this Show Cause Notice within the time and manner aforesaid, it will be presumed that you have nothing to say and we shall proceed accordingly.

Your reply, if any, and the documents / documentary evidence given in support shall be taken into consideration prior to arriving at a decision.

Yours faithfully,

For & On behalf of NHPC.

Annexure – 6.12D

(Format for Intimation of Banning of Business Dealing)

BY REGD. POST/SPEED POST/COURIER

No...

Date

To

M/s .....

Attn.: Shri .....

Sub: Intimation of Suspension of Business Dealings

Dear Sir,

Whereas the work of.....was awarded to your firm vide letter of award no ...dtd...amounting to Rs. ..... OR In response to NHPC NIT (e-tender / physical tender) no .....dt. you have submitted your bid .(strike whichever is not applicable)

Whereas the Competent Authority had prima facie considered the allegations as detailed below are of a serious nature and decided to conduct investigation. " Brief of the Default may be mentioned"

Whereas show cause notice vide no ... dtd...was served upon you. (whereas in spite of the opportunity given to you, you failed to submit the reply to the show cause notice within the time period mentioned there upon or further extended period, if any).

Whereas you submitted the reply along with documents vide your letter no. _____dt. _____ and presented your case in the personal hearing dated ..... (if any) . After considering the allegations made in the show cause notice, your reply to the show cause notice documents/documentary evidence in support thereof and personal hearing dated .....(if any), it has been decided to Ban the Business Dealing with you and you are hereby debarred from entering into contracts with NHPC.

(In order to make the Intimation of Banning of Business Dealing Speaking Order (reasoned order), the issue of a Show Cause Notice and consideration of representation in reply to show cause notice , opportunity of personal hearing, if any, shall be communicated to the Agency concerned along with a reasoned order. The order for Banning should also contain the reasons with detailed justification for conclusion of decision to Ban the Agency. Also the fact that if no reply to the Show Cause Notice was received or request for personal hearing was not made shall invariably be indicated in the communication to the Agency. The above order shall mention the grounds considering violation of any provision of Integrity Pact, any ground mentioned in Guidelines of Banning of Business Dealings, default by the agency under fraudulent practice / or any unethical practice and/or violation of any provision of Tender/Contract Condition having serious implications.)

This order shall have the following effects:

i) Further business dealings with your firm is banned with immediate effect .

The order of Banning would operate for a period of ..... years/month Competent Authority may extend the period of Banning.

ii) During the period of Banning, no Business Dealing shall be held with your firm. No Enquiry / Bid / Tender shall be issued to your firm nor will the bids submitted by your firm be entertained.

iii) In cases where tenders have already been issued to you and Price Bids are yet to be opened, the Price Bid submitted by you shall not be opened and BG/EMD, if any, submitted by you shall be returned.

iv) In cases where tenders have already been issued to you and price bids have already been opened, the Tendering Process shall be continued.

v) In case of ongoing contracts between you & NHPC, (including cases where contract has already been awarded before the issue of Banning order) you will be required to continue with the execution and perform as per terms of the contract.

(vi) (a) In case the Firm is in Joint Venture the following would also be applicable:

i) **Participation of Agency in Joint Venture**

Tenders in which your firm has been proposed as Joint Venture Partner by any of the bidders and price bids have been opened prior to Banning of your firm in such cases the tendering process shall not be annulled on this ground and the Agency shall be permitted to continue as Partner in the Joint Venture for such bidding. However where event of price bid opening has not taken place prior to Banning of Agency then in such case Agency shall not be permitted to participate as Partner in Joint Venture.

ii) **Banning of joint Venture:**

As the Joint Venture is banned, your firm intends to bid as Partner(s) of Joint Venture in bidding process then it shall be permitted to participate in the bidding process if it has not been banned on grounds of its role and responsibility in the tendering process for which the Joint Venture has been banned in Past. In case if the Joint Venture which has been banned does not indicate the roles and responsibility of individual Partner(s) then, the partner of the banned Joint Venture shall only be allowed to participate in the bidding process if its participation share is less than 35%.

(b) Your firm shall not be allowed to participate as Sub-Vendor/Sub-Contractor in the tenders.

Further if your firm is an approved Sub-vendor under any Contract for such equipment/component/service, the Main Contractor shall not be permitted to place work Order/Purchase Order/Contract on your agency as a Sub-Vendor/Sub-Contractor after the date of Banning even though the name of the party has been approved as a Sub-Vendor/Sub-Contractor earlier.

(c) There would be no bar on procuring the spares and awarding Contracts towards Annual Maintenance (AMC)/ O&M/ Repair works on Agencies pertaining to the packages for which they have been banned provided the Equipment has been supplied by such Agency.

(d) Banning of Business Dealing shall not be applicable to the Subsidiary company of the Banned Agency provided subsidiary company has not participated on the strength of the Banned Agency. However, in case of a default by a Sub-Contractor, the banning shall be applicable to the Sub-Contractor as well as the Lead Partner of the concerned JV or the Sole bidder as the case may be.

On expiry of the above period of Banning, you may approach ..... (Indicate the concerned procurement department), with request for revocation of the order mentioning inter-alia the steps taken by you to avoid recurrence of misconduct which has led to Banning.

Further if you desire to appeal against this order you may do so within 30 days from the date of issue of this order to the appellate authority as here under:

Appellate Authority: ..... Designation:
Address:
Ph . no.
e-mail :

Yours faithfully,
For & On behalf of NHPC.

Note: Strikeout whichever is not applicable

Annexure – 6.12E

(Format for communication of Appellate Decision on Suspension/Banning Order)

BY REGD. POST/SPEED POST/COURIER

No... .....

Date..…....

To, M/s .....

Attn.: Shri .....

Sub: Suspension Banning of Business Dealings - Intimation of decision of Appellate Authority

Ref: 1. Order dated ..... Placing M/s..... on Suspension/B by NHPC

2. Your Appeal reference ..... Dt.....

Dear Sir,

This has reference to the order dt...placing you on Suspension/Banning List and your appeal petition reference..... dt.... on the same.

After considering the findings of the Original Authority in order and submissions made by you in your appeal , and the documents/documentary evidences available on record, it has been decided finally that :

* There is no infirmity in the order of the Original Authority, and the allegations stand substantiated and the Suspension/Banning for the period of..... years/month from the date of order, as ordered by the original Authority is upheld,
* Considering your submissions, the order of Suspension/Banning passed by the original authority is upheld , but with a reduction in period of Suspension/Banning for ..... years/months from the date of order of original authority;
* Considering your submissions and the evidence available on record, there is enough justification to annul the order of the original authority.

(*** Incorporate any one of the above as applicable

##In order to make the Communication of Appellate Authority on Banning of Business Dealing Speaking Order (reasoned order), the fact that the representation of the agency has been considered and reference of grounds brought forward by the Agency in his defense and if any opportunity of personal hearing has been given to the Agency as a part of principle of natural justice shall invariably be mentioned in the communication, The order for Banning should also contain the reasons with detailed justification for conclusion of decision to Ban the Agency. Also the fact that if no sufficient ground has been furnished shall invariably be indicated in the final communication to the Agency. In case the option for Banning of Agency or reduction of Time Period for Banning of Agency is exercised then the above order shall mention the grounds considering violation of any provision of Integrity Pact, any ground mentioned in Guidelines of Banning of Business Dealings, default by the agency under fraudulent or any unethical practices and/or violation of any provision of Tender/Contract Condition having serious implications.)

Yours faithfully,

For & On behalf of NHPC

Format 6.13 a – CERTIFICATE FOR COMPLIANCE TO ALL PROVISIONS OF RfS DOCUMENT

(Certificate of Compliance to All Provisions of RfS Document / "NIL" Deviation Certificate)

[To be submitted offline in a separate sealed envelope along with EMD and others]

Bidder's Name and Address :

To,
General Manager (Civil Contracts-I)
NHPC Ltd., Room No.218,
2nd Floor, Jyoti Sadan
NHPC OFFICE COMPLEX,
Sector-33, Faridabad-121003,
Haryana, India

Dear Sir,

1. With reference to our Bid dated for "**Selection of Developer for Setting up Battery Energy Storage Systems (BESS) and Supply of Solar-plus-BESS Power utilizing the 1200 MW Solar Project at Jalaun Solar Park of BSUL.**, we hereby confirm that we have read the provisions of RfS document along with its subsequent Amendment(s) / Clarification(s) / Addenda/Errata and further confirm that our Bids (i.e. both Technical Bid and Financial Bid) are strictly in conformity with the provisions of the RfS Document including its Amendments / Clarifications / Errata / Revisions thereof and we have **not taken any deviation** to any of the provisions of the aforesaid RfS document.
2. Further, we agree that the entire work for development of Battery Energy Storage System Project(s) shall be performed as per the provisions of RfS document including Technical Requirements as per Annexure-1.
3. We confirm that any deviation/ variation / additional conditions to the provisions of RfS Document read in conjunction with its Amendment(s)/Clarification(s)/ Addenda / Errata found anywhere in our Technical Bid and Financial Bid, implicit or explicit, save those pertaining to rebates offered, stands unconditionally withdrawn, without any cost implication whatsoever to the NHPC, failing which the EMD be forfeited.
4. We hereby confirm that our Technical Bid does not contain any Financial/Price content entry. However if anything is contained, we shall be solely responsible for any implication.
5. Further, we confirm that our Financial Bid does not contain any matter in respect of Technical and / or Commercial aspects other than the details specifically sought in the Financial Bid.

Date :

Signature of Authorized signatory .....
(Name of Authorized Signatory) .....
Place (Designation) .....
(Company Seal) .....

Format 6.13 b– CERTIFICATE FOR COMPLIANCE TO ALL PROVISIONS OF RfS DOCUMENT

(Certificate of Compliance to All Provisions of RfS Document)

(to be submitted by Project Company formed by Bidding Company/Bidding Consortium)

Project Company's Name and Address :

To,
General Manager (Civil Contracts-I)
NHPC Ltd.
Room No.218, 2nd Floor, Jyoti Sadan
NHPC OFFICE COMPLEX, Sector-33,
Faridabad-121003, Haryana, India

1. NHPC invited the bids from all the eligible bidders against tender "Selection of Developer for Setting up Battery Energy Storage Systems (BESS) and Supply of Solar-plus-BESS Power utilizing the 1200 MW Solar Project at Jalaun Solar Park of BSUL to be setup in---------- in the state of ----------(RfS document No. ----------dated ----------). In this bidding process M/s ----------has been selected as the successful bidder vide LOA No._____ dated _____ for setting up ----------MW……MW/……..MWh of Solar+BESS Project under ---------- category in ----------in the state of ----------. As per the provisions of RfS documents, M/s ----------has formed a Project Company/Special Purpose Vehicle (SPV) namely M/s---------- for development of ___ MW/…….MW/…….MWh BESS Project (hereinafter called as "Project"), generation and sale of power from this Project and has accordingly entered into a Battery Energy Storage System Purchase Agreement bearing ref. no…….. (hereinafter referred to as "PPA") dated _____ with NHPC. We hereby confirm that we have read the provisions of RfS document along with its subsequent Amendment(s) / Clarification(s) / Addenda/Errata.
2. Further, we agree that the entire work for development of Project, generation and sale of power from this Project shall be performed as per the provisions of RfS document including Technical Requirements as per Annexure-1 of RfS document.

Signature of Authorized signatory.....

Date : (Name of Authorized Signatory).....

Place : (Designation).....

(Company Seal) .....

Format 6.14

Deleted

Appendix – A

CHECK LIST FOR BANK GUARANTEES

S. No.	Details of checks	YES/NO.
a	Is the BG on non-judicial Stamp paper / e-stamp paper of appropriate value, as per Stamp Act?	
b	Whether date, purpose of purchase and name of the purchaser are indicated on the Stamp paper? (The date of purchase of stamp paper should be of any date on or before the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. The stamp papers (other than e-stamp paper should be duly signed by the stamp vendor.)	
c	In case of BGs from Banks abroad, has the BG been executed on Letter Head of the Bank endorsed by SBI, India	
d	Has the executing Officer of BG indicated his name, designation and Power of Attorney No./Signing Power no. on the BG?	
e	Is each page of BG duly signed / initialed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed Proforma?	
f	Does the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?	
g	Are the factual details such as Bid Document No. / Specification No., / LOI No. (if applicable) / Amount of BG and Validity of BG correctly mentioned in the BG	
h	Whether overwriting/cutting if any on the BG have been properly authenticated under signature & seal of executant?	
i	Whether the BG has been issued by a Bank in line with the provisions of Bidding documents?	
j	Is the BG confirmed by a Bank in India acceptable as per Bidding documents?	

Annexure 1

1. TECHNICAL AND REGULATORY REQUIREMENTS TO BE FOLLOWED FOR BATTERY ENERGY STORAGE SYSTEMS PROJECTS Codes and Standards

The BESS shall comply with the following Codes and Standards or equivalent Indian Standards, as applicable.

Standard/Code)or equivalent Indian Standards	Description	Certification Requirements
IEC 62485-2	Safety requirements for secondary batteries and battery installations - to meet requirements on safety aspects associated with the erection, use, inspection, maintenance and disposal: Applicable for Lead Acid and NiCd / NiMH batteries	Applicable only for Lead Acid and NiCd/NiMH batteries
UL 1642 or UL 1973, Appendix E (cell) or IEC 62619 (cell) + IEC 63056 (cell)	Secondary cells and batteries containing alkaline or other non-acid electrolytes - Safety requirements for secondary lithium cells and batteries, for use in industrial applications	Required for Cell
UL 1973 (battery) or (IEC 62619 (battery) + IEC 63056 (battery))	Batteries for Use in Stationary, Vehicle Auxiliary Power and Light Electric Rail (LER) Applications / Secondary cells and batteries containing alkaline or other non-acid electrolytes – Safety requirements for secondary lithium cells and batteries, for use in industrial applications	Either UL 1642 or UL1973 or (IEC 62619 + IEC 63056) for the Battery level
IEC 62281 / UN 38.3	Safety of primary and secondary lithium cells and batteries during transport: Applicable for storage systems using Lithium Ion chemistries	Required for both Battery and Cell.
IEC 61850/ DNP3	Communications networks and management Systems. (BESS control system communication)	
UL 9540 or (IEC TS 62933-5-1 + IEC 62933-5-2)	Electrical energy storage (EES) systems - Part 5-1: Safety considerations for grid-integrated EES systems – General specification / Standard for Energy Storage Systems and Equipment	Either UL9540 or (IEC 62933-5-1+IEC 62933-5-2) is required for BESS system level
IEC 62933-2-1	Electrical energy storage (EES) systems - Part 2-1: Unit Parameters and testing methods - General Specification	Tests for Class B applications: 1. duty Cycle Round Trip Efficiency Test

		2. Equipment and Basic Function Test 3. Available energy Test 4. Insulation test

Power Conditioning Unit Standards for BESS

IEC 62477-1	Safety requirements for power electronic converter system and equipment-Part-1: General
IEC 62477-2	Safety requirements for power electronic converter systems and equipment - Part 2: Power electronic converters from 1000 V AC or 1500 V DC up to 36 kV AC or 54 kV DC
IEC 61000-6-2 Ed. 2	Electromagnetic compatibility (EMC) - Part 6-2: Generic standards -Immunity standard for industrial environments
IEC 61000-6-4 Ed. 2.1	Electromagnetic compatibility (EMC) - Part 6-4: Generic andards- Emission standard for industrial environments
IEC 62116 Ed. 2	Utility-interconnected photovoltaic inverters - Test procedure of islanding prevention measures
IEC60068-2-1:2007	Environmental testing - Part 2-1: Tests - Test A: Cold
IEC60068-2-2:2007	Environmental testing - Part 2-2: Tests - Test B: Dry heat
IEC60068-2-14:2007	Environmental testing - Part 2-14: Tests - Test N: Change of temperature
IEC60068-2-30:2007	Environmental testing - Part 2-30: Tests - Test Db: Damp heat, cyclic (12 h + 12 h cycle)

2. System Testing and Commissioning

The BESS shall be commissioned as per commissioning criteria and procedures specified by the CEA.

3. Identification and Traceability

Cells/Racks/Packs Assembly shall meet seismic requirement for the plant location of the BESS. Labelling of cells/batteries shall include manufacturer's name, cell type, name-plate rating, date of manufacture and date of expiry of parts and labour warranty.

4. Other Sub-systems/Components

Other subsystems/components used in the BESS must also conform to the relevant international/national Standards for Electrical Safety for ensuring Expected Service Life and Weather Resistance.

5. Fire Protection

The BESSD shall design and install a fire protection system that conforms to national and local codes. The fire protection system design and associated alarms shall take into account that the BESS will be unattended at most times. For high energy density technologies, the BESSD shall also obtain thermal runaway characterization of the battery storage systems.
As Battery Energy Storage System is prone to fire hazard, the BESSD shall provide suitable means such as fire barrier between switchyard and BESS to avoid fire to spread from BESS to Yard equipment. The safety of the equipment / personnel related to BESS operations will be in the scope of the BESSD. Buying Entity / DISCOM/ BSUL will in no way be responsible for any loss / damage due to any fire accidents. Fire Hydrant system with approval from Fire Force Department, Andhra Pradesh shall be installed in the BESS area.

The BESS container area shall be fitted with High mast Thermal & Surveillance Camera and streaming of the same shall be provided at Control Room of respective Sub Station in BESSD's scope.

6. Authorized Test Centres

Batteries/ Power Conditioning Units deployed in the power plants must have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the ILAC member signatory accredited laboratories. In case of module types/ BESS/equipment for which such Test facilities may not exist in India at present, test certificates from reputed ILAC Member body accredited Labs abroad will be acceptable**.**

7. Warranty

BESSD shall procure performance guarantees from the OEM to ensure minimum performance levels for predefined application(s) as per the terms of the RfS. The Warranty shall clearly indicate life expectancy given discharge profiles provided for the application.

8. Performance Monitoring

As part of the performance monitoring, the following shall be carried out:

a) The BESSD must install necessary equipment to continuously measure BESS operating parameters (including but not limited to voltage, current, ambient conditions etc.) as well as energy input into and energy output from the BESS along with Metering arrangement in accordance with extant regulations. They will be required to submit this data to the NHPC/ BSUL on line and/or through a report on regular basis every month for the entire duration of contract.

b) The BESSD shall provide access to the NHPC/BSUL/MNRE or their authorized representatives for installing any additional monitoring equipment to facilitate on-line transfer of data.

c) All data shall be made available as mentioned above for the entire duration of the Contract.

d) The plant SCADA should be OPC version 2.0a (or a later version including OPC UA) compliant and implement appropriate OPC-DA server as per the specification of OPC Foundation. All data should be accessible through this OPC server for providing real time online data (BESS parameters) to the NHPC/BSUL/MNRE. This time series data shall be available from the Project SCADA system to facilitate monitoring and should include among others as stated before, below parameters to facilitate daily, monthly and annual Report for performance monitoring.

e) Web-based monitoring should be available, which should not be machine dependent. The web-based monitoring should provide the same screens as available in the plant. Also, it should be possible to download reports from a remote web-client in PDF or Excel format.

9. Other necessary criteria

i. Central Electricity Authority, Technical Standards for Connectivity to the Grid, (Amendment) Regulations, 2013 and 2019 mention connectivity standards applicable to the wind generating stations, generating stations using inverters, wind - solar photo voltaic hybrid

systems and energy storage systems. BESS, being an inverter based power system element, shall also comply to the requirements specified for other generating stations using inverters.

a) BESS shall be capacity of operating in the frequency range of 47.5 Hz to 52 Hz and be able to deliver rated output in the frequency range of 49.5 Hz to 50.5 Hz.

b) Low/High Voltage Ride Through (LVRT/HVRT): The BESS shall be operated at Unity Power factor.
BESS shall be capable of operating when voltage at the interconnection point on any or all phases dips/rises to the high or low levels. The levels applicable for wind/solar inverter-based generation may be referred as available in Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations.

c) The safe and reliable operation of power system is ensured by frequency control as well as voltage control. BESS to be implemented shall have provisions for Primary frequency control with a droop which can be set as per system requirement between the range specified for wind/solar generation sources (inverter-based) in the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations .

The BESS performs regulations in one or several pre-defined ways (e.g. regulating its own output power according to the orders given by SCADA system) to achieve an active power balance between generation and demand to maintain the power system frequency within a reasonable range.

d) BESS shall operate to maintain voltages as per specified voltage ranges in Grid standards. BESS shall have feature to detect the voltage of interconnection point, and regulate voltage independently. The response time of the BESS shall not exceed the value specified in relevant standards or grid codes.

e) BESS shall operate in a manner to promote the power system reliability and improve the power quality. When power quality problems, such as voltage dip, flicker, unsatisfactory power factor, etc., occur in power system, the BESS could eliminate these problems by flexible active and reactive power output in this function.

f) The BESS should provide reliable protection and not be limited to as an overvoltage/under-voltage protection, overcurrent protection, low-temperature/over-temperature protection of battery, DC insulation monitoring, etc.

g) BESS is required to have the following basic functions:

i) Monitoring: Monitor operational parameters, equipment status and communication status, alarm and faults of main equipment and BESS system, etc.

ii) Information exchange: Receive and process information with RLDC/NLDC including operation parameters, switching information, various alarms and alerts, protective action signals, control information, etc.

iii) Control: Including control mode and parameter setting with RLDC/NLDC.

https://posoco.in/download/detailed-signal-list-for-connecting-generators-under-agc/?wpdml=29546.

h) The static information like detailed write-up on present operation methodology of BESS, forbidden zones, number of cycle limits, Auxiliary consumption details, capability curve, simulation models (RMS/PSCAD) along with description or any specific information about BESS shall also be furnished as and when required by RLDC/NLDC.

i) BESS will ensure the compliance of requirements mentioned in procedure of First Time Charging (FTC) as applicable for other power system elements. The consolidated FTC procedure including the requirements for BESS is available in public domain at https://posoco.in/wp content/uploads/2021/04/Procedure_for_Integration_of_Power_System_Elements.pdf

10) Safe Disposal of unit Batteries from the BESS

The Developer will comply with the requirements under Hazardous & other Waste (Management and Transboundary Movement) Rules, 2016, as amended from time to time, as applicable. The BESSD shall ensure that all Unit Battery modules from the plant after their 'end of life' (when they become defective/ non-operational/ non-repairable) are disposed in accordance with the "e-waste (Management and Handling) Rules, 2016" notified by the Government and as revised and amended from time to time and Battery Waste Management Rules, as and when notified by the Government of India.

Annexure – 2

CHECK LIST FOR FINANCIAL CLOSURE

(To be signed by the Authorized signatory of the BESSD)

(RfS No. _____ dated _____)

Last Date for submission of documents related to Financial Closure –_____ (6 months prior to the SCD / extended SCSD)

Project Company Name _____

Project ID: _____ -

LOA No. - . Dtd. -_____ - -

Effective Date of PPA _____

Scheduled Commissioning Date: - _____

1.0 Financial Closure - (Clause 3.27 of the RfS, including subsequent amendments & clarifications)

Details	**Presently given in PPA**
Location	
Technology	
Certificate from all financial institutions	**In case of tie up through Bank / Financial Institutions: -**
	Document from Bank / Financial Institutions certifying arrangement of necessary funds by way of sanction of Loan (to be enclosed as **Annexure-I)**.
	In case of Internal Resources: -
	Copy of Board Resolution, Audited/Certified Balance sheet, Profit & Loss Account Statement, Bank Statement and Cash Flow Statement in support of availability of Internal resources of the Project Company and of the Company other than Project Company (in case the required funding will be raised from Company other than Project Company) (to be enclosed as **Annexure-I).**
	*Performa for the cases where funding will be from Company other than Project Company is at '**A-1'**.*

Note:-

(i) Copy of Final Detailed Project Report (DPR) is to be enclosed as **Annexure – II A.**

(ii) Undertaking by the Project Company that all Consents, clearances and permits required for supply of Power to BSUL as per the terms of PPA have been obtained is to be enclosed as **Annexure – II B**

2.0 Copy of Agreement/ MOU entered into / Purchase Order with acceptance, for the supply of Plants and Equipment (to be enclosed as **Annexure-III**)

3.0 Technical Parameters of the Project

3.0.1 Certificate from Project Company that Technical specifications and directives given in Annexure-1 of the RfS will be adhered to (to be enclosed as **Annexure-IV A**)

3.0.2 Proposed Project configuration as part of DPR of the Project (to be enclosed as **Annexure-IV B**)

4.0 Ownership of the BESSD: Latest Shareholding Pattern of the Project Company (including Compulsorily Convertible Debentures (CCDs), Compulsorily Convertible Preferential Shares (CCPS) of the Project Company certified by Chartered Accountant (to be enclosed as **Annexure V A**)

Shareholding pattern is not required to be submitted by a Listed Company.

Note: Shareholding pattern is to be submitted by the Project Company, as and when requisitioned by the NHPC/ BSUL.

Performa A-1

For cases where funding will be from a Company other than Project Company

Board Resolution from (Name of the Company from where the required funding will be raised)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY AT THEIR MEETING HELD ON _____AT THE REGISTERED OFFICE OF THE COMPANY

RESOLVED that approval of the Board be and is hereby accorded to the company extending unconditional and full financial support whether by way of equity, debt, or a combination thereof, towards meeting the full project cost of Rs. _____ (in words and figures) to M/s_____ (Name of Project Company), a company within the meaning of The Companies Act, 1956 and/or The Companies Act, 2013, and having its registered office atwhich was selected by NHPC to develop the...MW/……MW/…..MWh Project for generation and sale of Power under the RfS No. __in respect of which Power Purchase Agreement (PPA) was signed between NHPC and _____ (Name of Project Company). Funds will be released for the project as per the request of _____ (Name of Project Company) to meet the financial requirement for the said Project.

Board Resolution from _____ (Project Company)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF

DIRECTORS OF THE COMPANY AT THEIR MEETING HELD ON _____AT THE REGISTERED OFFICE OF THE COMPANY

RESOLVED that approval of the Board be and is hereby accorded to the Company which was selected by NHPC to develop the...MW Battery Energy Storage System Project for generation and sale of Power under the RfS No. in respect of which Battery Energy Storage Purchase Agreement (PPA) was signed between NHPC and the Company, to request and undertake to accept unconditional and full financial support and getting release of funds for project as per requirement from the Company

i.e. _____ , a Company within the meaning of The Companies Act, 1956 and/or The Companies Act, 2013, and having its registered office at whether by way of equity, debt, or a combination thereof for meeting the financial requirements of the project being developed by the Project Company.

Further Resolved that in the event the Company i.e. _____ , agrees to extend full financial support as sought above, Sh._____, Director, Sh , Director.... be and are hereby severally or collectively authorized to accept any terms and conditions that may be imposed by (Name of the Company), for extending such support and that they are also severally or collectively authorized to sign such documents, writings as may be necessary in this connection.

Annexure – 3

(I) Power Purchase Agreement (PPA).
(Between BSUL & BESSD)

(II) Power Sale Agreement (PSA).
(Between BSUL & Buying Entity/ DISCOM)

STANDARD

POWER PURCHASE AGREEMENT (PPA)

FOR

PROCUREMENT OF SOLAR+BESS ENERGY_____ON LONG TERM BASIS

Between

..... [Insert Name of BESSD]

And

BSUL

……..[Insert month and year]

This Power Purchase Agreement is made on the …….[Insert date] day of …….[Insert month] of …….. [Insert year] at [Insert place]

Between

……. [Insert name of the BESSD], a Company incorporated under the Companies Act 1956/Companies Act 2013, having its registered office at …….. [Insert address of the registered office of BESSD] (hereinafter referred to as "**Battery Energy Storage System Developer**" **or** "**BESSD**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the **First Part**;

And

Bundelkhand Saur Urja Limited, a company incorporated under the Companies Act 2013, having its registered office at TC-43/V, Vibhuti Khand, Gomti Nagar, Lucknow- 226010, Uttar Pradesh, India. CIN: U40300UP2015GOI068632 (hereinafter referred to as **"BSUL", or "SPPD" or "Intermediary"** which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assignees) as a Party of the **Second Part**;

The BESSD and BSUL are individually referred to as 'Party' and collectively referred to as 'Parties'.

Whereas;

A. Bundelkhand Saur Urja Limited (BSUL) has been notified as the Solar Power Park Developer (SPPD) by the Ministry of New and Renewable Energy (MNRE), Government of India, for the development of the 1200 MW Jalaun Solar Park in District Jalaun, Uttar Pradesh.

   Under this framework, BSUL, as an Intermediary Procurer, has completed the selection of Solar Power Developers (SPDs)—specifically M/s Coal India Limited (CIL) and M/s NLC India Renewables Limited—for the implementation of 1,200 MW of solar generation capacity across Tehsil Orai and Tehsil Madhogarh. This procurement has been executed in line with the provisions of the "*Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems" issued vide Gazette Resolution no. 23/03/2023-R&R dated 09.06.2023 (including subsequent amendments and clarifications thereof), read with the Electricity (Amendment) Rules, 2022, dated 29th December 2022*.

   The total annual contracted generation capacity from these combined solar projects is 2,419 Million Units (MU).

B. With various global developments in technology and manufacturing, Renewable Energy (RE) has become the most affordable and cheapest source for meeting energy requirements. In India, the government has set an ambitious target of reaching 500 GW

of non-fossil fuel capacity by 2030. However, sources such as solar and wind energy are intermittent and cannot provide a continuous, 24/7 supply like conventional power plants. To address this variability, Energy Storage Systems (ESS) are essential. ESS store excess energy when production exceeds demand and discharge it during peak periods, ensuring a stable power supply. As India increases its reliance on renewable energy, grid stability becomes a challenge, particularly during peak periods when RE generation is insufficient. This requires additional power sources to balance the demand. ESS plays a critical role in managing these fluctuations, supporting grid operators in maintaining reliability and smooth integration of RE into the grid. Additionally, ESS connected to SPV plants can enhance the capacity utilization of RE transmission systems.

C. The above aspects rightly point out to the next course of direction of India's energy planning methodology-integrating Energy Storage Systems (ESS) with existing and upcoming RE capacity in order to optimize generation mix while also better utilizing the transmission infrastructure in the country. With respect to increasing the storage component in the energy mix, CEA's Report on identification of usage of storage as business case and for ancillary services, identifies Pumped Hydro Storage System (PSP) and Battery Energy Storage Systems (BESS) as the commercially deployed solutions for providing requisite storage capacity. The CEA Study has revealed that the planning model selects the battery energy storage system from the year 2027-28 onwards and a Battery Energy Storage capacity of 8680 MW/34720 Mwh (4-hour storage) is projected to be part of the installed capacity in 2022-27. This will be in addition to 7446 MW of Pumped Hydro Storage System envisaged to be a component of India's installed capacity in 2022-27.

D. Going forward, the planning process for transition to a greener energy mix in the country would entail integrating the planned Renewable capacity into India's energy grid while ensuring its safety and reliability. In addition to Pumped Hydro Storage Plants (PSP), Battery Energy Storage Systems (BESS) are expected to play a crucial role in supporting the grid as the share of renewable energy increases, aligning with the government's target of installing 500 GW of non-fossil fuel-based capacity by 2030. BESS assets will provide the necessary flexibility in power generation, ensuring resource adequacy and helping to balance supply and demand. Besides, Energy Storage Systems have the potential to optimize the utilization of India's transmission network, reducing congestion and minimizing the need for extensive infrastructure expansion

E. BSUL intends to integrate Battery Energy Storage System (BESS) with the existing Solar Power of 2,419 Million Units (MU) in Solar + BESS configuration for meeting the firm and dispatchable power requirement of End Procurer.

Accordingly, this Request for Selection (RfS) is issued for the selection of a Battery Energy Storage System Developer (BESSD) who shall procure the entire solar energy generated from the existing solar plants, set up the co-located BESS projects nearby to three (3) 33/400 kV Pooling Substations (PSS) in the Jalaun Solar Park, utilize the existing solar energy for charging of BESS and schedule the Solar-plus-BESS power to the buying entity for the contracted capacity for four (4) distinct locations

F. BSUL had initiated a Tariff-Based Competitive Bidding (TBCB) for the selection of a Battery Energy Storage System (BESS) Developer for scheduling of solar capacity during Solar Hour from Jalaun Solar Park , coupled with delivery of BESS capacity during Non-Solar Hour as per selected configuration of "*300MW/800 MW / 4800 MWh"* or *"600MW/800 MW / 3200 MWh"* across four (4) distinct locations nearby three (3) 33/400 kV Pooling Substations (PSS) of Jalaun Solar Park on the terms and conditions contained in the Request for Selection Documents (herein after referred to as 'RFS') issued by BSUL vide RfS No…….. dated……. .

G. Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems" issued vide Gazette Resolution no. 23/03/2023-R&R dated 09.06.2023 (including subsequent amendments and clarifications thereof), read with the Electricity (Amendment) Rules, 2022, dated 29th December 2022. Upto ……..**[Enter the last date of bid submission of the RfS]**

H. BSUL has issued the Letter of Award No……..dated.....in favor of the _____[Insert name of the Bidding Company] for development and establishment of the …….MW/____MWh of "BESS" at**…….[mention name & voltage level of Substation** and scheduling of **"……" MW of solar Power** as per the terms and conditions contained in the RfS, this Power Purchase Agreement (PPA) and other bidding documents as well as the conditions contained in the Letter of Award. The configuration selected under this agreement is …MW/….MW/…..MWh for contracted capacity of…….MU..

I. ……**[Insert Name of the Bidding Company]** has been selected in the Competitive Bidding Process {in case Bidding Company is executing the Project through SPV}, has constituted a …… **[Insert Name of the SPV]** (hereinafter referred to as '**BESSD**'), for development, and supply of Solar-plus- BESS Capacity in configuration of e ……MW/……MW/…….MWh from the Project wherein BESS to be established by BESSD in……**,** [mention name & voltage level of Substation] in the state of Utar Pradesh and supply of **"……" MW of solar Power** for making available of such composite power to Buying Utility [as defined] under a Power Sale Agreement (PSA) to be entered into between BSUL and State DISCOM/Buying Entity.

J. BSUL has agreed to purchase such composite Energy from the BESSD as an Intermediary and sell it to DISCOMs / Buying Utility on back-to-back basis as per the provisions of the RfS. Accordingly, BSUL has agreed to sign/has signed a Power Sale agreement (PSA) with the DISCOMs / Buying Utility to sell such Solar- plus-BESS Power as per the provisions of the above said Guidelines and RfS.

K. In terms of the RfS and the Bidding Documents, the BESSD has furnished the Performance Bank Guarantee/ Payment on Order Instrument / Insurance surety bond in the sum of Rs……..in favour of BSUL as per the format provided as a part of the Bidding Documents.

L. BESSD has fulfilled all the terms of the RfS Documents and the terms of the Letter of

Award for signing this Power Purchase Agreement as a definitive agreement. Under this Agreement, the BESSD shall procure the contracted solar energy of 2,419 MU from BSUL, develop the co-located BESS Project, and supply Solar-plus-BESS power under the finalized configuration of ….MW/…/…MW/…MWh at ……[mention name & voltage level of Substation] in the state of Uttar Pradsh for making available such Solar-plus-BESS Power to BSUL to enable BSUL to supply the same to the DISCOMs / Buying Utility as BSUL may consider appropriate, under a Power Sale Agreement (PSA) to be executed on a back-to-back basis with this Power Purchase Agreement (PPA);

Now therefore, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the Parties as follows:

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1 Definitions

The terms used in this Agreement, unless as defined below or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 and the rules or regulations framed there under, including those issued / framed by the Appropriate Commission (as defined hereunder), as amended or re-enacted from time to time.

"Act" or "Electricity Act, 2003"	shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;
"Affiliate"	shall mean a person who Controls, is Controlled by, or is under the common Control with such company;
"Agreement" or "Power Purchase Agreement" or or "PPA"	shall mean this Power Purchase Agreement including its recitals and Schedules, amended or modified from time to time in accordance with the terms hereof;
"Appropriate Commission"	Appropriate Commission shall mean Central Electricity Regulatory Commission (CERC) or Uttar Pradesh Electricity Regulatory Commission (UPERC) as the case may be;
"Annual Availability"	For a particular Contract Year, "Annual Availability" shall be the average availability of the Contracted BESS and Solar capacity during that particular Contract Year, calculated as per the RfS;
"Backdown"	shall mean part of Contracted Capacity available for scheduling but not scheduled based on instructions from Buying Entity/SLDC/ RLDC, as the case may be
"Battery Energy Storage Project" or "Battery Energy Storage Systems" or "BESS"	shall mean the system(s)/projects of …….[Insert capacity] MW/_____MWh, located at..... [Insert name of the place] in …. [Insert name of the District and State] having a separate control system, metering and single point of injection into the grid at Interconnection/Metering point at Pooling Sub-Station (PSS) and utilizing methods and technologies such as electrochemical batteries (Lead Acid, Li-ion, solid state batteries, flow batteries etc.), providing a facility that can store energy and deliver the stored energy in the form of electricity, including ancillary facilities (grid support, for example). It also includes all units and auxiliaries, Battery Energy Management System including associated applications / software; bay/s for transmission system in the switchyard, dedicated transmission line up to the interconnection Point and all the other

	assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility; whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of above-mentioned Battery Energy Storage Capacity as per this Agreement;
"Battery Energy Storage System Developer" Or "Bessd" Or "Developer" Or "Project Developer"	shall mean the entity owning/operating the BESS facility for supply of power under the PPA, and shall refer to the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a Project capacity by the BSUL (through a competitive bidding process), including the SPV formed by the selected bidder/ consortium for the purpose of setting up of the Project and signing of PPA with the BSUL.
"Battery Cell"	shall mean the electrochemical device of the battery energy storage system that stores electrical energy in chemical energy and converts chemical energy into electrical energy, which consists of a positive (cathode) and a negative (anode) electrode with the capability to generate electricity
" Battery Cycle"	shall mean the charging of the battery from the depth of discharge to its maximum rating and discharging to its minimum specified rating equivalent to the depth of discharge to complete one cycle of a battery energy storage system: Provided "Depth of Discharge (DoD)" means the level to which a battery can be discharged relative to the maximum possible amount of energy that can be discharged by the battery in a single operational cycle, expressed as a percentage.
"Bid" or "Proposal"	shall mean the documents submitted by the Bidder towards meeting the techno-commercial and financial qualifying requirements, along with the price bid submitted by the Bidder and submissions during the e-Reverse Auctions, if applicable, as part of its response to the RfS issued by BSUL.
"Bidder "	shall mean Bidding Company (including a foreign company) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company / Bidding Consortium / Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin.
"Bidding Consortium" Or "Consortium"	shall refer to a group of companies that has collectively submitted the response in accordance with the provisions of this RfS under a Consortium Agreement.

" Bid Capacity/ Quoted Capacity"	shall mean aggregate contracted capacity of the Solar-plus-Battery Energy Storage System(s) as proposed by the Bidder.
"BID Floating Agency'	shall mean NHPC Limited on behalf of BSUL i.e. the Bidding Agency designated for issuing the tender documents and carrying out the process of selection of Successful Bidders under the scheme Guidelines.
"Bill Dispute Notice"	shall mean the notice issued by a Party raising a Dispute regarding a Monthly Bill or a Supplementary Bill issued by the other Party;
"Business Day"	shall mean with respect to BESSD and BSUL, a day other than Sunday or a statutory holiday, on which the banks remain open for business in Uttarpradesh and [insert name of State where BESSD Registered Office is located] both;
"Buying Entity" or "Buying Utility" or DISCOMs or " End Procurer"	Buying Entity / Utility shall mean Distribution Companies (DISCOMs);
"CERC"	shall mean the Central Electricity Regulatory Commission of India, constituted under sub – section (1) of Section 76 of the Electricity Act, 2003, or its successors;
"Central Transmission Utility" or "CTU"	shall mean the Government Company notified by the Central Government under Sub-Section (1) of Section 38 of the Electricity Act, 2003.
Charging Power	Shall mean the requirement of energy to charge the contracted capacity and additional energy considering Minimum system efficiency as per RfS.
"Change in Law"	shall have the meaning ascribed thereto in Article 12 of this Agreement;
" Chartered Accountant"	shall mean a person practicing in India or a firm whereof all the partners are practicing in India as Chartered Accountants within the meaning of the Chartered Accountants Act, 1949; For bidders incorporated in countries other than India, "Chartered Accountant" shall mean a person or a firm practicing in the respective country and designated/ registered under the corresponding Statutes/ laws of the respective country.
"Commissioning"	The Project will be considered as commissioned if all equipment as per rated Project Capacity has been installed, synchronized with Grid demonstrated all required parameters and certification of the same by BSUL
"Commencement of Power Supply"	shall mean the date of onset of commercial offtake of power supply under the PPA. Prior to declaration of commencement

	power supply, the BESSD shall submit COD certificate upon receipt of successful completion of trial run certificate by the respective SLDC/RLDC for the corresponding Installed Capacity to BSUL as part of the requisite documents;
"Commercial Operation Date (COD)"	shall mean the date on which the commissioning certificate is issued by the commissioning committee constituted by BSUL upon successful commissioning of the full capacity of the Project or the last part capacity of the Project as the case may be; Such date of the issuance of Commissioning Certificate shall be deemed to be the date on which BESSD has successfully demonstrated the compliance of the all requirements for the commissioning as well as commercial operation for the entire Contracted Capacity and commencement of supply of power of full contracted capacity as per provisions of PPA read along with provisions of the RfS.
"Company"	shall mean a body corporate incorporated in India under the Companies Act, 2013 or any law in India prior thereto relating to Companies, as applicable;
"Competent Court of Law"	shall mean any court or tribunal or any similar judicial or quasi-judicial body in India that has jurisdiction to adjudicate upon issues relating to this Agreement;
"Consents, Clearances and Permits"	shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the Project and providing energy storage facility under this Agreement;
"Consultation Period"	shall mean the period of ninety (90) days or such other longer period as the Parties may agree, commencing from the date of issuance of a BESSD Preliminary Default Notice or BSUL Preliminary Default Notice as provided in Article 13 of this Agreement, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances;
"Contract Year"	shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that: (i) in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the

	immediately succeeding March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and (ii) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement
"Contracted Capacity"	shall mean …… [Insert the Project Capacity] (Solar)MW/ (BESS)….MW/ (BESS)…..MWh, which is the Capacity (discharge capacity) contracted with BSUL for supply by the BESSD at the Delivery Point from the Project. For avoidance of any doubt it is clarified that it shall be the sole responsibility of BESSD to make all required arrangements including physical-techno-commercial demarcation.
"Control"	shall mean the ownership, directly or indirectly, of more than fifty percent (50%) of the voting shares of such company or right to appoint majority of its directors;
"Controlling Shareholding"	shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium.
"Central Transmission Utility (Ctu)"	shall mean the Central Transmission Utility as defined in sub-section (10) of section 2 of the Electricity Act 2003.
"Day"	shall mean a day, if not a Business Day, the immediately succeeding Business Day.
"Declared Capacity"	shall mean the capability to deliver ex-bus electricity in MW and MWh declared by the such generating company or transmission licensee, during the day, duly taking into account the stored electricity after successful charging.

"Delivery Point"	shall mean the interconnection point at the voltage level of 400 KV [Insert Voltage Level] at 765/400 KV **Grid** Sub-station at Ait, Orai through the dedicated transmission line connecting the 33/400 KV Pooling substation (PSS) of BSUL with the 765/400 KV Grid sub station. Metering shall be done at the delivery point where the power is injected into / drawn. For interconnection with grid and metering, the BESSD shall abide by the relevant and applicable regulations, Grid Code notified by the CERC or (and) Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time, or orders passed thereunder by the appropriate commission or CEA or CTUIL. Subject to provisions of this Agreement, for the Contracted Capacity, all charges and losses towards offtake of power shall be to the account of the Buying Entity beyond delivery point. Any penalty or cost like deviation settlement mechanism etc. upto CTUIL Sub station which is not attributable to Buying Entity shall be borne by the BESSD. In case it is paid by BSUL on behalf of Buying Utilities / BESSD, the same shall be recovered from the Buying Utilities / BESSD (as applicable);
"DISCOM" or "buying Utility" or buying entity	shall mean the Buying Entity i.e DISCOMs who have signed/will sign the PSA (s) with BSUL for purchase of Solar-plus-BESS Capacity;
"Dispute"	shall mean any dispute or difference of any kind between BSUL and the BESSD, in connection with or arising out of this Agreement including but not limited to any issue on the interpretation and scope of the terms of this Agreement as provided in Article 16 of this Agreement;
"Due Date"	shall mean the forty-fifth (45^{th}) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by the BSUL or, if such day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by the BSUL.
"Effective Date"	shall have the meaning ascribed thereto in Article 2.1 of this Agreement;
"Electricity Laws"	shall mean the Electricity Act, 2003 and the rules and regulations made there under from time to time along with amendments thereto and replacements thereof and any other Law pertaining to electricity including regulations framed by the Appropriate Commission;

"Energy Accounts"	shall mean the state energy accounts as specified in the Grid Code issued by the appropriate agency for each Month (as per their prescribed methodology), including the revisions and amendments thereof or where such state energy accounts are not issued, Joint Meter Reading (JMR) will be considered; BSUL reserves the right to choose from any of the above, i.e. JMR/SEA, based on the acceptance of the same by the Buying Utility/ DISCOM;
"Equity"	shall mean Net Worth as defined in Companies Act, 2013.
"Event of Default"	shall mean the events as defined in Article 13 of this Agreement;
"Expiry Date"	Shall mean the date occurring as on twenty five (25) years from the Scheduled Commissioning Date (SCD) or the date of full commissioning of the Project, whichever is later, subject to the condition that the contracted capacity shall be made available to BSUL for a period upto 25 years from the Scheduled Commissioning Date (SCD) or the date of full commissioning of the Project, whichever is later, unless extended by the Parties as per this Agreement;
" Facilitation Charge"	Facilitation charge @5 Paisa per Unit to be passed on to GoUP, on sale of power outside state of UP if any, as per UMREPP guideline.
"Financial Closure"	shall mean compliance with the requirements under Article 3.1 of this Agreement;
"Financing Agreements"	shall mean the agreements pursuant to which the BESSD has sought financing for the Project including the loan agreements, security documents, notes, indentures, security agreements, letters of credit and other documents, as may be amended, modified, or replaced from time to time, but without in anyway increasing the liabilities of BSUL;
"Force Majeure" or "Force Majeure Event"	shall have the meaning ascribed thereto in Article 11 of this Agreement;
"Guidelines" or "Scheme"	shall mean the Guidelines for "Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services" issued by the Ministry of Power vide Gazette Resolution dated 10th March 2022, including subsequent amendments and clarifications, issued until the last date of bid submission of the referred RfS;

"Grid Code" / "IEGC" or "State Grid Code"	shall mean the Grid Code specified by the CERC under Clause (h) of Sub-section (1) of Section 79 of the Electricity Act, as amended from time to time, and/or the State Grid Code as specified by the concerned State Commission, referred under Clause (h) of Sub- section (1) of Section 86 of the Electricity Act 2003, as applicable;
" Group company"	(i) a Company which, directly or indirectly, holds 10% (ten percent) or more of the share capital of the Company or; (ii) a Company in which the Company, directly or indirectly, holds 10% (ten percent) or more of the share capital of such Company or; (iii) a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or; (iv) a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise or; (v) a Company which is under common control with the Company, and control means ownership by one Company of at least 10% (ten percent) of the share capital of the other Company or power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise. Provided entities which have Government shareholding, financial institution, scheduled bank, foreign institutional investor, Non-Banking Financial Company, and any mutual fund, pension funds and sovereign fund shall not be deemed to be Group Company and its shareholding and the power to direct or cause to be directed the management and policies of a Company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project.
"InSTS"	shall mean the Intra-State Transmission System;
"ISTS"	shall mean the Inter-State Transmission System;

"Indian Governmental Instrumentality"	shall mean the Government of India, Governments of state(s)…….. [Insert the name(s) of the state(s) in India, where the Power Project, BSUL and BESSD are located] and any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or the above state Government(s) or both, any political sub-division of any of them; including any court or Appropriate Commission(s) or tribunal or judicial or quasi-judicial body in India;
"Insurances"	shall mean the insurance cover to be obtained and maintained by the BESSD in accordance with Article 8 of this Agreement;
"Interconnection Point"	shall mean the interconnection point at the voltage level of 33 KV [Insert Voltage Level] at …… ……[Insert name of the BSUL PSS] Pooling **S**ub-station including the dedicated transmission line (if any) connecting the Project with the 33/400 KV Pooling substation (PSS) as specified in the RfS document. Metering shall be done at the Interconnection point where the power is injected into / drawn. For interconnection with grid and metering, the BESSD shall abide by the relevant and applicable regulations, Grid Code notified by the CERC or / (and) Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time, or orders passed thereunder by the appropriate commission or CEA or CTUIL. Any penalty or cost like deviation settlement mechanism etc. upto CTUIL Sub station which is not attributable to Buying Entity shall be borne by the BESSD. In case it is paid by BSUL on behalf of Buying Utilities / BESSD, the same shall be recovered from the Buying Utilities / BESSD (as applicable);
"Interconnection Facilities"	shall mean the facilities on BESSD's side of the Delivery Point for scheduling, transmitting and metering the electrical output in accordance with this Agreement and which shall include, without limitation, all other transmission lines and associated equipment, transformers, relay and switching equipment and protective devices, safety equipment and RTU, Data Transfer and Acquisition facilities for transmitting data subject to Article 7, the Metering System required for supply of power as per the terms of this Agreement;
Intermediary Agency	shall mean BSUL;
"Invoice" or "Bill"	shall mean either a Monthly Bill / Supplementary Bill or a Monthly Invoice/ Supplementary Invoice raised by any of the

	Parties;
"Joint Control"	shall mean a situation where none of the promoter shareholders has more than 50% shareholding in the paid-up share capital and voting rights in the BESSD, and the control is exercised jointly;
"Late Payment Surcharge"	shall have the meaning ascribed thereto in Article 10.3.3 of this Agreement;
"Law"	shall mean in relation to this Agreement, all laws including Electricity Laws in force in India and any statute, ordinance, regulation, notification or code, rule, or any interpretation of any of them by an Indian Governmental Instrumentality and having force of law and shall further include without limitation all applicable rules, regulations, orders, notifications by an Indian Governmental Instrumentality pursuant to or under any of them and shall include without limitation all rules, regulations, decisions and orders of the Appropriate Commissions;
"Lead Member Of The Bidding Consortium" Or "Lead Member"	There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium; Note: The shareholding of the Lead member in the Project Company (Special Purpose Vehicle) cannot be changed till 01 (one) year after the Commercial Operation Date (COD) of the Project.
"Letter Of Award" Or "Loa"	shall mean the letter issued by the BSUL to the Selected Bidder for award of the Project.
"Letter of Credit" or "L/C"	shall have the meaning ascribed thereto in Article 10.4 of this Agreement;
"MCR (BESS)" Maximum Continuous Rating of Battery Energy Storage System"	shall mean the maximum continuous amount of power (in MW) during discharge of integrated energy storage system guaranteed by the manufacturer at rated parameters for the specific period (in hours).
"Member In A Bidding Consortium" Or "Member"	shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company.
"MNRE"	shall mean the Ministry of New and Renewable Energy, Government of India;
"MoP"	shall mean the Ministry of Power, Government of India;
"Month"	shall mean a period of thirty (30) days from (and excluding) the date of the event, where applicable, else a calendar month;
"Monthly Availability"	For a particular Month, "Monthly Availability" shall be the average availability of the Solar capacity and Contracted BESS

	capacity separately during that particular Month, calculated as per the RfS;
"Parent"	shall mean a Company, which holds more than 50% voting rights and paid up share capital either directly or indirectly in the Project Company or a Member in a Consortium developing the Project;
"Party" and "Parties"	shall have the meaning ascribed thereto in the recital to this Agreement;
"Payment on Order Instrument" or "POI"	shall mean the irrevocable unconditional letter of undertaking issued by either of the three institutions, viz., (i) Indian Renewable Development agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited., as an alternative to submission of Performance Bank Guarantee by the BESSD to BSUL, issued in the form attached with the RfS;
"Payment Security Mechanism"	shall have the meaning ascribed thereto in Article 10.4 of this Agreement;
"Performance Bank Guarantee" or "PBG"	shall mean the irrevocable unconditional bank guarantee, submitted by the BESSD to BSUL in the form attached with the RfS;
"Pooling Substation / Pooling Point"	shall mean a point where more than one Project may connect to a common Transmission System. Multiple Projects can be connected to a pooling substation from where common transmission system shall be constructed and maintained by the SPPD to get connected to the ISTS substation. Further, the metering of the pooled power shall be done at the Delivery point, i.e. the ISTS substation. The voltage level of transmission system of individual projects up to the SPPD pooling substation shall be at 33 kV. The losses in the common transmission system up to the elivery point (CTUIL-ISTS) shall be borne and apportioned to the individual Projects for the purpose of billing.
Power sale Agreement (PSA)	shall mean the Power Sale Agreement (PSA) entered between the DISCOMs / Buying Entity and BSUL for onward sale of Sola-plus-Battery Energy Storage Capacity being procured under this Agreement, and forms **Schedule-C** of this Agreement;
"Preliminary Default Notice"	shall have the meaning ascribed thereto in Article 13 of this Agreement;
"Project Capacity"	Shall mean [Insert the capacity] (Solar)….. MW/ (BESS)….. MW/ (BESS)…..MWh [as per LoA] of Project, which [Insert name of BESSD] is required to Build Own Operate and supply such Solar-plus-BESS Capacity as per provisions of this Agreement read harmoniously with RfS Documents and LOA.

" Project Location"	shall mean the area identified by the BESSD, comprising village(s), Tehsil(s)/Taluk(s) and District(s) within a State, where the Project is being implemented.
"Power On Demand"	shall mean the requirement of the Buying Entity / BSUL based on its requirements during the time of day and night, subject to provisions of the RfS and PPA.
"Prudent Utility Practices"	shall mean the practices, methods and standards that are generally accepted internationally from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation and maintenance of Energy Storage System equipment and which practices, methods and standards shall be adjusted as necessary, to take account of: d) operation and maintenance guidelines recommended by the manufacturers of the plant and equipment to be installed / used for the Project Battery Energy Storage Project; e) the requirements of Indian Law; and the physical conditions at the site of the Project; f) Installation, Operation, Maintenance and Safety Guidelines / Rules/ Regulations for BESS/ Projects / Power Projects issued by Central Government Instrumentality;
" Rated Capacity"	shall mean the total amount of energy that can be stored in the energy storage system as per the specifications of the original equipment manufacturer, expressed in terms of kilowatt hours (kWh) or megawatt-hours (MWh).
"RBI"	shall mean the Reserve Bank of India;
"Rebate"	shall have the same meaning as ascribed thereto in Article 10.3.4 of this Agreement;
"Rfs" or "Rfs Document" or "Bidding Document(S)" or "Tender Documents"	shall mean the "Request for Selection" document issued by the BSUL including standard Power Purchase Agreement and Power Sale Agreement along with subsequent clarifications and amendments thereof.
"RLDC"	shall mean the relevant Regional Load Dispatch Centre established under Sub-section (1) of Section 27 of the Electricity Act, 2003;
"Round Trip Efficiency" or "RTE (BESS)"	shall mean the quantum of energy delivered by the energy storage system of the generating station or the transmission system as a percentage of the energy supplied for charging the integrated energy storage system which shall be 85% or higher during the month.

"RPC"	shall mean the relevant Regional Power Committee established by the Government of India for a specific region in accordance with the Electricity Act, 2003 for facilitating integrated operation of the power system in that region;
"Rupees", "Rs.", "INR" or "₹"	shall mean Indian rupees, the lawful currency of India;
"Scheduled Commissioning Date" or "SCD" of the Project	shall mean the maximum timeline for commissioning of Projects without any liquidated damages and shall be the date as on 18 months after the Effective Date of the PPA **[Insert Date];**
"Scheduled Commencement of Supply Date" or "SCSD"	shall mean [*Insert Date as per applicable provisions of the RFS*], unless extended in accordance with the terms of the Agreement;
"SERC"	shall mean the Electricity Regulatory Commission of any State in India constituted under Section-82 of the Electricity Act, 2003 or its successors, and includes a Joint Commission constituted under Subsection (1) of Section 83 of the Electricity Act 2003;
"SLDC"	shall mean the center established under Sub-section (1) of Section 31 of the Electricity Act 2003, relevant for the State(s) where the Delivery Point is located;
"SLDC Charges"	shall mean the charges levied by the SLDC of the state wherein the Project is located;
"Solar Power Park Developer" or "SPPD"	shall mean the entity responsible for the development of the Jalaun Solar Park, i.e., BSUL;
"State of Charge"	shall mean the amount of the charge an energy storage system has available for the supply of electricity at a given time and is expressed in percentage capacity with reference to its rated capacity."
"State Transmission Utility" or "STU"	shall mean the Board or the Government company notified by the respective State Government under Sub-section (1) of Section 39 of the Act;
"Statutory Auditor"	shall mean the auditor appointed under the provisions of the Companies Act, 1956 / Companies Act, 2013 (as the case may be) or under the provisions of any other applicable governing law.
"Tariff" or "Applicable Tariff"	Shall have the same meaning as provided for in Article 9 of this Agreement;
"Tariff Payment"	shall mean the payments to be made under Monthly Bills as referred to in Article 10 and the relevant Supplementary Bills;
"Termination Notice"	shall mean the notice given by either Parties for termination of this Agreement in accordance with Article 13 of this Agreement;
"Term of Agreement"	shall have the meaning ascribed thereto in Article 2 of this

	Agreement;
"Trading Margin"	shall mean the charges in the form of margin on supply of Contracted Capacity from the BESS to the Buying Entity by the Intermediary / BSUL under this RfS as per CERC Trading Regulation and the same being charged by BSUL, to be 7 paise / kWh.
"Unit/ Part Commissioning"	Unit / Part Commissioning shall mean the Energy Storage Power Capacity (AC MW/ AC MWh) to be commissioned as per provisions of this Agreement and RfS document. Subject to other applicable provisions, the minimum part commissioning capacity for the 1st part will be 50% of the project capacity at each location. The total number of instalments in which a Project can be commissioned will not be more than 3, i.e., 1st initial instalment of 50% of the project capacity as the case may be and 2 subsequent instalments.;
"Unit Commercial Operation Date (UCOD)"	shall mean the date of the next day of commissioning of the respective part(s) of the Battery Energy Storage Project along with supply of solar energy as per contracted capacity subsequent to the demonstration of the compliance of commissioning as per this Agreement and witnessed by the Committee (as applicable) duly constituted and also start of injection / drawl and scheduling of Solar-plus-BESS power at the Delivery Point and availability / installation of all necessary arrangements / equipment including RTU for scheduling of power generated from the Project and transmission of data to the concerned authority as per applicable regulation;
"Week"	shall mean a calendar week commencing from 00:00 hours of Monday, and ending at 24:00 hours of the following Sunday

Interpretation:

Save where the contrary is indicated, any reference in this Agreement to:

1.1.1 "Agreement" shall be construed as including a reference to its Schedules and/or Appendices and/or Annexures;

1.1.2 An "Article", a "Recital", a "Schedule" and a "paragraph / clause" shall be construed as a reference to an Article, a Recital, a Schedule and a paragraph/clause respectively of this Agreement;

1.1.3 A "crore" means a reference to ten million (10,000,000) and a "lakh" means a reference to one tenth of a million (1,00,000);

1.1.4 An "encumbrance" shall be construed as a reference to a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect;

1.1.5 "Indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;

1.1.6 A "person" shall be construed as a reference to any person, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests;

1.1.7 "Rupee", "Rupees", "Rs" or new rupee symbol "₹" shall denote Indian Rupees, the lawful currency of India;

1.1.8 The "Winding-up", "dissolution", "insolvency", or "reorganization" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the Law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, Winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;

1.1.9 Words importing the singular shall include the plural and vice versa;

1.1.10 This Agreement itself or any other agreement or document shall be construed as a reference to this or to such other agreement or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented;

1.1.11 A Law shall be construed as a reference to such Law including its amendments or re-enactments from time to time;

1.1.12 A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time;

1.1.13 Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part;

1.1.14 The tables of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement;

1.1.15 All interest, if applicable and payable under this Agreement, shall accrue from day to day and be calculated on the basis of a year of three hundred and sixty- five (365) days;

1.1.16 The words "hereof" or "herein", if and when used in this Agreement shall mean a reference to this Agreement;

1.1.17 The terms "including" or "including without limitation" shall mean that any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided;

1.1.18 This Agreement and other documents such as Request for Selection Documents, LOA,

Guidelines including subsequent clarifications, amendments and further clarifications in regard to the tender shall be read in conjunction with each other and interpreted in harmonious manner. However, in case of any mismatch/contradiction between provisions of different documents, following shall be the order of precedence:

1. Power Purchase Agreement
2. RfS Document

ARTICLE 2: TERM OF AGREEMENT

2.1 Effective Date

2.1.1 This Agreement shall come into effect from the date of signing……. and such date shall be referred to as the "**Effective Date".** In case BSUL intimates to the Successful Bidder, a particular date as the date for signing of PPA and the PPA signing gets delayed on account of reasons attributable to the BESSD, the date as specified by BSUL shall become the Effective Date of the PPA, irrespective of the date of signing of PPA.

2.1.2 The Parties agree that decisions pertaining to adoption of the Tariff and approval of the same, for procurement of Contracted Capacity, shall be binding on all Parties concerned, as contained in the Electricity Act, 2003 and any amendments thereof.

2.1.3 BSUL shall, within Thirty (30) Days of the discovery of the tariffs through e- reverse auction, file an application for adoption of Tariff. Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either party against the other under this Agreement shall be that, within 120 days after the Effective Date of the PPA, BSUL and/or the Buying Entity shall obtain adoption of tariff from Appropriate Commission, on the terms and conditions contained in this Agreement read with the terms and conditions contained in the PSA entered into between BSUL and the Buying Entity. The Parties agree that in the event, the order of adoption of tariff as mentioned above is not issued by the Appropriate Commission within the time specified above, the provisions of Article 2.1.4 shall apply.

2.1.4 In case the order from the Appropriate Commission is issued within the timeline as per Article 2.1.3, no extension for Financial Closure or Scheduled Commissioning Date shall be given. However, if the requisite Appropriate Commission order is issued after the timeline as per Article 2.1.3, this shall entail a corresponding extension in Scheduled Financial Closure and the Scheduled Commissioning Date for equal number of days for which the Appropriate Commission order has been delayed beyond such period as specified in Article 2.1.3.

In case of any difference between the date of signing of PPA and the Effective Date of the PPA, which is attributable to the SPD, such duration between the two dates (in terms of days), will be deducted from the above extension in the corresponding milestone.

Provided further that in case, the order of adoption of Tariff by the Appropriate Commission as required under Article 2.1.3 above is not received or delayed, either Party shall not be liable for payment of any compensation to other Party for any loss or damage on account of such delay in approval of the Appropriate Commission.

2.2 Term of Agreement

2.2.1 Subject to Article 2.3 and 2.4 of this Agreement, this Agreement shall be valid for a term from the Effective Date until the Expiry Date. This Agreement may be extended for a further period of least one hundred eighty (180) days prior to the Expiry Date, on mutually agreed terms and conditions

2.2.2 The BESSD is free to operate their plants beyond the Expiry Date if other conditions like land lease / Right to Use of Land (as applicable), permits, approvals and clearances etc.

allow. In such case unless otherwise agreed by the BSUL/Buying Entity, BSUL/Buying Entity (as the case may be) shall not be obligated to procure power beyond the Expiry Date.

2.3 Early Termination

2.3.1 This Agreement shall terminate before the Expiry Date if either BSUL or BESSD terminates the Agreement, pursuant to Article 13 of this Agreement or if the terms of conditions Precedent mentioned in Article 2.2.2 are not satisfied.

2.4 Survival

2.4.1 The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under this Agreement, including the right to receive penalty/damage charges as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Article 11 (Force Majeure), Article 13 (Events of Default and Termination), Article 14 (Liability and Indemnification), Article 16 (Governing Law and Dispute Resolution), Article 17 (Miscellaneous Provisions), and other Articles and Schedules of this Agreement which expressly or by their nature survive the Term or termination of this Agreement shall continue and survive any expiry or termination of this Agreement.

ARTICLE 3: CONDITIONS SUBSEQUENT

3.1 Satisfaction of conditions subsequent by the BESSD

The BESSD agrees and undertakes to duly perform and complete all of the following activities at its own cost and risk unless such completion is affected by any Force Majeure event, or for the activities specifically waived off in writing by BSUL:

(i) BESSD shall submit the necessary documents for possession of required land for development of BESS Project nearby to the designated Pooling Sub station (PSS) of the Solar Park for a period not less than the complete term of PPA as per provisions of RfS.

(ii) BESSD's own cost and risk by……[Enter the date as on Six (6) Months prior to SCD], BESSD shall make Project financing arrangements (i.e. arrangement of necessary funds by the Battery Energy Storage System Developer towards 100 % project cost either by way of commitment of funds by the Company from its internal resources (by a resolution passed by the Board of Directors) and/or tie up of funds through a bank/financial institution by way of sanction of a loan or firm commitment letter agreeing to finance) for Projects(s) and shall provide necessary certificates to BSUL in this regard;

(iii) Detailed Project Report (DPR) of the Project, detailing out project configuration and proposed commissioning schedule of the Project.

(iv) The BESSD shall also submit to BSUL the relevant documents as stated above, complying with the Conditions Subsequent, within Six (6) months prior to SCD.

(v) The BESSD will have to submit the required documents to BSUL at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, BSUL shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.

(vi) The BESSD shall obtain all Consents, Clearances and Permits required for supply of power to BSUL/Buying Entity as per the terms of this Agreement. BSUL shall have no obligation to recommend to any department/agency or the Govt. for the grant/permission for the Project. The BESSD shall, on his own, obtain permissions/sanctions from Government authorities, if any required for establishing the project. Any steps that may be taken by ……..or BSUL in regard to grant of such consents and permits or any other approval to be taken by the BESSD shall only be a voluntary endeavor with no intention of being bound by any legal or binding obligation.

3.2 Consequences of non-fulfilment of conditions subsequent and financial closure

3.2.1 In case of non fulfilment of conditions subsequent as above , BSUL shall encash the Performance Bank Guarantee/Payment on Order Instrument / Insurance surety bond submitted by the BESSD, terminate this Agreement and remove the Project from the list of the selected Projects by giving a notice to the BESSD in writing of at least fifteen(15) days,

unless the delay (subject to the condition that BESSD has made/ is making all possible efforts) is not owing to any action or inaction on the part of the BESSD or caused due to a Force Majeure. Unless extended as per provisions of Article 3.2.1 of this Agreement in writing, the termination of the Agreement shall take effect upon the expiry of the 15th day of the above notice.

An extension, without any impact on the Scheduled Commissioning Date of the project, can however be considered, on the sole request of BESSD, on payment of Rs. 1000/- per day per MW + 18% GST to BSUL. Such extension charges are required to be paid to BSUL in advance, for the period of extension required. In case of any delay in depositing this extension charge, BESSD shall pay an interest on this extension charge for the days lapsed beyond due date of Financial Closure @ SBI-MCLR (1Year). In case such delay in making payment of the extension charges to BSUL is more than 7 days, the termination of the Agreement shall take effect upon the expiry of such 7th day. This amount will go into the Payment Security Mechanism. In case of the BESSD meeting the requirements of conditions subsequent and financial closure before the last date of such proposed delay period, the remaining amount deposited by the BESSD shall be returned by BSUL without interest. This extension will not have any impact on the Scheduled Commissioning Date unless approved by BSUL/ Buying Entity. Any extension charges paid so by the BESSD, shall be returned to the BESSD without any interest on achievement of successful commissioning within the Scheduled Commissioning Date, on pro-rata basis, based on the project capacity commissioned as on Scheduled Commissioned Date. However, in case the BESSD fails to commission the Contract Capacity by Scheduled Commissioning Date, the extension charges deposited by the BESSD shall not be refunded by BSUL.For the avoidance of doubt, it is clarified that this Article shall survive the termination of this Agreement.

3.2.2 In case of inability of the BESSD to fulfil the conditions specified in Article 3.1 due to any Force Majeure event, the time period for fulfilment of the Conditions Subsequent and Financial Closure as mentioned in Article 3.1, shall be extended for the period of such Force Majeure event. Further, any delay in adoption of tariff by the Appropriate Commission beyond sixty (60) Days from the date of application filed by BSUL or 120 days of PSA whichever is more, for adoption of tariff under Section 63 of the Act, shall entail a corresponding extension in condition subsequent timeline for financial closure as well.

In case of delay in obtaining connectivity by the SPPD, other than for any reason solely attributable to the BESSD, such delay may entail a corresponding extension in the condition subsequent fulfillment time period mentioned under Article 3.1.

3.2.3 Provided that due to the provisions of this Article 3.2.3, any increase in the time period for completion of conditions subsequent and financial closure mentioned under Article 3.1, shall also lead to an equal extension in the Scheduled Commissioning Date.

3.3 Performance Bank Guarantee/ Payment on Order Instrument

3.3.1 The Performance Bank Guarantee (PBG)/Payment on Order Instrument (POI) / Insurance surety bond having validity from the date of submission of PBG/ POI / Insurance surety bond until 9 months after the SCD submitted for a value of **……. Lakh/MW** (being a genuine pre-estimate as agreed by the Parties) to be furnished under this Agreement shall be for guaranteeing the commencement of the supply of power / energy up to the contracted capacity within the time specified in this Agreement.

3.3.2 The failure on the part of the BESSD to furnish and maintain the Performance Bank Guarantee/ POI / Insurance surety bond shall be a material breach of the term of this Agreement on the part of the BESSD.

3.3.3 If the BESSD fails to commence supply of power from the Scheduled Commissioning Date specified in this Agreement or any further extension thereof granted by BSUL, subject to conditions mentioned in Article 4.5, BSUL shall encash the Performance Bank Guarantee/ POI / Insurance surety bond equivalent to the amount calculated as per liquidated damages applicable under Article 4.6 as on the date of encashment without prejudice to the other rights of BSUL under this Agreement. It is to be noted that the damages/dues recovered by BSUL by encashing the PBG/ POI/ Insurance surety bond, upon the default of the BESSD under the PPA, shall be credited to the payment security fund maintained by BSUL or as per the mechanism to be notified by MOP/MNRE.

3.3.4 In the event of encashment of the Performance Bank Guarantee/ Payment on Order Instrument by BSUL in accordance with the terms of this Agreement, BSUL shall be liable to transfer the full amount for which the Performance Bank Guarantee/ Payment on Order Instrument is encashed by BSUL and no amount shall be deducted by BSUL from such encashed amount towards any administrative charges, taxes etc.

3.4 Return of Performance Bank Guarantee/ Payment on Order Instrument

3.4.1 Subject to Article 3.2 & 3.3, BSUL shall return / release the Performance Bank Guarantee/ Payment on Order Instrument / Insurance surety bond within 45 days after the successful Commissioning of the Project or any further extension thereof granted by BSUL, after taking into account any liquidated damages / penalties due to delays in commissioning as per provisions stipulated in this Agreement. Performance Bank Guarantee may be returned on pro-rata basis, within forty-five (45) Days, subsequent to commencement of supply from part-capacity of the Project, based on the request by the developer.

3.4.2 The return / release of the Performance Bank Guarantee/ Payment on Order Instrument / Insurance surety bond shall be without prejudice to other rights of BSUL under this Agreement.

3.5 Achievement of Financial Closure

The BESSD shall make Project financing arrangements and shall provide necessary certificates to BSUL in this regard to achieve Financial Closure, at the BESSD's own cost and risk, by the date as on 6 months prior to the SCSD/ extended SCSD

3.6 Consequences of non-achievement of Financial Closure

In case of a failure to submit the documents as above, BSUL shall encash the Performance Bank Guarantee/Payment on Order Instrument submitted by the BESSD and may terminate this Agreement and remove the Project from the list of the selected Projects by giving a notice to the BESSD in writing of at least seven (7) days. Unless extended as per provisions of Article 3.2.1 of this Agreement in writing, BSUL may terminate this Agreement upon the expiry of the 7th day of the above notice.

ARTICLE 4: CONSTRUCTION & DEVELOPMENT OF THE PROJECT

4.1 BESSD's Obligations

4.1.1 The BESSD undertakes to be responsible, at BESSD's own cost and risk, for the following:

a) The BESSD shall possess not later than 60 days from the date of Finacial Closure of PPA, the 100% (Hundred Percent) of the land identified for the Project in its name for a period not less than the complete Term of this Agreement. BESSD shall promptly comply with all the statutory / non-statutory, legal requirements including but not limited to signing of any agreement, payment of considerations etc. as per the offer made for the land. In this regard, the BESSD shall submit documents/ Lease Agreement to establish possession/ right to use 100% of the required land in the name of the BESSD. The BESSD shall submit a sworn affidavit from the authorized signatory of the BESSD listing the details of the land and certifying that total land required for the Project is under clear possession of the BESSD;

b) The BESSD shall be solely responsible and make arrangements for associated power evacuation infrastructure upto the pooling point for development of the Project for confirming the evacuation of power by the Scheduled Commissioning date and all clearances related thereto. Grid Connectivity at PGCIL, Orai shall be obtained by BSUL.

c) Obtaining solely at its cost and responsibility all Consents, Clearances and Permits as required and maintaining all Consents, Clearances and Permits in full force and effect during the Term of this Agreement. BSUL shall have no obligation to recommend to any department / agency or the Govt. for the grant/permission for the Project. The BESSD shall, on his own, obtain permissions/ sanctions from Government authorities, if any required for establishing and operating (including for Charging and Discharging from BESS) the project. Any steps that may be taken by BSUL in regard to grant of such consents and permits or any other approval to be taken by the BESSD shall only be a voluntary endeavour with no intention of being bound by any legal or binding obligation.

d) Designing, constructing, erecting, commissioning, completing and testing the Project in accordance with the applicable Law, the Grid Code, the terms and conditions of this Agreement and Prudent Utility Practices.

e) The commencement of power supply up to the Contracted Capacity to Buying entity not later than the Scheduled Commissioning Date and continuance of supply of power throughout the term of the Agreement;

f) Connecting the BESS project with the Interconnection Facilities at the designated pooling point; The BESSD shall make adequate arrangements to connect the BESS project with the Interconnection Facilities at Interconnection / Metering point. / on its own risk and cost.

g) Owning the Project throughout the Term of Agreement free and clear of encumbrances, except those expressly permitted under Article 15.

h) Maintaining its shareholding pattern as per provisions of the RfS Document.

i) Fulfilling all other obligations required to be undertaken by the BESSD under this Agreement for development of Project in Build, Own, Operate basis and supply of Solar-plus-BESS Capacity during Term of this Agreement and as per provisions of this Agreement, RfS and LOA.

j) The BESSD shall be responsible for directly coordinating and dealing with the Buying Utility , Load Dispatch Centres, CTU, STU , Regional Power Committees, and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of Stored Energy Capacity and due compliance with deviation and settlement mechanism and the applicable Grid code/State/Central Regulations, acknowledging that the BESSD and DISCOMs are the Grid connected entities and BSUL as an Intermediary Procurer is not a Grid connected entity in respect of the Solar-plus-Battery Energy Storage Capacity contracted under this Agreement.

k) The BESSD shall fulfil the technical requirements according to criteria mentioned under the Technical requirement for Project under the Guidelines and RfS.

l) Further, the Project being implemented under this Agreement shall fulfil the criteria as per Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, and subsequent amendments and clarifications thereof,

m) As part of scheduling of power / energy from / to the Project and DISCOMs for discharging /charging, the BESSD will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces of RLDC concerned for the corridor of power flow, as per the Regulations in force, under intimation to BSUL and in consultation with DISCOMs /Buying Entity. Buying Entity/DISCOMs will provide tentative day-ahead schedules, however, real-time discharging instructions will be given with two block advance notice. This notice shall consider cool-off time required for the BESS. The cooling period required for intermittent charging, intermittent discharging, reversal of cycle from charging to discharge and vice versa, shall be stated by the bidder in their proposal, as stated in the RfS, without fail. BSUL may facilitate in identification of any discrepancy and assist the BESSD for its early rectification without any liability on BSUL. The BESSD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices / penalty.

n) Making a payment of PSM Charges @Rs. 0.02/kWh to BSUL to the designated account as intimated by the BSUL towards Payment Security Fund as per clause 3.13 of the RfS, which states that, “Prior to declaration of commissioning of first part capacity of the Project, the BESSD shall furnish PSM Charges @Rs. 0.02/kWh to BSUL through DD/NEFT/RTGS. This fund shall form part of the Payment Security Fund maintained by BSUL for the Projects. Modalities of operationalization of the Payment Security Deposit will be notified by BSUL at appropriate stage based on the guidelines/orders issued by MOP/MNRE time to time. The above amount shall be credited to BSUL pro-rata to the part capacity being commissioned at that stage.

o) Deleted

p) BESSD will have to comply with the Discharging Schedule as intimated by RLDC/ DISCOMs. Frequent deviations from schedule by BESSD on account of commercial gain shall be considered under the material breach of this agreement.

q) For the Project being implemented under this Agreement, the BESSD shall submit a detailed completion Schedule for the Project prior to the signing of PPA. Broad details to be captured in the Schedule are the land procurement, order, supply and erection status of various Project components; financial arrangement/ tie up etc. The BESSD shall also submit the progress report to BSUL in a form acceptable to BSUL and shall contain percentage completion achieved compared with the planned percentage completion for each activity, and any such other information as required by BSUL. The BESSD shall be required to submit the progress status of Project to BSUL as and when requested by BSUL, strictly within the timelines provided by BSUL. Further, on 5th day of every calendar month, the BESSD shall be required to submit the Project progress status by Buying Entity. In case of failure to comply with the same, BSUL at its discretion, may or may not consider the SCD extension request of the BESSD, if any.

4.2 Information regarding Interconnection Facilities

4.2.1 The BESSD shall be required to obtain all information from the BSUL/CTU /concerned authority with regard to the Interconnection Facilities as is reasonably necessary to enable it to design, install and operate all interconnection facilities on the BESSD's side of the Delivery Point to enable injection / drawl of electricity at the Delivery Point. The transmission of power / energy to / from up to the point of interconnection where the metering is done for energy accounting shall be the responsibility of the BESSD at its own cost.

4.2.2 Penalties, fines and charges imposed by the CTU/ DISCOMs under any statute or regulation in relation to delay in commissioning of Project shall be payable by the BESSD to the extent the delay is attributable to the BESSD.

4.2.3 . Bidders need not to take any separate connectivity approvals from CTUIL/STU. However, developers are responsible for establishing connectivity to the designated pooling station through 33 kV cables/ Overhead line, at their own cost. The transmission of power up to the point of interconnection (33 kV level i.e., LV side of PTR) shall be the responsibility of the BESSD at its own cost. The maintenance of Transmission system up to the designated pooling point as per the applicable terms and conditions shall be the responsibility of the BESSD. All costs, charges and losses up to and including at the Interconnection Point associated with this arrangement will also be borne by the BESSD.

4.2.4 The arrangement of connectivity shall be made by the BESSD through a transmission line, if applicable. The entire cost of construction of infrastructure from the BESS project upto and including at the BSUL PSS interconnection point, construction of the Bay, bus bar protection relay augmentation with installation of protection and control panel and maintenance shall be borne by the BESSD.The maintenance of the transmission system up to the interconnection point shall be the responsibility of the BESSD, to be undertaken entirely at its own cost and expense. The SLDC / scheduling charges, other charges if any

shall be payable by BESSD.

All transmission losses as applicable for Transmission of Solar-plus-BESS Power upto the ISTS metering point shall be apportioned to SPDs @ SPD tariff and balance transmission losses upto delivery point shall be borne by BESSD. The illustration for apportionment of transmission losses is mentioned at **Appendix -2** of SCC. All expenses including ISTS Transmission charges and Transmission losses in relation to the transmission beyond the Metering Point shall be borne by the Buying Entity.

4.2.5 Treatment of CTU Charges (if any) / losses shall be as per the extant regulation / orders / guidelines.

4.2.6 Following studies may be conducted (not limited to below) by BESS Developer(s) as per requirements of CTU:

i. Harmonic studies considering network and BESS system along with flicker studies

ii. Transient and dynamic studies

iii. Small signal stability studies

iv. Sub-Synchronous Oscillations/ Sub-Synchronous Resonance / Sub-Synchronous Torsional Interaction studies

v. Sub-synchronous control interactions studies between different converter-based equipment.

vi. Any other studies stipulated by CTU.

4.2.7 In addition, BESS system shall need comply to requirements/performance parameters stipulated in Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 and its amendments.

4.2.8 Communication Equipment Requirement at BESS end shall be as per stipulations of CTU.

4.2.9 **Communication Equipment Requirement at CTU end shall be as per stipulations of CTU:**

BESSD will provide communication equipment's as per Regulations on Communication System for transmission of electricity and other Regulations/Procedures (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA).

4.3 Purchase and Sale of Contracted Capacity:

4.3.1 Subject to the terms and conditions of this Agreement, the BESSD undertakes to sell to BSUL for onward sale to DISCOMs / Buying Entity under PSA and BSUL undertakes to pay Applicable Tariff to BESSD after deduction of charges towards solar power, trading margin, facilitation charges, other charges, if any, under this Agreement for the Contracted Capacity at the Delivery Point. The transmission losses upto the PGCIL Grid Sub station at Orai shall be to the account of respective SPDs as per Illustration attached

at **Appendix-2** of SCC.

4.4 Right to Contracted Capacity:

4.4.1 BSUL, in any Contract Year, shall not be obliged to off-take any capacity beyond / over and above Contracted Capacity.

The Contracted Capacity from the Solar-plus-BESS Project depends upon the final configuration selected by the Buying Entity/DISCOM during the execution of the PSA. Under this framework, Solar + BESS capacity in *Configuration-I of "75MW/ 200 MW / 1200 MWh"* will be obligated to deliver annual energy as per **Table at Sl no 4.4.2**, whereas in *Configuration-II of "150MW/200 MW / 800 MWh"* will be obligated to deliver annual energy as per **at Sl no 4.4.2**.

The BESS Developer (BESSD) shall procure the entire solar power generated from the co-located blocks at the 1200 MW Jalaun Solar Park, utilizing it to charge the BESS, supply solar power and shall bear sole responsibility for scheduling Solar-plus- BESS energy to fulfill the delivery commitments under the selected configuration. The Buying Entity/DISCOM shall be obligated to off-take the combined Solar-plus-BESS energy as per selected configuration at the designated Delivery Point (i.e., PGCIL GSS). The details are provided in the following tables:

4.4.2 **Configuration-I and Configuration-II:**

Configuration – I								
Location	SOLAR Scheduling at CUF-23%			BESS - 800MW / 4800 MWh				
	(MW)	Min MU	Max MU	Contracted BESS MW/ MWh		BESS output Annual (MU)	Max BESS charging req. (MU)	Solar Tariff chargeable to BESSD
(A)	**(B)**	**(C)**	**(D)**	**(E)**	**(F)**	**(G)**	**(H)**	**(I)**
Madhogarh	75	76	150	200	1200	438	516	2.61
Madhogarh	75	76	150	200	1200	438	516	2.61
Pathrahi	75	76	150	200	1200	438	516	2.62
Orai	75	76	150	200	1200	438	516	2.62
TOTAL	**300**	**304**	**600**	**800**	**4800**	**1752**	**2064**	

Configuration – II								
Location	SOLAR Scheduling at CUF-23%			BESS - 800MW / 3200 MWh				
	(MW)	Min MU	Max MU	Contracted BESS MW/ MWh		BESS output Annual (MU)	Max BESS charging req. (MU)	Solar Tariff chargeable to BESSD
(A)	**(B)**	**(C)**	**(D)**	**(E)**	**(F)**	**(G)**	**(H)**	**(I)**
Madhogarh	150	170	322	200	800	292	344	2.61
Madhogarh	150	170	322	200	800	292	344	2.61
Pathrahi	150	170	322	200	800	292	344	2.62
Orai	150	170	322	200	800	292	344	2.62
TOTAL	**600**	**680**	**1286**	**800**	**3200**	**1168**	**1376**	

The payment to be made to the SPDs for procurement of solar power by BESSD shall be recovered from the BESSD from the payment due for supplying Solar-plus- BESS energy (wherein solar energy shall be as per range specified in Column C & Column D and BESS energy as per Column G) to Buying Entity. The solar tariff at Column (I) excludes additional margin of 12 paisa per unit i.e trading margin @7 paisa per unit payable to BSUL and facilitation charge@5 paisa per unit payable to GoUP. The additional margin of 12 paisa per unit shall be recovered from BESSD for all the power injected into the grid at ISTS-CTUIL delivery point.

In accordance with the agreement between BSUL and SPDs, the SPDs shall be obligated to provide the Solar power from the above solar project upto Maximum of 110% (2660 MU) and Minimum of 85% (2056 MU) of the Contracted energy (2419 MU) mentioned above in the table at Sl. No.1 above. If the SPD is not able to supply Minimum 85% of above energy to BESSD, then penalty @ 1.5 times the solar tariff (Column I) shall be payable to the BESSD by the SPDs/BSUL for any shortfall of energy not supplied below 85%.

The BESS Developer shall be obligated to off-take the entire solar power generated by the respective Solar Power Developers (SPDs) within the specified operating range of 85% to 110%, as detailed above. In the event that the BESSD fails to off-take this scheduled power for reasons other than a Force Majeure event, the BESSD shall be liable to pay the Solar Tariff for the shortfall energy to enable BSUL to remit the same to SPDs, however, such liability and penalty payment shall only trigger once the cumulative duration of reduced off-take exceeds 175 hours within a given Contract Year.

Any shortfall in the energy required for charging of BESS along with supply of solar energy as per applicable configuration shall be arranged by the BESSD on its own from other RE source. The BESSD can, however, source up to 10% RE power (in energy terms), on annual basis, from the green market sources/bilateral agreements, towards meeting the supply conditions stipulated in the RfS/PPA.

Further, the BESSD shall firstly, exhaust the energy allocation from the above co-located solar power projects before going for any other RE Source.

For instance, as per **Configuration-II,** a Project Capacity of 150MW/200 MW/800 MWh, Contracted BESS Capacity shall be 200MW/800 MWh under the PPA. Accordingly, for a Contracted BESS Capacity of 200 MW/800MWh, the PPA shall entitle the off-taker to schedule discharge upto 800 MWh of energy from the BESS in each cycle of four hours, subject to the following:

i. BESSD shall install the BESS capacity so as to schedule power at the rate of contracted capacity to Buying Entity and schedule charging of the BESS with equal amount of energy plus energy expected to be lost as conversion losses (determined from the guaranteed Round-Trip Efficiency (RtE) @85% of the system).

Illustration:

For a Contracted BESS Capacity of 200MW / 800MWh, assuming an RtE of 85%, BESSD shall install the capacity of 942 MWh (800/0.85) and schedule charging power to the tune of 942 MWh, to discharge 800 MWh as per the desired schedule.

ii. Energy scheduled for discharge in a given cycle during a year shall be more than or equal to the Min. Dispatchable Energy Capacity at the End of Year as specified in Clause 4.4.4 (iv) below.

The total Project Capacity (Solar-plus-BESS) shall be for supply to and offtake by BSUL/End Procurer and there will be no merchant capacity. The BESSD shall adhere to the specifications and performance requirements laid out in the RfS for setup of BESS.

For instance, under selection as per **configuration-II,** Power rating of 800 MWh (200 MW x 4 hours) BESS will be 200 MW, i.e. the Maximum value of the active output at the Delivery Point. Input power shall be provided by SPDs at inter-connection point of PSS for contracted capacity as illustrated in **4.4.2**. The energy rating of 800MWh of the BESS system will be the dispatchable capacity at SCSD of the system as measured at the Delivery Point. Terms and definitions of terminologies related to BESS shall be as defined in IEC 62933-2-1.

4.4.3 It is to clarify that there shall be no discharging from BESS by Buying Entity between 08:00 hrs to 17:00 hrs. However, if 4-hour/6-Hour discharging session has been completed by Buying Entity in one or two sessions, BESSD is allowed to start charging activity immediately after completion of 4-hours / 6-Hour of discharging and considering the cooling time for BESS as per RfS provisions. The next discharging cycle shall start from 18:00 hrs onwards considering 1-hour cooling time. The BESSD shall make the BESS available for single operational cycle per day, i.e. single complete charge-discharge cycles per day. Discharging from the BESS shall be solely as per the-schedule by Buying Entity / RLDC and Buying Entity will provide tentative day-ahead schedules, however, realtime discharging instructions will be given with two-block advance notice. This notice shall consider cool-off time required for the BESS. The cooling period required for intermittent charging, intermittent discharging, reversal of cycle from charging to discharge and vice versa, shall be stated by the bidder in their proposal, as stated in the RfS, without fail. However, BESSD shall be obligated for BESS to be discharged in one or two separate discontinuous spells per cycle.

4.4.4 Following provisions shall be applicable on the entire capacity guaranteed to be off taken by BSUL/Buying Entity;

i. The procurement shall be in Energy (MU) terms. The BESSD shall install, operate and maintain the BESS to offer discharge energy to End Procurer "on scheduling basis". The BESSD shall guarantee a **Minimum BESS Energy of 85%** on Annual basis and **Minimum BESS Energy of 75%** on Monthly basis. The BESSD shall pay the penalty @1.5 times the discharge energy tariff (PPA Tariff) for any shortfall on Monthly and Annual basis for BESS energy which shall enable BSUL to remit the amount to Buying Entity under PSA to make up for losses due energy not made available to the Buying Entity.

It is hereby clarified that the BESS should be designed to provide a Maximum of **6 hours in configuration I** & **4 hours in configuration -II** of discharging capacity as per selection in either configuration. However, Buying Entity, at its sole discretion, can schedule the discharging of the BESS in one or two sessions each day except during the Charging Window provided to BESSD during solar hours.

Illustration:

Configuration-I

S No.	Session-I	Session-II
1	6 hours	-
2	3 hours	3 hour
3	4 hours	2 hours
4	2 hour	4 hours

Configuration-II

S No.	Session-I	Session-II
1	4 hours	-
2	3 hours	1 hour
3	2 hours	2 hours
4	1 hour	3 hours

The BESSD shall also declare power availability of **Solar energy** on Day Ahead Basis on receipt from SPD. For any shortfall in the supply of solar energy to the Buying Entity as procured from SPDs, BESSD shall be liable to pay a penalty to BSUL for shortfall solar energy @1.5 times of solar tarrif as received from for the SPD.

ii. "Availability" of the project shall mean the ability of the BESS to execute a function i.e. discharging of energy in MU terms, when called upon to do so, as per the schedule or signal provided by the off-taker, subject to the Minimum system ratings specified herein. In addition, the BESSD shall also demonstrate, on annual basis, 100% of the Minimum dispatchable energy of the BESS at the delivery point. Monthly energy shall be calculated for each month and on the basis of Monthly energy, Annual Energy shall be calculated. For a given PPA, the Monthly Energy guarantee shall commence from the date of commissioning of the system.

iii. The penalty for not - available capacity with reference to contracted capacity below 75% in MU terms shall be settled on Monthly basis and if it is not able to settle in the same / current month, it will be carried forward for settlement in subsequent month(s).

iv. The nameplate ratings shall be achievable during discharge for the full range of environmental conditions at the project site when the battery is fully charged. In any case, the BESS shall be capable of being discharged at reduced power levels from that specified above. However, the energy discharged from the battery shall not require to be greater than the nameplate watt-hour rating specified herein.

v. Buying Entity shall, in accordance with Applicable Laws and Regulations thereunder, issue instructions to the BESSD though BSUL for despatch of electricity to the Grid during such period and in such volume as it may specify in its instructions. The BESSD shall clearly specify the maximum recovery times required to restore the BESS for functional availability between duty cycles. The Maximum allowed cooling time between Charge to Discharge or Discharge to Charge would be 1 hr.

vi. **Operational Window:** Operational Window shall mean the expected hours/duration of system (capacity) availability on each day during the term of the Contract, excluding:

a. Maximum BESS recovery time as specified in this document

b. Grid Outages (duly certified to this effect by the Grid Operator)

vii. Deleted

viii. In addition to above, the BESSD shall also submit Available Energy Test Report for the Project Capacity as per IEC 62933-2-1 on Annual basis.

ix. It shall be the responsibility of the BESSD to make periodic replacements / replenishments of system capacities at its own cost to ensure annual guaranteed system ratings, if and when required, up to the Term of the Contract. Outage time as a result of replacement will also be counted as an "Accountable BESS Outage" for the purpose of computing BESS Availability.

x. Pursuant to the provisions as above, the BESSD shall plan the despatch of electricity and convey its availability for scheduling thereof by the RLDC / SLDC and shall supply electricity in accordance with the provisions of the Grid Code and the Electricity Act, 2003. The BESSD shall adhere to all the technical requirements as brought out in the RfS. The BESS shall conform to all the applicable CEA Standards for connectivity, metering, communication with the grid operators, etc and CERC/SERC Regulations.

4.4.5 **Shortfall in Meeting Performance Criteria:**

Following provisions shall be applicable on the Contracted Capacity to be offtaken by DISCOM/Buying Entity:

i. Shortfall in Generation:

Subsequent to COD of full Project/Contracted Capacity (Solar-plus-BESS), in case the monthly Generation by the BESSD is less than the Minimum as specified in the PPA, such shortfall in performance shall make the BESSD liable to pay the penalty provided in the PPAto BSUL to enable BSUL to remit the amount to Buying Entity.

- **Illustration for applicable penalty on Solar Energy Generation.**

  Penalty on account of shortfall in meeting the Minimum Solar Generation energy (i.e., B < A) will be computed as follows:

  Penalty in Rs. = (A – B) x D x 1.5 where,

  A is Minimum Guaranteed Monthly Solar Generation (kWh);
  B is Actual Monthly solar generation (kWh),

  D is solar energy tariff (@Rs 2.61 or Rs. 2.62) as discovered through bidding process of selection of SPD;

  It is clarified that the calculation of Generation will not include the planned outage as declared by the BESSD. However, in case the BESSD notifies any outage outside the planned outage hours, while the Buying Entity may not actually schedule any power injection/drawl during those outage hours, such hours will be covered in calculating the Annual Availability.

- **Illustration for applicable penalty on BESS Energy transmission.**

  Any shortfall in supply of **BESS Power** below the contracted energy by the Buying Entity shall attract penalties and the same shall be dealt as per the PPA. Such shortfall shall be permissible up to 75% on Monthly basis and upto 85% on Annual basis of the BESS contracted energy by the Buying Entity during Non-Solar Hours. The monthly shortfall will be calculated such that penalty will be levied on the Monthly shortfall below 75% of the contracted BESS capacity. For the annual shortfall below 85 % of the contracted BESS capacity, penalty will be calculated annually. In a Contract Year, the higher of these two penalties viz. Monthly shortfall and Annual shortfall shall be applicable, and the remaining penalty amount (based on difference of applicable penalty for that Contract Year and the cumulative penalty already levied for the previous 11 months in that Contract Year) shall be levied in the last month of the Contract Year.

  It is hereby clarified that the penalty on account of shortfall in meeting the minimum annual energy requirement (for hours other than Non Solar hours) shall be levied separately on annual basis.

  For example, considering energy supply during Non-Solar Hours for a particular month, the BESSD was required to supply 5 MUs during Non Solar Hours and the BESSD supplies 3 MUs during this month, then the applicable penalty for shortfall in supply during Non Solar Hours for this month will be Rs. 28.12 Lakhs [(0.75 x 5 – 3) x 2.50 x 1.5] (considering the tariff of Rs. 2.5/kWh). Further, if for a Contract Year, the sum of penalties for all the 12 months for Non Solar shortfall comes out to be Rs. 50 Lakhs and the penalty for Non Solar shortfall on annual basis comes out to be Rs. 60 Lakhs, the applicable penalty for that Contract Year shall be Rs. 60 Lakhs. If the penalty levied on the BESSD till 11 months (for shortfall in Non Solar hour availability) of that Contract Year is Rs. 49 Lakhs, the penalty to be imposed in the last month will be Rs. 11 Lakhs. This penalty will be in addition to the penalty for shortfall in meeting supply of power in solar hours.

In order to allow optimization of operation of RE, the BESSD is allowed to supply power, in excess of contracted capacity, to any third party or power exchange without requiring any No-Objection Certificate (NOC) from the Procurer. The BESSD may also sell the power which was offered on day ahead basis to the Procurer (within Contracted Capacity) but not scheduled by the Procurer, to any third party or in power exchange without requiring NOC from the Procurer as per applicable regulations. It may be noted that at any instance of energy supply from the Project, priority shall be given by BESSD to meet the power supply requirements as per PPA, before selling any quantum in the open market. Any instance of third-party sale of power from the Project by the BESSD, while the supply commitments under the PPA remains unfulfilled, shall constitute a breach of BESSD's obligations under the PPA and render the BESSD liable for penalty @1.5 times of PPA Tarrif. This penalty will be levied over and above the penalty for shortfall in meeting the supply of contracted capacity to the Buying Entity.

However, in case at any point of time, the peak of capacity reached is higher than the contracted capacity and causes disturbance in the system at the point where power is injected, the BESSD will have to forego the excess generation and reduce the output to the rated capacity and shall also have to pay the penalty/charges (if applicable) as per applicable regulations / requirements / guidelines of CERC / SERC /SLDC or any other competent agency.

Any energy produced and flowing into the grid before Scheduled Commencement of supply Date shall not be at the cost to BSUL. BSUL may however agree to buy such power at their discretion provided the End Procurer consents for purchase of such power at the PPA Tariff (plus Applicable trading margin).

In case, solar PV component to be utilized for BESS charging is ready for injection of power into the grid, but the corresponding BESS component is unable to commence supply of power, the BESSD will be allowed to commence power supply from solar PV component which is ready, outside the ambit of PPA, with first right of refusal for such power being vested with the Buying Entity/BSUL. In case Buying Entity/BSUL decides to buy such discrete component's power outside the PPA, such power shall be purchased @ SPD Tariff as mentioned in table 6 of Section 3B @ Rs. 2.73/ Rs. 2.74 or 50% of the PPA tariff whichever is lower.

4.4.6 **Generation Compensation in offtake constraints**

a Generation Compensation in offtake constraints due to Grid Unavailability:

During the operation of the plant, there can be some periods where the Project can generate power but due to temporary transmission unavailability, the power is not evacuated, for reasons not attributable to the BESSD. In such cases, subject to the submission of documentary evidences from the competent authority, the generation compensation shall be restricted and payable by BSUL as under:

Duration of Grid unavailability	Provision for Generation Compensation
Grid unavailability beyond 175 hours in a Contract Year	***Generation compensation = (tariff x RE power (MW) offered but not scheduled by Procurer) X 1000 X No. of hours of grid unavailability*** However, in case of third party sale or sale in the power exchange, as price taker, the 95% of the amount realized, after deducting expenses, shall be adjusted against the Generation compensation payable, on Monthly basis.

Compensation (if any) calculated as per above provision, will be paid to the BESSD on an annual basis.

b **Payment in case of Reduced offtake:**

The BESSD shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. In case the plant is available to supply power but the off take of power is not done by BSUL, including non-dispatch of power due to non- compliance with "Electricity (Late Payment Surcharge and Related Matters) Rules, 2022 notified by the Ministry of Power vide Gazette notification dated 3rd June 2022" and any clarifications or amendment thereto, considering the principle of "must run" status for RE Power, the BESSD shall be eligible for payment from BSUL, corresponding to the reduced off take, in terms of following manner:

Reduced Off-take	Generation Compensation
Provision for Generation Compensation Reduced off-take beyond 175 hours in a Contract Year	Generation Compensation= ***(Tariff X RE Power (MW) offered but not scheduled by the Buying Entity) X 1000 X no. of hours of Reduced Off take.*** However, in the case of third-party sale or sale in the power exchange, as price taker, the 95% of the amount realized, after deducting expenses, shall be adjusted against the Generation compensation payable, on monthly basis.

c For claiming compensation, the BESSD must sell their power in the power exchange as a price taker. Thus, the compensation would be limited to the difference of the actual generation up to declared capacity subject to a maximum of up to the Contracted Capacity and the quantum of power scheduled by the BSUL.

d The BESSD shall be eligible for payment from the BSUL, corresponding to the reduced offtake of power as per above mentioned methodology. The Payment is to be done as part of the energy bill for the successive Month after receipt of Energy Accounts (REA)/SEA/JMR. The BESSD shall not be eligible for any compensation in case the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions or

Force Majeure.

For claiming compensation, the generator must sell their power in the power exchange as price taker. Thus, the compensation would be limited to the difference of the actual generation up to the declared capacity subject to a maximum up to the contracted capacity and the quantum of power scheduled by the procurer.

4.5 Extensions of Time

4.5.1 In the event that the BESSD is prevented from performing its obligations under Article 4.1 by the Scheduled Commissioning Date due to:

a) delay in adoption of the Tariff by the Appropriate Commission; or
b) any BSUL Event of Default; or
c) delay in construction of the Internal Power Evacuation Infrastructure and obtaining connectivity by SPPD for reasons not attributable to the BESSD; or
d) Force Majeure Events affecting BSUL/ Buying Entity, or
e) Force Majeure Events affecting the BESSD,

the Scheduled Commissioning Date and the Expiry Date shall be deferred for a reasonable period but not less than 'day for day' basis, to permit the BESSD or BSUL/ Buying Entity through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the BESSD or BSUL/Buying Entity, or till such time such Event of Default is rectified by BSUL.

4.5.2 Any delay in adoption of tariff by the Appropriate Commission, beyond 60 days of submission of petition to Commission or 120 days from the date of Power Sale Agreement (PSA) whichever is more, shall entail a corresponding extension in Scheduled Commencement Supply Date (SCSD).

4.5.3 In case of extension due to reasons specified in Article 4.5.1(d) and (e), and if such Force Majeure Event continues even after a maximum period of 180 days from the date of the Force Majeure Notice, any of the Parties may choose to terminate the Agreement as per the provisions of **Article 11**. In case neither party terminates the Agreement under this clause, the Agreement shall stand terminated on the expiry of twelve (12) months of the continuation of the Force Majeure event unless the parties mutually agree to extend the Agreement for the further period.

4.5.4 If the Parties have not agreed within thirty (30) days after the affected Party's performance has ceased to be affected by the relevant circumstance, on the time period by which the SCD or the Expiry Date should be deferred, either Party may raise the Dispute to be resolved in accordance with Article 16.

4.5.5 As a result of such extension on account of Article 4.5.1 or Article 4.5.2, the newly determined Scheduled Commissioning Date and newly determined Expiry Date shall be deemed to be the Scheduled Commissioning Date and the Expiry Date for the purposes of this Agreement.

4.5.6 In case there is a delay in readiness of the **Pooling Sub station (PSS)**, including readiness of the power evacuation and transmission infrastructure of the BSUL network until SCD of

the Projcet, or delay in grant/operationalization of Grid Access, and it is established that:

i. The BESSD has complied with the complete application formalities as per Article 4.2.4 of this Agreement,

ii. The BESSD has adhered to the applicable Regulations/Procedures in this regard as notified by the CERC/CTU, and

iii. The delay in grant of connectivity by the CTU to BSUL and/or delay in readiness of the Pooling Sub station (PSS), including readiness of the power evacuation and transmission infrastructure of the BSUL/CTU network, is a factor attributable to the BSUL/CTU and is beyond the control of the BESSD;

4.5.7 The above shall be treated as delays beyond the control of the BESSD and SCD for such Projects shall be revised as the date as on 30 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of the Grid Access. Decision on requisite extension on account of the above factor shall be taken by BSUL. In case of change in project location by the BESSD, extension requests under this Article shall be dealt by BSUL on case-to-case basis. In case of delay in commissioning of Project due to reasons beyond the reasonable control of the BESSD, BSUL may extend the SCD after examining the issue on a case-to-case basis. Delay in commissioning of the project beyond the scheduled commissioning date for reasons other than those specified in Article 4.5.1 & Article 4.5.2 shall be an event of default on part of the BESSD and shall be subject to the consequences specified in the Article 4.6.

4.6 Liquidated Damages not amounting to penalty for delay in Commissioning

4.6.1 The Project shall be fully commissioned within the Scheduled Commissioning Date as defined in this Agreement. If the BESSD is unable to commission the Project by the Scheduled Commissioning Date for the reasons other than those specified in Article 4.5.1 & Article 4.5.2, the BESSD shall pay to BSUL, damages for the delay in such commissioning and making the Contracted Capacity available for dispatch by the Scheduled Commissioning Date as per the following:

(a) **For Delay in Commissioning up to 6 (six) months from the SCD or the extended SCD (if applicable):**

For such case, as part of the liquidated damages, the total PBG/POI/Insurance surety bond amount for the Project shall be encashed on per-day basis and proportionate to the balance capacity not commissioned. For the purpose of calculations of the liquidated damages, 'month' shall be considered consisting of 30 days. As an alternative to the above encashment of PBG/POI/Insurance surety bond, the BESSD may choose to make a payment of the amount corresponding to the liquidated damages, directly to BSUL. The BESSD shall intimate to BSUL, its chosen alternative out of the two options, within 10 business days of intimation of the liquidated damages to the BESSD, as calculated by BSUL. In case no response is received from the BESSD until the lapse of the above deadline, BSUL shall encash the PBG/POI/ Insurance surety bond for the amount as per the liquidated damages. In case the BESSD chooses to make necessary payments in lieu of the liquidated damages, the said payment shall be

credited to BSUL's account through NEFT payment, not later than 5 business days from the above intimation by the BESSD. In case of non-payment by the BESSD within the above deadline, the PBG will be encashed by BSUL on the next business day.

(b) **For Delay in Commissioning beyond 6 (six) months from the SCD or the extended SCD (if applicable):**

The PPA capacity shall stand reduced/amended to the Project Capacity commissioned, the entire PBG/POI/ Insurance surety bond will be encashed by BSUL, and the PPA for the Project shall stand terminated for the balance un-commissioned capacity. Accordingly, Contracted Capacity will also stand reduced to Project Capacity commissioned as of six months from the SCD.

(c) For avoidance of doubt it is clarified that provisions of Article 4.6.1 will be applicable even in cases where no capacity (**i.e. 0 MW**) is commissioned.

4.6.2 Not Used.

4.6.3 The BESSD further acknowledges and accepts that the amount of the liquidated damages as specified above is a fixed, genuine and reasonable pre-estimate of the damages that may be suffered by BSUL/ Buying entity. BESSD further acknowledges that a breach of any of the obligations contained herein result in injuries and that the amount of the penalty or the method of calculating the penalty specified in this Agreement is a genuine and reasonable pre-estimate of the damages that may be suffered by the BSUL in each case specified under this Agreement.

4.7 Acceptance/Performance Test

4.7.1 Prior to synchronization of the Project, the BESSD shall be required to get the Project certified for the requisite test including for safety as may be laid down by Central Electricity Authority or an agency identified by the State government to carry out testing and certification for the Battery Energy Storage projects. Further, BESSD shall ensure that all technical, acceptance and performance criteria as specified in RfS Documents and Guidelines are also complied and maintained.

4.8 Third Party Verification

4.8.1 The BESSD shall be further required to provide entry to the site of the Project free of all encumbrances at all times during the Term of the Agreement to BSUL (or its authorized representatives) and a third Party nominated by any Indian Governmental Instrumentality for inspection and verification of the works being carried out by the BESSD at the site of the Project. The BESSD shall provide full support to BSUL and/or the third party in this regard.

4.8.2 The third party may verify the construction works/operation of the Project being carried out by the BESSD and if it is found that the construction works/operation of the Project is not as per the Prudent Utility Practices, it may seek clarifications from BESSD or require the works to be stopped or to comply with the instructions of such third party.

4.9 Breach of Obligations

4.9.1 The Parties herein agree that during the subsistence of this Agreement, subject to BSUL being in compliance of its obligations & undertakings under this Agreement, the BESSD would have no right to negotiate or enter into any dialogue with any third party for the sale of Contracted Capacity which is the subject matter of this Agreement. It is the specific understanding between the Parties that such bar will apply throughout the entire term of this Agreement.

4.10 Minimum Equity Lock-In

The successful bidder, if being a single company, shall ensure that its shareholding in the company executing the PPA shall not fall below 51% (fifty-one per cent) at any time prior to 1 (one) year from the SCSD except with the prior approval of the BSUL. In the event the successful bidder is a consortium, then the combined shareholding of the consortium members in the company executing the PPA, shall not fall below 51% at any time prior to 1 (one) years from the SCSD, except with the prior approval of the BSUL. Further, the successful bidder shall ensure that its promoters shall not cede control of the bidding company/ consortium till 1 (one) years from the SCSD, except with the prior approval of the BSUL.

ARTICLE5: SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION

5.1 Synchronization, Commissioning and Commercial Operation

5.1.1 The BESSD shall give the concerned RLDC, BSUL and DISCOMs / Buying Entity at least sixty (60) days' advanced preliminary written notice and at least thirty (30) days' advanced final written notice, of the date on which it intends to synchronize the BESS Project to the Grid System.

5.1.2 Subject to Article 5.1.1, the Project may be synchronized by the BESSD to the Grid System when it meets all the connection conditions prescribed in applicable Grid Code then in effect and otherwise meets all other Indian legal requirements for synchronization to the Grid System.

5.1.3 The synchronization equipment and all necessary arrangements / equipment including RTU / any other equipment for charge and discharge of power from the BESS Project and transmission of data to the concerned authority as per applicable regulation shall be installed by the BESSD at its facility of the Project at its own cost. The BESSD shall synchronize its system with the Grid System only after the approval of synchronization scheme is granted by the head of the concerned substation/Grid System and checking/verification is made by the concerned authorities of the Grid System.

5.1.4 The BESSD shall immediately after each synchronization/tripping of system, inform the sub-station of the Grid System to which the Project is electrically connected in accordance with applicable Grid Code under intimation to BSUL and the buying entity. In addition, the BESSD at its own risk and cost, will be required to arrange for the charging and discharging of power for carrying out operational/ functional test prior to commercial operation as well as for commissioning of the BESS Project. For avoidance of doubt, it is clarified that Synchronization / Connectivity of the BESS Project with the grid shall not to be considered as Commissioning of the Project.

5.1.5 The BESSD shall commission the BESS Project within eighteen (18) Months from the Effective Date of PPA in line with provisions of the SERC/CERC (Indian Electricity Grid Code) Regulations, 2023, as amended from time to time. In line with this regulation, the BESSD proposing the Project, or its part, for commissioning, shall give to the BSUL and the Buying Entity, a preliminary notice not later than 60 days prior and advance notice not later than 30 days prior to the proposed commissioning date. Declaration of SCD/USCD shall only be done subject to the demonstration of the compliances as per provisions of the SERC/CERC (Indian Electricity Grid Code) Regulations, 2023, as amended from time to time.

5.1.6 Part commissioning of the Project, without imposition of any liquidated damages in terms of the PPA, shall be accepted by BSUL subject to the condition that the minimum part commissioning capacity for the 1st part will be 50% of the BESS project capacity at each of the project locations. The total number of instalments in which a Project can be commissioned will not be more than 3, i.e., 1st initial instalment of 50% of the project capacity as the case may be and 2 subsequent instalments. However, the SCD will not get

altered due to part commissioning. Irrespective of dates of part commissioning or full commissioning, the PPAwill remain in force for the Term as defined in this Agreement.

5.1.7 The Parties agree that for the purpose of commencement of the BESS capacity by the BESSD to BSUL, liquidated damages for delay etc., the Scheduled Commissioning Date (or extended Scheduled Commissioning Date) as defined in this Agreement shall be the relevant date.

5.1.8 The BESSD shall submit requisite documents as mentioned below, at least 30 days prior to trial run of the Project –

i. Intimation regarding the timeline for commencement of supply of power from the Project.

ii. Copy of Connectivity details.

iii. Installation report duly signed by the authorized signatory. The BESSD is advised to take due care in furnishing such Installation Report.

iv. CEI/CEIG (as applicable) report containing approval for all the components, including Batteries, inverters, transformers, transmission system and protection system, along with all annexures/attachments. It would be the responsibility of the BESSD to obtain the certificate.

v. Approval of metering arrangement/scheme from STU / any other concerned authority as applicable.

vi. Plant Layout, Plant (AC & DC) SLD.

vii. Affidavit certifying that the BESSD has obtained all the necessary approvals for commencement of power supply from the Project, and indemnifying BSUL against any discrepancies in the above details.

viii. Affidavit from the BESSD certifying possession of land identified for the Project, bearing the details of such land parcels where Project is located, and indemnifying BSUL against any discrepancies in the above details.

ix. Documents to establish the compliance of technical requirement as per PPA/RfS.

x. Invoices against purchase of the Batteries, Inverters/PCUs, SCADA and BMS along with the summary sheet containing the list of all the invoices, inverters including details and number of items. Lorry Receipts for delivery of Project components at site along with certified summary sheet by the authorized signatory.

5.1.9 The BESSD shall be permitted for Commencement of Power Supply from full as well as part Contracted Capacity even prior to the SCSD subject to availability of transmission connectivity. Even in case of early part/full Commencement of Power Supply, the PPA will remain in force for a period of twenty-five (25) years from the SCSD/extended SCSD.

5.1.10 There can be part Commencement of Power Supply from the Contracted Capacity. Part Commencement of Power Supply from the Project shall be accepted by BSUL subject to the condition that the minimum capacity for acceptance of first and subsequent part(s) shall be 50 MW BESS capacity with corresponding MWh (with the last part being the

balance Contracted Capacity), without prejudice to the imposition of penalty, in terms of the PPA on the part which has not yet commenced supply of power.

5.1.11 The BESSDs will be free to reconfigure and repower various components of the Project configuration from time to time during the PPA duration at its own risk and cost, pursuant to Articles 3.3 and 4.4 of this Agreement. However, BSUL will be obliged to buy power only up to the Contracted Capacity as per this Agreement.

It is clarified that BSUL shall bear no responsibility in declaration of commissioning/COD of the Project. However, on the basis of above documents, the BESSD shall be required to obtain No-objection certificate (NOC)/PPACompliance Certificate from BSUL prior to declaration of commissioning/SCD of the Project.

BSUL's scope will be limited to verifying the installation of rated capacity(ies) of the Project, as per the SCD certificate submitted by the BESSD. This verification will be at BSUL's discretion and shall not constitute any certification/confirmation of commissioning/SCD of the Project by BSUL. Prior to declaration of commencement of power supply, the BESSD shall submit SCD certificate for the corresponding Installed Capacity which has commenced power supply to BSUL as part of the requisite documents.

5.1.12 Early Commissioning

The BESSD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the Scheduled Commissioning Date.

Early commissioning of the Project will be allowed solely at the risk and cost of the BESSD, and BSUL may purchase the BESS capacity from such early commissioned Project at PPA tariff against the Contracted Capacity on consent of Buying Entity.

The developer shall give fifteen (15) days advance notice to the Procurer(s) regarding the advance commissioning of full or part capacity. The Procurer(s) shall give acceptance for availing such capacity within 15 days from the date of service of notice.

5.1.13 Commissioning Schedule and Penalty for Delay in Commissioning

a The scheduled commissioning of supply date (SCSD) for commissioning of the BESS Project shall be the date as on **18 months from the Effective Date of PPA.**

The BESSD shall also coordinate with the SPDs to procure the solar power for scheduling as well as charging of BESS.

b The maximum time period allowed for commissioning of the full Project Capacity with applicable penalty, shall be limited to the date as on 6 months from the SCSD or the extended SCSD (if applicable).

c In case of delay in commissioning of the BESS Project beyond the SCSD until the date as per Clause 5.1.10.b. above, as part of penalty, the total PBG/POI amount for the Project shall be encashed on per-day-basis and proportionate to the balance capacity not commissioned. For example, in case of contracted Capacity of 100 MW capacity, if commissioning of 60 MW capacity is delayed by 18 days beyond the SCD, then the penalty shall be calculated as: PBG amount X (60/100) X (18/180). For the purpose of calculations of penalty, 'month' shall be considered consisting of 30 days.

d As an alternative to the above encashment of PBG/POI, the BESSD may choose to make a payment of the amount corresponding to the penalty, directly to the BSUL. The BESSD shall intimate to the BSUL, its chosen alternative out of the two options, within 10 business days of intimation of the penalty amount to the BESSD, as calculated by the BSUL. In case no response is received from the BESSD until the lapse of the above deadline, the BSUL shall encash the PBG/POI for the amount as per the penalty.

e In case the Developer chooses to make necessary payments in lieu of the penalty, the said payment shall be credited to the BSUL account through NEFT payment, not later than 5 business days from the above intimation by the BESSD. In case of non-payment by the developer within the above deadline, the PBG will be encashed by the BSUL on the next business day.

f In case Commissioning of the BESS Project is delayed beyond the date as per Clause 5.1.10b above, the PPA capacity shall stand reduced/amended to the project capacity commissioned until the deadline as per Clause 5.1.10b. above, the entire PBG/POI will be encashed by the BSUL, and the PPA for the Project shall stand terminated for the balance un-commissioned capacity.

g It is clarified that for the purpose of commissioning, the Project Capacity shall refer to the rated capacity of the Energy Storage System as declared by the BESSD in the PPA. Any reduction in the Project Capacity on account of Clause 5.1.10 e & f above, will have no bearing on the obligation of the BESSD to provide the Contracted Capacity as per the PPA.

5.1.14 Delay in Commissioning on account of delay in readiness of evacuation infrastructure / Grid Access Operationalization.

In case there is a delay in readiness of the Delivery Point and power evacuation and transmission infrastructure to be developed by BSUL, it shall be treated as delays beyond the control of the BESSD and SCSD for such Projects shall be revised as the date as on 30 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of the Grid Access. Decision on requisite extension on account of the above factor shall be taken by the BSUL.

In case of delay in commissioning of Project due to reasons beyond the reasonable control of the BESSD, the BSUL may extend the SCSD after examining the issue on a case-to-case basis.

5.1.15 Cyber Security for Power System Equipments

Ministry of Power (Government of India) has issued Circular no. No.25-l l/6/2018-PG Dated 02.07.2020 on the vulnerabilities in the Power Supply System & Network mainly arise out of the possibilities of cyber attacks through malware / Trojans etc. embedded in imported equipment & Circular No. 12/34/2020-T&R dated 08.06.2021 on Testing power system equipment for use in the Supply System and Network in the country for Cyber Security. Bidders are advised in their own interest to follow these guidelines and circular issued by the Ministry from time to time.

In order to protect the security, integrity and reliability of the strategically important and critical power supply system & network from cyber-attacks through malware / trozens etc. embedded in imported equipments:

a) All equipments, components, and parts imported for use in Power Supply System and Network shall be tested in the country to check for any kind of embedded malware / Trojans / cyber threat and for adherence to Indian standards.

b) All such testing shall be done in certified laboratories that will be designated by the Ministry of Power (MOP).

c) Any import of equipment / components / parts from "prior reference" countries, as specified or by persons owned by, controlled by, or subject to the jurisdiction or the direction of these prior reference countries will require prior permission of the Government of India.

d) Where the equipment / components / parts are imported from prior reference countries with special permission, the protocol for testing in certified and designated laboratories shall be approved by the Ministry of Power (MOP).

Any cost implication on account of above shall be borne by the contractor. Bidder shall submit the Self-Certificate for Cyber Security as per **Appendix-3 of SCC.**

ARTICLE 6: DISPATCH AND SCHEDULING

6.1 Dispatch and Scheduling

6.1.1 The BESSD, in consultation with Buying Entity, shall be required to supply the solar-plus-BESS energy as per the applicable regulations / requirements / guidelines of CERC /RLDC / or any other competent agency and same being recognized by the RLDC or any other competent authority / agency as per applicable regulation/ law / direction and maintain compliance to the applicable Codes/ Grid Code requirements and directions, if any, as specified by concerned RLDC from time to time. Any deviation from the Schedule will attract the provisions of applicable regulation / guidelines / directions and any financial implication on account of this shall be on the account of the BESSD.

6.1.2 The BESSD shall be responsible for directly coordinating and dealing with the DISCOMs /Buying Entity, RLDCs and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of contracted capacity and due compliance with deviation and settlement mechanism and the applicable Grid code Regulations, acknowledging that the BESSD and Buying Entity are the Grid connected entities and BSUL as an intermediary is not a Grid connected entity in respect of the contracted capacity under this Agreement.

6.1.3 DSM penalties, if any, shall be levied separately on the BESSD and the Buying Entity as applicable, at their respective ends for the charging and discharging activities. DSM charges on this account shall be directly paid by the BESSD or the Buying Entity as per applicable regulations.
Reactive power charges shall be on account of the Buying Entity/BESSD at their respective ends during charging and discharging, as per SERC regulations.

6.1.4 The BESSD shall take separate, metered connection from DISCOMs for the Auxiliary Power load of BESS and can draw auxiliary power at 33kV level. Cost of Auxiliary power shall be borne by the BESSD as per extant tariff of DISCOM. However, during construction phase, the BESSD shall make their own arrangements for construction power. The BESSD shall make his own arrangements to meet the water requirements during construction and O&M period.

6.1.5 Capacity procured from the Project awarded under this RfS shall be allocated on back-to-back basis to the Buying Entity by BSUL.

6.2 Supply obligation of the BESSD:

In case the BESSD fails to offer the contracted power as per this Agreement to BSUL/ Buying Entity and sells the contracted power without its consent to any other party, the BESSD, on a complaint to this effect by BSUL/ Buying Entity to the load dispatch centre concerned, shall be debarred from participating in Power Exchanges and on the Discovery of Efficient Electricity Pricing portal and scheduling of any new short-term contracts from the Project for a period of three months from the date on which the default has been taken

cognizance by the concerned load dispatch centre. The period of debarment shall increase to six months for second default and shall be one year for each successive default. Such debarment of the BESSD shall be without prejudice to the rights of BSUL/Buying Entity for seeking compensation for the default by the BESSD under this Agreement.

ARTICLE 7: METERING

7.1 Meters

7.1.1 For installation of Meters, Meter testing, Meter calibration and Meter reading and all matters incidental thereto, the BESSD shall follow and be bound by the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, the Grid Code, as amended and revised from time to time. The metering point, which is the point at which energy supplied to the procurer shall be measured, shall be low voltage side of CTUIL sub station. The metering point is the ISTS pooling station with which the internal transmission from all the pooling substations is connected. All transmission losses as applicable for Transmission of Solar-plus-BESS Power upto the ISTS metering point shall be apportioned to SPDs @ SPD tariff and balance transmission losses upto delivery point shall be borne by BESSD. The illustration for apportionment of transmission losses is mentioned at **Appendix-2 of SCC**. All expenses including ISTS Transmission charges and Transmission losses in relation to the transmission beyond the Metering Point shall be borne by the Buying Entity.as per the regulation notified by the Commission from time to time.

7.1.2 The BESSD shall bear all costs pertaining to installation, testing, calibration, maintenance, renewal and repair of meters at BESSD side for injection and drawl of power from/ into the Grid during discharging and charging of BESS. The BESSD shall be responsible for regular downloading and transmission of metered data to the concerned agencies.

7.1.3 In addition to ensuring compliance of the applicable codes, the BESSD shall install Main & Check meters at the Delivery Point for both Drawal and supply, along with Stand-by meter(s) as per the applicable State regulations and a Back-Up Meter shall be required to be installed at generation side.

7.1.4 In case of pooling of multiple Projects, power from multiple Projects can be pooled at a Pooling Substation prior to the Delivery point and the combined power can be fed at Delivery point through a common transmission line from the Pooling Substation. In such cases, ABT compliant sub-meters as per relevant regulation/approval are also to be set up at pooling substation for individual projects in addition to the meters at Delivery Point as described in Article 7.1.3.

7.2 Reporting of Metered Data and Parameters

7.2.1 Online arrangement would have to be made by the BESSD for submission of metering data regularly for the entire period of this Agreement to the RLDC, DISCOMs, BSUL and the concerned Ministry or concerned agency as per applicable regulation / directions.

7.2.2 Reports on metering parameters on monthly basis, and/or as required by regulation / Guidelines, shall be submitted by the BESSD to BSUL / DISCOMs /RLDC through BSUL for entire Term of the PPA.

ARTICLE 8: INSURANCES

8.1 Insurance

8.1.1 The BESSD shall effect and maintain or cause to be effected and maintained, at its own cost and expense, throughout the Term of PPA, Insurances against such risks to keep the BESS Project in good condition and shall take Industrial All Risk insurance policy/Mega /any Suitable Insurance policy as per Market practices / as deemed fit by BESSD covering risks against any loss or damage, with such deductibles and with such endorsements and co-insured(s), which the Prudent Utility Practices would ordinarily merit maintenance of and as required under the Financing Agreements, and under the applicable laws.

8.1.2 The BESSD shall submit the Insurance copy to BSUL, at the time of commissioning of project.

8.2 Application of Insurance Proceeds

8.2.1 In case of the BESS Project not being implemented through Financing Agreement(s), save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the BESS or any part of the BESS shall be first applied to reinstatement, replacement or renewal of such loss or damage to the Contracted Capacity followed by the balance Project Capacity.

In case of the Project being financed through Financing Agreement(s), save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the Project to any part of the BESS shall be applied as per such Financing Agreements.

8.2.2 If a Force Majeure Event renders the Project no longer economically and technically viable and the insurers under the Insurances make payment on a “total loss” or equivalent basis, BSUL shall have claim on such proceeds of such Insurance limited to outstanding dues of BSUL against the DISCOMs as per PSA entered into and any other dues of the DISCOMs against BESSD.

8.3 Effect on Liability of BSUL

Notwithstanding any liability or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the BESSD can claim compensation, under any Insurance shall not be charged to or payable by Buying Entity. It is for the BESSD to ensure that appropriate insurance coverage is taken for payment by the insurer for the entire loss and there is no under insurance or short adjustment etc.

ARTICLE 9: APPLICABLE TARIFF

9.1 The BESSD shall be entitled to receive the composite Solar+BESS Tariff of INR_/kWh *[Insert the Tariff discovered through the bidding process conducted by BSUL],* fixed for the entire term of this Agreement, with effect from the SCD /Extended SCD, for the Contracted Capacity made available to the Buying Entity during PPA Period, as per the provision of this agreement.

9.2 In case of early part/full Commencement of Power Supply from the Project, till SCSD, the BESSD will be free to sell the electricity generated, to any entity other than the BSUL/ Buying Entity, only after giving the first right of refusal to the BSUL/Buying Entity. The BESSD shall give fifteen (15) days advance notice to BSUL/Buying Entity regarding the advance commissioning of full or part capacity. BSUL shall provide refusal within fifteen (15) days from the date of service of advance notice by BESSD, beyond which it would be considered as deemed refusal. In case BSUL/Buying Entity agree to purchase power from a date prior to the SCSD, such power shall be purchased at the PPA Tariff. (with Applicable trading margin of 7 paisa/ kWh).

9.3 The purchase of any excess generation over and above Contracted energy, shall be the first right of BSUL but not an obligation under this Agreement. However, BSUL agrees to purchase the excess generation, then the same shall be purchased by BSUL at the PPA Tariff. Any energy produced and flowing into the grid before SCSD shall not be at the cost of BSUL. BSUL may agree to buy such energy at PPA Tariff. (with Applicable trading margin of 7 paisa/ kWh).

However, the BESSD will not be allowed to sell energy generated prior to SCSD or excess energy during any Contract Year to any other entity other than BSUL (unless refused by BSUL).

9.4 In case, solar PV component to be utilized for BESS charging is ready for injection of power into the grid, but the corresponding BESS component is unable to commence supply of power, the BESSD will be allowed to commence power supply from solar PV component which is ready, outside the ambit of PPA, with first right of refusal for such power being vested with the Buying Entity/BSUL. In case Buying Entity/BSUL decides to buy such discrete component's power outside the PPA, such power shall be purchased @ SPD Tariff as mentioned in table 6 of Section 3B @ Rs. 2.73/ Rs. 2.74 or 50% of the PPA tariff whichever is lower with applicable trading margin of 7 paisa / kWh & 05 paise facilitation charge.

9.5 In order to allow optimization of operation of RE, the BESSD is allowed to supply power, in excess of contracted capacity, to any third party or power exchange without requiring any No-Objection Certificate (NOC) from the Procurer. The BESSD may also sell the power which was offered on day ahead basis to the Procurer (within Contracted Capacity) but not scheduled by the Procurer, to any third party or in power exchange without requiring NOC from the Procurer as per applicable regulations. It may be noted that at any instance of energy supply from the Project, priority shall be given by BESSD to meet the power supply requirements as per PPA, before selling any quantum in the open market. Any instance of third-party sale of power from the Project by the BESSD,

while the supply commitments under the PPA remains unfulfilled, shall constitute a breach of BESSD's obligations under the PPA and render the BESSD liable for penalty @1.5 times of PPA Tariff. This penalty will be levied over and above the penalty for shortfall in meeting the supply of contracted capacity to the Buying Entity.

However, in case at any point of time, the peak of capacity reached is higher than the contracted capacity and causes disturbance in the system at the point where power is injected, the BESSD will have to forego the excess generation and reduce the output to the rated capacity and shall also have to pay the penalty/charges (if applicable) as per applicable regulations / requirements / guidelines of CERC / SERC /SLDC or any other competent agency.

ARTICLE 10: BILLING AND PAYMENT

10.1 GENERAL

10.1.1 Pursuant to Article 4.1.1 (n), BSUL shall set up a payment security fund in order to ensure timely payment, which shall be suitable to support payment of at least 3 (three) months' billing.

10.1.2 From the commencement of availability of BESS Capacity, BSUL shall pay to the BESSD the Monthly Tariff Payments subject to the adjustments as per provisions of this Agreement including Article 4 & 6, in accordance with Article 9. All Payments by BSUL shall be in Indian Rupees.

10.1.3 Not used.

10.1.4 Subject to the provision of this Agreement, BESSD shall be required to make arrangement of auxiliary power at its own risk and cost.

10.1.5 The parties acknowledge and accept that the Electricity (Late Payment Surcharge and related matters) Rules, 2022 [hereinafter referred to as **'Rules'**] notified by the Central Government in exercise of the power conferred by Sub- section (1) of Section 176 of the Electricity Act, 2003 shall apply and govern the terms and conditions of this Agreement in regard to matters contained in the said Rules including but not limited to the Late Payment Surcharge, adjustment towards the Late Payment Surcharge, Letter of Credit, Payment Security mechanism-its operations and consequences, actions of Defaulting Entities, supply obligation of BESSD, power not requisitioned by the Buying Entity, the order of payment and adjustment towards late payment surcharge and indemnification. The above shall apply both in regard to the present agreement as well as on mutatis mutandi and back to back basis to the PSA. The Rules referred to hereinabove being statutory shall, to the extent applicable, supersede any provisions in this PPA and the PSA which are inconsistent or contrary to the provisions of the Rules.

10.2 DELIVERY AND CONTENT OF MONTHLY BILLS / SUPPLEMENTARY BILLS

10.2.1 The BESSD shall issue to BSUL hard copy of a signed Monthly Bill/Supplementary Bill for the immediately preceding Month/relevant period, including the time-block-wise data in the tabular format, along with all relevant documents. The BESSD shall also submit calculations of Availability of energy in line with provisions of this Agreement, as part of the Monthly Bill/Supplementary Bill.

The BESSD shall issue to BSUL hard copy of signed monthly bill / Supplementary bill for the immediately preceding month not later than four (4) Days of the next Month between the 5th day & upto the 15th day of the next month duly supported by REA/SEA/signed JMR along with all relevant documents (payment of reactive energy charges, metering charges or any other charges as per guidelines of SERC/CERC, if applicable).

In case the Monthly Bill / Supplementary bill for the immediately preceding month is issued after the 15th Day of the next month, the due date of payment of such Monthly bill / Supplementary bill shall be as detailed at Article 10.3.1 below.

10.2.2 As per applicable regulation(s) of the Appropriate Commission(s)/respective SERC(s), all charges pertaining to scheduling of power, if any, shall be borne by the BESSD.

10.3 : Payment of Monthly Bills

10.3.1 Subject to the provisions of Article 10.3.4, BSUL shall pay the amount payable under the Monthly Bill/Supplementary Bill by the Due Date to such account of the BESSD, as shall have been previously notified by the BESSD. The BESSD shall open a bank account (the "BESSD's Designated Account") for all Tariff Payments (including Supplementary Bills) to be made by BSUL to the BESSD, and notify BSUL of the details of such account at least ninety (90) days before the dispatch of the first Monthly Bill. BSUL shall also designate a bank account at…….. *[Insert name of place*] ("BSUL Designated Account") for payments to be made by the BESSD to BSUL, if any, and notify the BESSD of the details of such account ninety (90) Days before the Scheduled Commissioning Date. BSUL and the BESSD shall instruct their respective bankers to make all payments under this Agreement to the BESSD's Designated Account or BSUL's Designated Account, as the case may be, and shall notify either Party of such instructions on the same day.

BSUL shall pay the amount payable under the Monthly Bill/Supplementary Bill by the Forty Fifth (45) day (Due Date) from the date of presentation of bill to such account of the BESSD. In case the Monthly Bill or any other bill, including a Supplementary Bill is issued after the (fifteenth) 15th day of the next month, the date of presentation would be (fifth) 5th day of the next succeeding month. 'Due Date' means the date by which the bill is to be paid i.e. forty-five days from the date of presentation of the bill. Provided that if due date for payment of any bill falls on a bank non-working day, the next bank working day shall be considered as due date for payment.

10.3.2 All payments required to be made under this Agreement shall also include any deduction or set off for:

i) Deductions required by the Law; and
ii) Amount claimed by BSUL, if any, from the BESSD, will be adjusted from the monthly energy payment. In case of any excess payment adjustment, the interest applicable will be same as rate of Late Payment surcharge will be applicable on day to day basis; and
iii) Deductions towards power provided by SPD to BESSD.
iv) Trading margin and facilitation charge if any
v) O&M charges

10.3.3 **Late Payment Surcharge:**

Late Payment Surcharge shall be governed as per MOP notification dated 03.06.2022 "Electricity (Late Payment Surcharge and Related Matters) Rules, 2022" and as amended from time to time.

10.3.4 **Rebate**

For payment of any Bill before Due Date, the following Rebate shall be paid by the BESSD to BSUL in the following manner:

a) A rebate of 1.5 % shall be payable to BSUL for the payments made within a period of 10 days of the date of presentation of Bills along with required supporting documents acceptable to BSUL at BSUL office.

Explanation:

In case of computation of '10 days', the number of days shall be counted consecutively without considering any holiday. However, in case the last day or 10thth day is official holiday, the 10th day for the purpose of Rebate shall be construed as the immediate succeeding working day (as per the official State Government's calendar, where the Office of the Authorized Signatory of DISCOM, for the purpose of receipt or acknowledgement of Bill is situated).

The day of receipt of bill in BSUL upto 2.00 PM will be the zero date. If the bill is received after 2.00 PM the next working day will be zero date for determination of date of presentation of bills.

b) Where payments are made on any day after 10 days and within a period of 30 days of presentation of bills, a rebate of 1% shall be allowed to BSUL.

c) No Rebate shall be payable on the Bills raised on account of Change in Law (except in case of annuity tariff model being implemented, where rebate will be applicable) relating to taxes, duties, cess etc. and on Supplementary Bill.

10.4 Payment Security Mechanism:

a) Letter of Credit (LC):

10.4.1 BSUL shall provide to the BESSD, in respect of payment of its Monthly Bills and/or Supplementary Bills, a monthly unconditional, revolving and irrevocable letter of credit ("Letter of Credit"), opened and maintained which may be drawn upon by the BESSD in accordance with this Article.

10.4.2 Subject to Article 10.4.1, before the start of supply, BSUL shall, through a scheduled bank, open a Letter of Credit in favour of the BESSD, to be made operative from a date prior to the Due Date of its first Monthly Bill under this Agreement. The Letter of Credit shall have a term of twelve (12) Months and shall be renewed annually, for an amount equal to:

i) for the first Contract Year, equal to 100% of the estimated average monthly billing;

ii) for each subsequent Contract Year, equal to 100% of the average of the monthly billing of the previous Contract Year.

10.4.3 Provided that the BESSD shall not draw upon such Letter of Credit prior to 30 days beyond the Due Date of the relevant Monthly Bill and/or Supplementary Bill, and shall not make more than one drawl in a Month.

10.4.4 Provided further that if at any time, such Letter of Credit amount falls short of the amount

specified in Article 10.4.2 due to any reason whatsoever, BSUL shall restore such shortfall before next drawl.

10.4.5 BSUL shall cause the scheduled bank issuing the Letter of Credit to intimate the BESSD, in writing regarding establishing of such irrevocable Letter of Credit.

10.4.6 BSUL shall ensure that the Letter of Credit shall be renewed not later than its expiry.

10.4.7 All costs relating to opening, maintenance of the Letter of Credit shall be borne by BSUL.

10.4.8 If BSUL fails to pay undisputed Monthly Bill or Supplementary Bill or a part thereof within and including the date as on 30 days beyond the Due Date, then, subject to Article 10.4.6 & 10.5.2, the BESSD may draw upon the Letter of Credit, and accordingly the bank shall pay, an amount equal to such Monthly Bill or Supplementary Bill or part thereof, in accordance with Article 10.4.3 above, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:

i) a copy of the Monthly Bill or Supplementary Bill (only for energy related bills) which has remained unpaid to BESSD and;

ii) a certificate from the BESSD to the effect that the bill at item (i) above, or specified part thereof, is in accordance with the Agreement and has remained unpaid beyond the Due Date;

In case of wrongful drawal of the Letter of Credit, the BESSD would be liable to further interest equivalent to late payment surcharge considered from the date of drawal of letter of credit.

10.4.9 In case of difficulty in opening of the Letter of Credit, the BEESD may pay in advance through electronic mode for an amount equivalent to the weekly bill either on estimated basis or on the basis of previous six (6) Months average bill and inform the same to the respective Load Dispatch Centre (LDC), in such case also LDC shall schedule the power to the BESSD.

b) Payment Security Fund:

BSUL shall maintain a Payment Security Fund. To be eligible for coverage from this fund, BESSD shall pay PSM Charges at the rate of 2 paisa per unit to BSUL, by offering a commensurate discount in the monthly tariff payment being made by BSUL. The modalities for operation of the Payment Security Fund shall be as per the guidelines issued by MoP/MNRE from time to time.

10.5 Disputed Bill

10.5.1 If BSUL does not dispute a Monthly Bill or a Supplementary Bill raised by the BESSD by the due date, such Bill shall be taken as conclusive.

10.5.2 If the BSUL disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay 75 % of the invoice amount (subject to adjustment of applicable rebate for the said 75% payment) and it shall within thirty (30) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:

i) the details of the disputed amount;

ii) its estimate of what the correct amount should be; and

iii) all written material in support of its claim.

10.5.3 If the BESSD agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.5.2, the BESSD shall revise such Bill and present along with the next Monthly Bill. In such a case excess amount shall be refunded along with interest at the same rate as Late Payment Surcharge, which shall be applied from the date on which such excess payment was made by the disputing Party to the invoicing Party and up to and including the date on which such payment has been received as refund.

10.5.4 If the BESSD does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.5.2, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to the BSUL providing:

i) reasons for its disagreement;

ii) its estimate of what the correct amount should be; and

iii) all written material in support of its counter-claim.

10.5.5 Upon receipt of the Bill Disagreement Notice by the BSUL under Article 10.5.4, authorized representative(s) or a director of the board of directors/ member of board of the BSUL and BESSD shall meet and make best endeavours to amicably resolve such dispute within fifteen (15) days of receipt of the Bill Disagreement Notice.

10.5.6 If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Bill Disagreement Notice pursuant to Article 10.5.4, the matter shall be referred to Dispute resolution in accordance with Article 16.

10.5.7 Notwithstanding the above in the event, BSUL is of the view that if the amount claimed by REPD/RE-PG is excessively high and the payment of 75% of the disputed bill will be onerous, BSUL shall be entitled to raise immediate dispute and take the action for adjudication by CERC as per the Article 16 and further seek interim orders in such proceedings to restrain the enforcement of such disputed bills. The parties agree to be bound by the orders and directions of the CERC;

10.6 Quarterly and Annual Reconciliation

10.6.1 The Parties acknowledge that all payments made against Monthly Bills and Supplementary Bills shall be subject to quarterly reconciliation within 30 days of the end of the quarter at the beginning of the following quarter of each Contract Year and annual reconciliation at the end of each Contract Year within 30 days to take into account the Energy Accounts, Tariff adjustment payments, Tariff Rebate, Late Payment Surcharge, or any other reasonable circumstance provided under this Agreement.

10.6.2 The Parties, therefore, agree that as soon as all such data in respect of any quarter of a Contract Year or a full Contract Year as the case may be has been finally verified and adjusted, the BESSD and BSUL shall jointly sign such reconciliation statement. Within fifteen (15) days of signing of a reconciliation statement, the BESSD shall make

appropriate adjustments in the next Monthly Bill. Late Payment Surcharge/ interest shall be payable in such a case from the date on which such payment had been made to the invoicing Party or the date on which any payment was originally due, as may be applicable. Any Dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Article 16.

10.7 Payment of Supplementary Bill

10.7.1 BESSD may raise a ("Supplementary Bill") for payment on account of:

i) Adjustments required by the Energy Accounts (if applicable); or

ii) Change in Law as provided in Article 12

iii) Payment under Article 4.4,

And such Supplementary Bill shall be paid by the other Party.

10.7.2 BSUL shall remit all amounts due under a Supplementary Bill raised by the BESSD to the BESSD's Designated Account by the Due Date, except for open access charges, SLDC or scheduling charges and transmission charges (if applicable). Except for payment under Article 10.7.1 (i), payment of Supplementary Bills will be made after realization of the same from the Buying Utility.

No Late Payment Surcharge will be applicable other than that on the monthly energy payment and associated debit and credit note.

10.7.3 In the event of delay in payment of a Supplementary Bill by either Party beyond its Due Date, a late Payment Surcharge shall be payable at the same terms applicable to the Monthly Bill in Article 10.3.3.

ARTICLE 11: FORCE MAJEURE

11.1 Definition

a) Affected Party

An Affected Party means BSUL, SPD and BESSD whose performance has been affected by an event of Force Majeure.

b) Force majeure

A 'Force Majeure' means any event or circumstance or combination of events those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices:

11.2 Force Majeure Events:

a) Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon or tornado if and only if it is declared / notified by a competent Indian Governmental Instrumentality;

b) any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action if and only if it is declared / notified by a competent Indian Governmental Instrumentality;

c) radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Power Project by the Affected Party or those employed or engaged by the Affected Party; or

d) Occurrence of Pandemic or epidemics.

e) An event of Force Majeure identified under BSUL-Buying Entity(ies) PSA, thereby affecting delivery / offtake of power / Contracted Capacity from BESSD to Buying Entity(ies).

11.3 Force Majeure Exclusions

11.3.1 Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

a. Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Power Project/ BESS;

b. Delay in the performance of any contractor, sub-contractor or their agents;

c. Non-performance resulting from normal wear and tear typically experienced in power generation / BESS materials and equipment;

d. Strikes at the facilities of the Affected Party;

e. Insufficiency of finances or funds or the agreement becoming onerous to perform; and

f. Non-performance caused by, or connected with, the Affected Party's:

i. Negligent or intentional acts, errors or omissions or lack of due diligence expected from any prudent and rational human being;

ii. Failure to comply with an Indian Law; or

iii. Breach of, or default under this Agreement.

11.4 Notification of Force Majeure Event:

11.4.1 The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than fifteen (15) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement. The Party who receives the Force Majeure Notification, shall take a decision on the claim of occurrence of Force Majeure Event, within 15 days of the receipt of the intimation, accompanied with supporting documents available with the Affected Party.

11.4.2 Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under this Agreement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular (and not less than monthly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure Event.

11.4.3 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations.

11.5 Performance Excused

11.5.1 The Affected Party, to the extent rendered unable to perform its obligations or part of the obligation thereof under this Agreement as a consequence of the Force Majeure Event, shall be excused from performance of the obligations, provided that the period shall not exceed 180 (one hundred and eighty) Days from the date of issuance of the FM Notice or any extended period as mutually agreed. The Parties may mutually agree to extend the period for which performance is excused due to a Force Majeure Event. However, in case of the FM continuing upto a period of 180 days or any extended period as mutually agreed, either Party has the right to terminate the PPA.

11.5.2 For the time period, as mutually agreed by the Parties, during which the performance shall be excused, the BESSD shall be entitled for a day to day extension of the period provided for Financial Closure or Scheduled Commissioning Period or the PPAperiod,

as the case may be. The Term of this Agreement will be suitably extended upon extension of term of PSA. However, adjustment in tariff shall not be allowed on account of Force Majeure event.

11.5.3 Provided always that a Party shall be excused from performance only to the extent reasonably warranted by the Force Majeure Event.

11.5.4 Provided further that, nothing shall absolve the Affected Party from any payment obligations accrued prior to the occurrence of the underlying Force Majeure Event.

11.6 No Liability for Other Losses

Save as otherwise provided in this Agreement, no Party shall be liable in any manner, whatsoever, to the other Parties in respect of any loss relating to or arising out of the occurrence or existence of any Force Majeure Event.

11.7 Resumption of Performance

During the period that a Force Majeure Event is subsisting, the Affected Party shall, in consultation with the other Parties, make all reasonable efforts to limit or mitigate the effects of such Force Majeure Event on the performance of its obligations under the PPA. The Affected Party shall also make efforts to resume performance of its obligations under this Agreement as soon as possible and upon resumption, shall notify other Parties of the same in writing. The other Parties shall afford all reasonable assistance to the Affected Party in this regard.

11.8 Duty to Perform and Duty to Mitigate

To the extent not prevented by a Force Majeure Event pursuant to Article 11.2, the Affected Party shall continue to perform its obligations pursuant to this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.

11.9 Available Relief for a Force Majeure Event

Subject to this Article 11:

(a) no Party shall be in breach of its obligations pursuant to this Agreement except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event;

(b) every Party shall be entitled to claim relief in relation to a Force Majeure Event in regard to its obligations, including but not limited to those specified under Article 4.5;

(c) For avoidance of doubt, neither Party's obligation to make payments of money due and payable prior to occurrence of Force Majeure events under this Agreement shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.

(d) Provided that no payments shall be made by either Party affected by a Force Majeure Event for the period of such event on account of its inability to perform its obligations due to such Force Majeure Event.

ARTICLE 12: CHANGE IN LAW

12.1 "Change in Law" means the occurrence of any of the following events prior to 7 days of last date of bid submission resulting into any additional recurring/ non-recurring expenditure by the BESSD/SPD or any income to the BESSD/SPD and includes:

(i) a change in interpretation of any law by a competent court; or

(ii) the enactment of any new law; or

(iii) a change in any domestic tax, including duty, levy, cess, charge or surcharge by the Central Government, State Government or Union Territory administration leading to corresponding changes in the cost; or

(iv) a change in any condition of an approval or license obtained or to be obtained for purchase, supply or transmission of electricity, unless specifically excluded in the agreement for the purchase, supply or transmission of electricity, which results in any change in the cost.

However, Change in Law/ Regulation shall not include;

(a) any change in taxes on corporate income or any change in any withholding tax on income or dividends, or

(b) change in respect of deviation settlement charges or frequency intervals by an Appropriate Commission.

The term "law" in this provision, includes any Act, Ordinance, order, bye-law, rule, regulation, notification, for the time being in force, in the territory of India.

12.2 Adjustment in tariff on account of Change in Law

On the occurrence of a Change in Law, the Tariff or monthly charges shall be adjusted and be recovered in accordance with the Electricity (Timely Recovery of Costs due to Change in Law) Rules, 2021 notified by the Ministry of Power on 22 October2021 (and subsequent amendments, if any) to compensate the affected party so as to restore such Affected Party to the same economic position as if such Change in Law had not occurred.

In the event of occurrence of any of the events as provided under clause 2 of Electricity (Timely Recovery of Costs due to Change in Law) Rules, 2021 which results in any adverse financial loss/ gain to the SPD/BESSD/Buying Entity then, in order to ensure that the SPD/BESSD/Buying Entity is placed in the same financial position as it would have been had it not been for the occurrence of the Change in Law / Regulation, the SPD/BESSD/ Buying Entity shall be entitled to compensation by the other party, as the case may be. The compensation payment on account of such 'Change in Law' shall be determined in accordance with the Electricity (Timely Recovery of Costs due to Change in Law) Rules, 2021 notified by Ministry of power vide notification dated 22nd October'2021 including amendments and clarifications thereof issued from time to time (**Schedule-A**) and shall be effective from such date as may be decided by the Appropriate Commission.

12.3 Payment by BSUL against any claim for change in law event to the BESSD/End Procurer shall be subject to realization of the same from the End Procurer/BESSD to BSUL.

ARTICLE 13: EVENTS OF DEFAULT AND TERMINATION

13.1 BESSD Event of Default.

13.1.1 The occurrence and/or continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by BSUL or Buying Entity(ies) of its obligations under this Agreement, shall constitute an BESSD Event of Default:

(i) the failure to commence supply of power to BSUL up to the Contracted Capacity, by the end of the period specified in Article 4, or failure to demonstrate guaranteed availability of such energy to BSUL within six months from the identification of reduced annual availability/Generation during the term of this Agreement, or

(ii) If;

a) the BESSD assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Project in contravention of the provisions of this Agreement; or

b) the BESSD transfers or novates any of its rights and/ or obligations under this agreement, in a manner contrary to the provisions of this Agreement; except where such transfer

- is in pursuance of a Law; and does not affect the ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this Agreement or
- is to a transferee who assumes such obligations under this Agreement and the Agreement remains effective with respect to the transferee;

(iii) If

(a) the BESSD becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or

(b) any winding up or bankruptcy or insolvency order is passed against the BESSD, or

(c) the BESSD goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, provided that a dissolution or liquidation of the BESSD will not be a BESSD Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains creditworthiness similar to the BESSD and expressly assumes all obligations of the BESSD under this Agreement and is in a position to perform them; or

(iv) the BESSD repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from BSUL in this regard; or

(v) except where due to any BSUL's failure to comply with its material obligations, the BESSD is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the BESSD within thirty (30) days of receipt of first notice in this regard given by BSUL.

(vi) change in controlling shareholding before the specified time frame as mentioned in Article 4.1.1 of this Agreement; or

(vii) occurrence of any other event which is specified in this Agreement to be a material breach/ default of the BESSD.

(viii) except where due to any BSUL's failure to comply with its material obligations, the BESSD is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the BESSD within thirty (30) days of receipt of first notice in this regard given by BSUL.

(ix) In the event the BESSD fails to maintain energy supply corresponding to the minimum contracted energy as declared in the PPA for 2(two) consecutive years, excluding the first Contract year ending on 31st March immediately after Project CoD, the BESSD shall be in default.

(x) failure to provide and/or maintain a valid Performance Bank Guarantee, as per the terms of this Agreement/RFS;

13.2 BSUL Event of Default:

13.2.1 The occurrence and the continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by the BESSD of its obligations under this Agreement, or a Change in Law event, shall constitute the Event of Default on the part of defaulting BSUL:

(i) BSUL fails to pay (with respect to a Monthly Bill or a Supplementary Bill), subject to Article 10.5, for a period of ninety (90) days after the Due Date and the BESSD is unable to recover the amount outstanding to the BESSD through the Letter of Credit,

(ii) BSUL repudiates this Agreement and does not rectify such breach even within a period of sixty (60) days from a notice from the BESSD in this regard; or

(iii) except where due to any BESSD's failure to comply with its obligations, BSUL is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by BSUL within sixty (60) days of receipt of notice in this regard from the BESSD to BSUL; or

(iv) if

- BSUL becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of sixty (60) days, or
- any winding up or bankruptcy or insolvency order is passed against BSUL, or
- BSUL goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, provided that it shall not constitute a BSUL Event of Default, where such dissolution or liquidation of Buying Entity or BSUL is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to

perform its obligations under this Agreement and has creditworthiness similar to BSUL and expressly assumes all obligations of BSUL and is in a position to perform them; or;

(v) Occurrence of any other event which is specified in this Agreement to be a material breach or default of BSUL.

13.3 Procedure for cases of BESSD Event of Default

13.3.1 Upon the occurrence and continuation of any BESSD Event of Default under Article 13.1, BSUL shall have the right to deliver to the BESSD, with a copy to the representative of the lenders to the BESSD with whom the BESSD has executed the Financing Agreements, a notice stating its intention to terminate this Agreement (BSUL Preliminary Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.

13.3.2 Following the issue of a BSUL Preliminary Default Notice, the Consultation Period of ninety (90) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

13.3.3 During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.

13.3.4 Within a period of seven (7) days following the expiry of the Consultation Period unless the Parties shall have otherwise agreed to the contrary or the BESSD Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, BSUL may terminate this Agreement by giving a written Termination Notice of sixty (60) days to the BESSD.

13.3.5 Subject to the terms of this Agreement, upon occurrence of an BESSD Event of Default under this Agreement, the BESSD shall be liable to pay to BSUL, liquidated damages, as provided in Article 4.6 of the PPA for failure to commission within stipulated time and Article 4.4.1 for failure to supply power in terms of the PPA.

In the event the BESSD fails to maintain energy supply corresponding to the minimum contracted energy as declared in the PPA for 2(two) consecutive years, excluding the first Contract year ending on 31st March immediately after Project CoD, the BESSD shall be in default. The BESSD yearly minimum obligation shall get reduced to the average of actual generation for the 2 default years and the BESSD shall be obligated to pay to the Procurer lump-sum damages equivalent to 24 (twenty-four) months or balance PPA period whichever is less, of the tariff, for the reduction in yearly minimum contracted energy obligation. Provided that, in case the BESSD fails to pay the lump sum damages then such failure of BESSD may be treated as an event of default and PPA may be terminated. In the event of termination of PPA, the BESSD shall be liable to pay to the procurer damages equivalent to 24 months or balance PPA period whichever is less of Tariff for its contracted capacity.

For other cases, the BESSD shall be liable to pay to BSUL, damages, equivalent to 24 (Twenty four months, or balance PPA period whichever is less, of tariff for its contracted

capacity. Further, the BESSD shall be liable for any charges payable on account of relinquishment of connectivity in accordance with applicable Laws due to termination of the Agreement on account of BESSD Event of Default.

BSUL shall have the right to recover the said damages by way of forfeiture of bank guarantee/Payment on Order Instrument / insurance surety bond, if any, without prejudice to resorting to any other legal course or remedy.

In addition to the levy of damages as aforesaid, the lenders in concurrence with the Buying Entity and BSUL, may exercise their rights, if any, under Financing Agreements, to seek substitution of the BESSD by a selectee for the residual period of the Agreement, for the purpose of securing the payments of the total debt amount from the BESSD and performing the obligations of the BESSD. However, in the event the lenders are unable to substitute the defaulting BESSD within the stipulated period, BSUL may terminate the PPA. Provided that any substitution under this Agreement can only be made with the prior consent of BSUL including the condition that the selectee meets the eligibility requirements of Request for Selection (RfS) issued by BSUL and accepts the terms and conditions of this Agreement.

13.3.6 The lenders in concurrence with the Buying Utility and BSUL, may seek to exercise right of substitution under Article 13.3.5 by an amendment or novation of the PPA in favour of the selectee. The BESSD shall cooperate with BSUL to carry out such substitution and shall have the duty and obligation to continue to operate the Project in accordance with this PPA till such time as the substitution is finalized. In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a new entity, an amount of Rs. 10 Lakh per Project + 18% GST per transaction as facilitation fee (non- refundable) shall be deposited by the BESSD to BSUL.

13.4 Procedure for cases of BSUL Event of Default

13.4.1 Upon the occurrence and continuation of any BSUL Event of Default specified in Article 13.2, the BESSD shall have the right to deliver to BSUL, a BESSD Preliminary Default Notice, which notice shall specify in reasonable detail the circumstances giving rise to its issue.

13.4.2 Following the issue of a BESSD Preliminary Default Notice, the Consultation Period of ninety (90) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

13.4.3 During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.

13.4.4 After a period of two hundred ten (210) days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or BSUL Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, BSUL under intimation to the Buying Entity and the BESSD shall, subject

to the prior consent of the BESSD, novate its part of the PPA to any third party, including its Affiliates, within the stipulated period. In the event the aforesaid novation is not acceptable to the BESSD, or if no offer of novation is made by BSUL within the stipulated period, then the BESSD may terminate the PPA at the end of three months from the period mentioned in this article.

In case of termination of PPA, Buying Entities shall pay to the Developer (as applicable), damages equivalent to 24 (twenty-four) months, or balance PPA period whichever is less, of charges for its contracted capacity with the stipulated minimum contracted capacity CUF / Availability. Payment from BSUL to Developer shall be subject to receipt of the same from Buying entity /DISCOM.

In the event of termination of PPA, any damages or charges payable to the STU / CTU, for the connectivity of the plant, shall be borne by the DISCOM(s).

In the event of termination of PPA/PSA, on account of Event of Default by the BESSD / BSUL/Buying Entity, any damages or charges payable to the STU/ CTU, for the connectivity of the plant, shall be borne by the by the entity due to whose failure, the termination was triggered.

13.5 Termination due to Force Majeure

If the Force Majeure Event or its effects continue to be present beyond the period as specified in Article 4.5.3, either Party shall have the right to cause termination of the Agreement. In such an event, this Agreement shall terminate on the date of such Termination Notice without any further liability to either Party from the date of such termination except for the undisputed payments under outstanding monthly bills/before the occurrence of Force Majure.

ARTICLE 14: LIABILITY AND INDEMNIFICATION

14.1 Indemnity

14.1.1 The BESSD shall indemnify, defend and hold BSUL harmless against:

a) any and all third party claims against BSUL for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the BESSD of any of its obligations under this Agreement or due to the BESSD's willful misconduct, gross negligence or fraudulent behavior or violations of Applicable Law; and

b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by BSUL from third party claims arising by reason of

(i) a breach by the BESSD of any of its obligations under this Agreement, (provided that this Article 14 shall not apply to such breaches by the BESSD, for which specific remedies have been provided for under this Agreement).

(ii) Any of the representations or warranties of the SPD, if any made under this Agreement, being found to be inaccurate or untrue.

14.1.2 BSUL shall cause the Buying Entity(ies) to indemnify, defend and hold the BESSD harmless against:

a) any and all third party claims against the BESSD, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by Buying Entity(ies) of any of their obligations under this Agreement; and

b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest ('Indemnifiable Losses') actually suffered or incurred by the BESSD from third party claims arising by reason of

(i) a breach by Buying entity of any of its obligations under this Agreement (Provided that this Article 14 shall not apply to such breaches by Buying Entity, for which specific remedies have been provided for under this Agreement); or

(ii) any of the representations or warranties of BSUL, if any made under this Agreement, being found to be inaccurate or untrue.

14.2 Procedure for claiming Indemnity

14.2.1 Third party claims

a. Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Article 14.1.1(a) or 14.1.2(a), the Indemnified Party shall promptly notify the Indemnifying Party of such claim referred to in Article 14.1.1(a) or 14.1.2(a) in respect of which it is entitled to be indemnified.

Such notice shall be given as soon as reasonably practicable after the Indemnified Party becomes aware of such claim. The Indemnifying Party shall be liable to settle the

indemnification claim within thirty (30) days of receipt of the above notice. Provided however that, if:

i) the Parties choose to refer the dispute in accordance with Article 16.3.2; and

ii) the claim amount is not required to be paid/ deposited to such third party pending the resolution of the Dispute,

the Indemnifying Party shall become liable to pay the claim amount to the Indemnified Party or to the third party, as the case may be, promptly following the resolution of the Dispute, if such Dispute is not settled in favour of the Indemnified Party.

b. The Indemnified Party may contest the claim by referring to the Appropriate Commission for which it is entitled to be Indemnified under Article 14.1.1(a) or 14.1.2(a) and the Indemnifying Party shall reimburse to the Indemnified Party all reasonable costs and expenses incurred by the Indemnified party. However, such Indemnified Party shall not settle or compromise such claim without first getting the consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

An Indemnifying Party may, at its own expense, assume control of the defence of any proceedings brought against the Indemnified Party if it acknowledges its obligation to indemnify such Indemnified Party, gives such Indemnified Party prompt notice of its intention to assume control of the defence, and employs an independent legal counsel at its own cost that is reasonably satisfactory to the Indemnified Party.

14.3 Indemnifiable Losses

14.3.1 Where an Indemnified Party is entitled to Indemnifiable Losses from the Indemnifying Party pursuant to Article 14.1.1(b) or 14.1.2(b), the Indemnified Party shall promptly notify the Indemnifying Party of the Indemnifiable Losses actually incurred by the Indemnified Party. The Indemnifiable Losses shall be reimbursed by the Indemnifying Party within thirty (30) days of receipt of the notice seeking Indemnifiable Losses by the Indemnified Party. In case of nonpayment of such losses after a valid notice under this Article 14.3, such event shall constitute a payment default under Article 13.

14.4 Limitation on Liability

14.4.1 Except as expressly provided in this Agreement, neither the BESSD nor BSUL nor Buying Entity(ies) nor its/ their respective officers, directors, agents, employees or affiliates (or their officers, directors, agents or employees), shall be liable or responsible to the other Party or its affiliates, officers, directors, agents, employees, successors or permitted assigns or their respective insurers for incidental, indirect or consequential damages, connected with or resulting from performance or non-performance of this Agreement, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under this Agreement), any increased expense of, reduction in or loss of power generation or equipment used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of Buying Entity(ies) , the BESSD or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

14.4.2 BSUL/Buying Entities shall have no recourse against any officer, director or shareholder of the BESSD or any Affiliate of the BESSD or any of its officers, directors or shareholders for such claims excluded under this Article. The BESSD shall have no recourse against any officer, director or shareholder of Buying Entity(ies), or any affiliate of Buying Entity or any of its officers, directors or shareholders for such claims excluded under this Article.

14.5 BSUL's Liability

14.5.1 Notwithstanding anything to the contrary contained in this Agreement, the Parties acknowledge and accept that the BSUL is an Intermediary to purchase and resell the electricity/ capacity to the Buying Utility(ies)) to enable them to fulfill the Renewable Purchase Obligations (RPO) / Energy Storage Obligations (ESO) and, therefore , the performance of the obligations of the BSUL under this Agreement shall be subject to the ability of the BSUL to enforce the corresponding obligations assumed by the Buying Utility(ies) on re-sale under the PSA entered into by the Buying Utility(ies) with BSUL. It is however, specifically agreed that the payment of money becoming due from the BSUL to the BESSD under this Agreement for supply of Energy / Capacity to the extent of the Contracted Capacity shall not be on a back to back basis. BSUL shall discharge the tariff payment obligation in terms of the provision of this Agreement.

14.5.2 The parties agree that in respect of the obligations other than the tariff payment obligation specifically mentioned herein above, in the event the BESSD has any claim against the BSULin regard to the performance of any obligation of the BSUL under this Agreement or enforcement of any right of the BESSD against the BSUL under this Agreement, the same shall be subject to the ability of the BSUL to enforce the corresponding obligations assumed by the Buying Utility(ies) under the PSA to be entered into between the BSUL and the Buying Utility(ies) for resale on mutatis mutandis basis and not otherwise.

14.6 Duty to Mitigate

14.6.1 The Parties shall endevour to take all reasonable steps so as mitigate any loss or damage which has occurred under this Article 14.

ARTICLE 15: ASSIGNMENTS AND CHARGES

15.1 Assignments

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned by any Party other than by mutual consent between the Parties to be evidenced in writing. Such assignment shall be agreed to by BSUL subject to the compliance of provisions contained in this Agreement and more specifically to the provisions of Article 4.1.1 of this Agreement.

In no case, such assignment shall be permissible prior to CoD/SCSD.

Provided that, BSUL shall permit assignment of any of BESSDs rights and obligations under this Agreement in favour of the lenders to the BESSD, if required under the Financing Agreements. In such cases BESSD shall provide indemnification, on an affidavit, to BSUL, holding BSUL harmless against any claim by lenders arising out of such assignments.

Provided that, such consent shall not be withheld by BESSD if BSUL seeks to transfer to any transferee all of its rights and obligations under this Agreement.

The enforcement of the rights and obligation between the BESSD and DISCOM(s)/Buying Entities provided in this Agreement and in the PSA shall not be treated as an assignment but an enforcement of the terms agreed under this Agreement.

Provided further that any successor(s) or permitted assign(s) identified after mutual agreement between the Parties may be required to execute a new agreement on the same terms and conditions as are included in this Agreement. An amount of Rs. 05 Lakh per transaction as Facilitation Fee (non-refundable) shall be deposited by the BESSD to BSUL for this purpose.

In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a New Entity, an amount of Rs. 10 Lakh per Transaction as Facilitation Fee (non-refundable) shall be deposited by the BESSD to BSUL.

15.2 Permitted Charges

15.2.1 BESSD shall not create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement, other than as set forth in Article 15.1.

ARTICLE 16: GOVERNING LAW AND DISPUTE RESOLUTION

16.1 Governing Law

16.1.1 This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this Agreement shall be under the jurisdiction of competent court at ~~Faridabad/Punjab & Haryana High Court~~ Lucknow.

16.2Amicable Settlement and Dispute Resolution

16.2.1 **Amicable Settlement**

i. Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement **("Dispute")** by giving a written notice **(Dispute Notice)** to the other Party, which shall contain:

(a) a description of the Dispute;

(b) the grounds for such Dispute; and

(c) all written material in support of its claim.

ii. The other Party shall, within thirty (30) days of issue of Dispute Notice issued under Article 16.2.1(i), furnish:

(a) counter-claim and defences, if any, regarding the Dispute; and

(b) all written material in support of its defences and counter-claim.

iii. Within thirty (30) days of issue of Dispute Notice by any Party pursuant to Article 16

(i) if the other Party does not furnish any counter claim or defence under Article 16

(ii) or thirty (30) days from the date of furnishing counter claims or defence by the other Party, both the Parties to the Dispute shall meet to settle such Dispute amicably. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article 16.2.1.

(iii) the Dispute shall be referred for dispute resolution in accordance with Article 16.3.

16.3 Dispute Resolution

16.3.1 Dispute Resolution by the Appropriate Commission

i) Where any Dispute or differences arises in relation to this agreement of any nature whatsoever including the construction, interpretation or implementation of the provisions of this agreement as well as claim made by any Party for any change in or determination of the Tariff or any matter related to Tariff or claims made by any Party which partly or wholly relate to any change in the Tariff or determination of any of such claims could result in change in the Tariff, and relates to any matter agreed to be referred to the Appropriate Commission, shall be submitted to adjudication by the Appropriate Commission. Appeal against the decisions of the Appropriate Commission shall be made only as per the provisions of the Electricity Act, 2003, as

amended from time to time.

ii) BSUL shall be entitled to co-opt the Buying Entity(ies) and/or the lenders (if any) as a supporting party in such proceedings before the Appropriate Commission.

iii) MNRE vide its Order No.283/56/2019-GRID SOLAR/Pt. dated 07.06.2023 has set up a Dispute Resolution Mechanism (DRM). The said order and its subsequent amendments (if extended to BSULs) will be binding on the parties under this Agreement.

16.5 Parties to Perform Obligations

16.4.1 Notwithstanding the existence of any Dispute and difference referred to the Appropriate Commission and save as the Appropriate Commission may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations (which are not in dispute) under this Agreement.

ARTICLE 17: MISCELLANEOUS PROVISIONS:

17.1 Amendment

17.1.1 This Agreement may only be amended or supplemented by a written agreement between the Parties.

17.2 Third Party Beneficiaries

17.2.1 Subject to provisions contained in this agreement relating to back-to-back implications of the PPA as well as PSA, this Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns and shall not be construed as creating any duty, standard of care or any liability to, any person not a party to this Agreement.

17.3 Waiver

17.3.1 No waiver by either Party of any default or breach by the other Party in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorized representative of such Party.

17.3.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this Agreement, which shall remain in full force and effect.

17.4 Confidentiality

17.4.1 The Parties undertake to hold in confidence this Agreement and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

a) to their professional advisors;

b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or

c) disclosures required under Law, without the prior written consent of the other Party.

17.5 Severability

17.5.1 The invalidity or unenforceability, for any reason, of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of this Agreement, unless the part held invalid or unenforceable is fundamental to this Agreement.

17.6 Notices

17.6.1 All notices or other communications which are required to be given under this Agreement shall be in writing and in the English language.

17.6.2 If to the BESSD, all notices or other communications which are required must be delivered personally or by registered post or facsimile or any other method duly acknowledged to the addresses below:

Address :

Attention :

Email :

Fax. No. :

Telephone No. :

17.6.3 If to BSUL, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the address(es) below:

Address: Bundelkhand Saur Urja Limited, TC-43/V, Vibhuti Khand, Gomti Nagar, Lucknow- 226010, Uttar Pradesh

17.6.4 All notices or communications given by facsimile shall be confirmed by sending a copy of the same via post office in an envelope properly addressed to the appropriate Party for delivery by registered mail. All notices shall be deemed validly delivered upon receipt evidenced by an acknowledgement of the recipient, unless the Party delivering the notice can prove in case of delivery through the registered post that the recipient refused to acknowledge the receipt of the notice despite efforts of the postal authorities.

17.6.5 Any Party may by notice of at least fifteen (15) days to the other Party change the address and/or addresses to which such notices and communications to it are to be delivered or mailed.

17.7 Language

17.7.1 All agreements, correspondence and communications between the Parties relating to this Agreement and all other documentation to be prepared and supplied under the Agreement shall be written in English, and the Agreement shall be construed and interpreted in accordance with English language.

17.7.2 If any of the agreements, correspondence, communications or documents are prepared in any language other than English, the English translation of such agreements, correspondence, communications or documents shall prevail in matters of interpretation.

17.8 Restriction of Shareholders / Owners' Liability

17.8.1 Parties expressly agree and acknowledge that none of the shareholders of the Parties hereto shall be liable to the other Parties for any of the contractual obligations of the concerned Party under this Agreement. Further, the financial liabilities of the shareholder/s of each Party to this Agreement, shall be restricted to the extent provided in the Indian Companies Act, 2013.

17.9 Taxes and Duties

17.9.1 The BESSD shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/ levied on the BESSD, contractors or their employees that are required to be

paid by the BESSD as per the Law in relation to the execution of the Agreement and for supplying power as per the terms of this Agreement.

17.9.2 BSUL shall be indemnified and held harmless by the BESSD against any claims that may be made against BSUL in relation to the matters set out in Article 17.9.1.

17.9.3 BSUL shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the BESSD by BSUL on behalf of BESSD.

17.10 Independent Entity

17.10.1 The BESSD shall be an independent entity performing its obligations pursuant to the Agreement.

17.10.2 Subject to the provisions of the Agreement, the BESSD shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the BESSD or contractors engaged by the BESSD in connection with the performance of the Agreement shall be under the complete control of the BESSD and shall not be deemed to be employees, representatives, contractors of BSUL and nothing contained in the Agreement or in any agreement or contract awarded by the BESSD shall be construed to create any contractual relationship between any such employees, representatives or contractors and BSUL.

17.11 Compliance with Law

Despite anything contained in this Agreement but without prejudice to this Article, if any provision of this Agreement shall be in deviation or inconsistent with or repugnant to the provisions contained in the Electricity Act, 2003, or any rules and regulations made there under, such provision of this Agreement shall be deemed to be amended to the extent required to bring it into compliance with the aforesaid relevant provisions as amended from time to time.

17.12 The duly executed Power Sale Agreement (PSA) between BSUL and Buying entity(s) as attached to this Agreement shall be read along with this Agreement as a composite back to back agreement for Generation and supply of electricity to the Buying entity(s), particularly, to fulfill the Renewable Purchase Obligations under the provisions of the Electricity Act, 2003 and the Regulations notified thereunder.

17.13 Breach of Obligations

The Parties acknowledge that a breach of any of the obligations contained herein would result in injuries. The Parties further acknowledge that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this Agreement is a genuine and reasonable pre- estimate of the damages that may be suffered by the non-defaulting party in each case specified under this Agreement.

17.14 Order of priority

In case of inconsistencies between the agreement(s) executed between the Parties, applicable Law including rules and regulations framed thereunder, the order of priority as between them shall be the order in which they are placed below:

i. applicable Law, rules and regulations framed thereunder;

ii. the Grid Code; and

iii. the terms and conditions of this Agreement;

IN WITNESS WHEREOF the Parties have caused the Agreement to be executed through their duly authorized representatives as of the date and place set forth above.

For and on behalf of [BSUL]	For and on behalf of [BESSD]
Name, Designation and Address	Name, Designation and Address
Signature with seal	Signature with seal
Witness: 1.	Witness: 1.
2.	2.

Schedule-A: Electricity (Timely Recovery of Costs due to Change in Law) Rules, 2021

Schedule-B:

1. **Configuration-I and Configuration-II:**

Configuration: 1

BESS Capacity: Power rating of 1200 MWh (200 MW x 6 hrs) BESS will be 200 MW, i.e., the maximum value of the active Output and Input Power at the Delivery Point. The Energy rating of 1200 MWh of the system (cumulative for all the project locations) will be the dispatchable capacity at COD of the BESS system, as measured at the Metering Point. Terms and definitions of terminologies related to BESS shall be as defined in IEC 62933-2-1.

Solar Capacity: Solar Capacity of 300MW (75MW X 4) from 4 different blocks will be the dispatchable capacity at COD of, as measured at the Metering Point.

Configuration – I								
Location	SOLAR Scheduling at CUF-23%			BESS - 800MW / 4800 MWh				
	(MW)	Min MU	Max MU	Contracted BESS MW/ MWh		BESS output Annual (MU)	Max BESS charging req. (MU)	Solar Tariff chargeable to BESSD
(A)	**(B)**	**(C)**	**(D)**	**(E)**	**(F)**	**(G)**	**(H)**	**(I)**
Madhogarh	75	76	150	200	1200	438	516	2.61
Madhogarh	75	76	150	200	1200	438	516	2.61
Pathrahi	75	76	150	200	1200	438	516	2.62
Orai	75	76	150	200	1200	438	516	2.62
TOTAL	**300**	**304**	**600**	**800**	**4800**	**1752**	**2064**	

Configuration: 2

BESS Capacity: Power rating of 800 MWh (200 MW x 4 hrs) BESS will be 200 MW, i.e., the maximum value of the active Output and Input Power at the Delivery Point. The Energy rating of 800 MWh of the system (cumulative for all the project locations) will be the dispatchable capacity at COD of the BESS system, as measured at the Metering Point. Terms and definitions of terminologies related to BESS shall be as defined in IEC 62933-2-1.

Solar Capacity: Solar Capacity of 600MW (150MW X 4) from 4 different blocks will be the dispatchable capacity at COD of, as measured at the Metering Point.

Configuration – II							
Location	SOLAR Scheduling at CUF-23%			BESS - 800MW / 3200 MWh			
	(MW)	Min MU	Max MU	Contracted BESS MW/ MWh	BESS output Annual (MU)	Max BESS charging req. (MU)	Solar Tariff chargeable to BESSD

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
Madhogarh	150	170	322	200	800	292	344	2.61
Madhogarh	150	170	322	200	800	292	344	2.61
Pathrahi	150	170	322	200	800	292	344	2.62
Orai	150	170	322	200	800	292	344	2.62
TOTAL	**600**	**680**	**1286**	**800**	**3200**	**1168**	**1376**	

2. The Contracted energy from the Project of Capacity "300MW/800MW/4800MWh" or 600MW/800MW/3200MWh (project capacity) shall be in terms of kWh/MU. Buying Entity obligation shall be for off-take of discharge energy at PGCIL Grid at Orai. BESS shall take the charging power from the Solar Plants in the Solar Park as per the above.

   The payment to be made to the SPDs for procurement of solar power by BESSD shall be recovered from the BESSD from the payment due for supplying Solar-plus- BESS energy (wherein solar energy shall be as per range specified in Column C & Column D and BESS energy as per Column G) to Buying Entity. The solar tariff at Column (I) excludes additional margin of 12 paisa per unit i.e trading margin @7 paisa per unit payable to BSUL and facilitation charge@5 paisa per unit payable to GoUP. The additional margin of 12 paisa per unit shall be recovered from BESSD for all the power injected into the grid at ISTS-CTUIL delivery point.

   In accordance with the agreement between BSUL and SPDs, the SPDs shall be obligated to provide the Solar power from the above solar project upto Maximum of 110% (2660 MU) and Minimum of 85% (2056 MU) of the Contracted energy (2419 MU) mentioned above in the table at Sl. No.1 above. If the SPD is not able to supply Minimum 85% of above energy to BESSD, then penalty @ 1.5 times the solar tariff (Column I) shall be payable to the BESSD by the SPDs/BSUL for any shortfall of energy not supplied below 85%.

3. The BESS Developer shall be obligated to off-take the entire solar power generated by the respective Solar Power Developers (SPDs) within the specified operating range of 85% to 110%, as detailed above. In the event that the BESSD fails to off-take this scheduled power for reasons other than a Force Majeure event, the BESSD shall be liable to pay the Solar Tariff for the shortfall energy to enable BSUL to remit the same to SPDs, however, such liability and penalty payment shall only trigger once the cumulative duration of reduced off-take exceeds 175 hours within a given Contract Year.

   Any shortfall in the energy required for charging of BESS along with supply of solar energy as per applicable configuration shall be arranged by the BESSD on its own from other RE source. The BESSD can, however, source up to 10% RE power (in energy terms), on annual basis, from the green market sources/bilateral agreements, towards meeting the supply conditions stipulated in the RfS/PPA.

   Further, the BESSD shall firstly, exhaust the energy allocation from the above co-located

solar power projects before going for any other RE Source.

4. Any shortfall in the energy required for charging the BESS shall be arranged by the BESSD from the Grid as allowed by CEA for co-located BESS Projects. Further, the BESSD shall first exhaust the energy allocation from the co-located solar power projects as mentioned above before arranging the balance required power for charging the BESS

5. The BESSD shall guarantee a minimum system availability of 85% on annual basis. The The BESSD shall guarantee a **Minimum BESS Energy of 85%** on Annual basis and **Minimum BESS Energy of 75%** on Monthly basis. The BESSD shall pay the penalty @1.5 times the discharge energy tariff (PPA Tariff) for any shortfall on Monthly and Annual basis for BESS energy which shall enable BSUL to remit the amount to Buying Entity under PSA to make up for losses due energy not made available to the Buying Entity

6. "Availability" of the project shall mean the ability of the BESS to execute a function i.e. discharging of energy in MU terms, when called upon to do so, as per the schedule or signal provided by the off-taker, subject to the Minimum system ratings specified herein. In addition, the BESSD shall also demonstrate, on annual basis, 100% of the Minimum dispatchable energy of the BESS at the delivery point. Monthly energy shall be calculated for each month and on the basis of Monthly energy, Annual Energy shall be calculated. For a given PPA, the Monthly Energy guarantee shall commence from the date of commissioning of the system.

7. It shall be the responsibility of the BESSD to make periodic replacements / replenishments of system capacities at its own cost to ensure annual guaranteed system ratings, if and when required, up to the Term of the Contract. Outage time as a result of replacement will also be counted as an "Accountable BESS Outage" for the purpose of computing BESS Availability.
8. Subsequent to COD of full Project/Contracted Capacity (Solar-plus-BESS), in case the monthly Generation by the BESSD is less than the Minimum as specified in the PPA, such shortfall in performance shall make the BESSD liable to pay the liquidated damages provided in the PPAto BSUL to enable BSUL to remit the amount to Buying Entity.

- **Illustration for applicable penalty on Solar Energy Generation.**

  Penalty on account of shortfall in meeting the Minimum Solar Generation energy (i.e., B < A) will be computed as follows:

  Penalty in Rs. = (A – B) x D x 1.5 where,

  A is Minimum Guaranteed Monthly Solar Generation (kWh);
  B is Actual Monthly solar generation (kWh),

  D is solar energy tariff (@Rs 2.61 or Rs. 2.62) as discovered through bidding process of selection of SPD;

  It is clarified that the calculation of Generation will not include the planned outage as declared by the BESSD. However, in case the BESSD notifies any outage outside

the planned outage hours, while the Buying Entity may not actually schedule any power injection/drawl during those outage hours, such hours will be covered in calculating the Annual Availability.

- **Illustration for applicable penalty on BESS Energy transmission.**
  Any shortfall in supply of **BESS Power** below the contracted energy by the Buying Entity shall attract penalties and the same shall be dealt as per the PPA. Such shortfall shall be permissible up to 75% on Monthly basis and upto 85% on Annual basis of the BESS contracted energy by the Buying Entity during Non-Solar Hours. The monthly shortfall will be calculated such that penalty will be levied on the Monthly shortfall below 75% of the contracted BESS capacity. For the annual shortfall below 85 % of the contracted BESS capacity, penalty will be calculated annually. In a Contract Year, the higher of these two penalties viz. Monthly shortfall and Annual shortfall shall be applicable, and the remaining penalty amount (based on difference of applicable penalty for that Contract Year and the cumulative penalty already levied for the previous 11 months in that Contract Year) shall be levied in the last month of the Contract Year.

It is hereby clarified that the penalty on account of shortfall in meeting the minimum annual energy requirement (for hours other than Non Solar hours) shall be levied separately on annual basis.

For example, considering energy supply during Non-Solar Hours for a particular month, the BESSD was required to supply 5 MUs during Non Solar Hours and the BESSD supplies 3 MUs during this month, then the applicable penalty for shortfall in supply during Non Solar Hours for this month will be Rs. 28.12 Lakhs [(0.75 x 5 – 3) x 2.50 x 1.5] (considering the tariff of Rs. 2.5/kWh). Further, if for a Contract Year, the sum of penalties for all the 12 months for Non Solar shortfall comes out to be Rs. 50 Lakhs and the penalty for Non Solar shortfall on annual basis comes out to be Rs. 60 Lakhs, the applicable penalty for that Contract Year shall be Rs. 60 Lakhs. If the penalty levied on the BESSD till 11 months (for shortfall in Non Solar hour availability) of that Contract Year is Rs. 49 Lakhs, the penalty to be imposed in the last month will be Rs. 11 Lakhs. This penalty will be in addition to the penalty for shortfall in meeting supply of power in solar hours.

In order to allow optimization of operation of RE, the BESSD is allowed to supply power, in excess of contracted capacity, to any third party or power exchange without requiring any No-Objection Certificate (NOC) from the Procurer. The BESSD may also sell the power which was offered on day ahead basis to the Procurer (within Contracted Capacity) but not scheduled by the Procurer, to any third party or in power exchange without requiring NOC from the Procurer as per applicable regulations. It may be noted that at any instance of energy supply from the Project, priority shall be given by BESSD to meet the power supply requirements as per PPA, before selling any quantum in the open market. Any instance of third-party sale of power from the Project by the BESSD,

while the supply commitments under the PPA remains unfulfilled, shall constitute a breach of BESSD's obligations under the PPA and render the BESSD liable for penalty @1.5 times of PPA Tarrif. This penalty will be levied over and above the penalty for shortfall in meeting the supply of contracted capacity to the Buying Entity.

However, in case at any point of time, the peak of capacity reached is higher than the contracted capacity and causes disturbance in the system at the point where power is injected, the BESSD will have to forego the excess generation and reduce the output to the rated capacity and shall also have to pay the penalty/charges (if applicable) as per applicable regulations / requirements / guidelines of CERC / SERC /SLDC or any other competent agency.

Any energy produced and flowing into the grid before Scheduled Commencement of supply Date shall not be at the cost to BSUL. BSUL may however agree to buy such power at their discretion provided the End Procurer consents for purchase of such power at the PPA Tariff (plus Applicable trading margin).

In case, solar PV component to be utilized for BESS charging is ready for injection of power into the grid, but the corresponding BESS component is unable to commence supply of power, the BESSD will be allowed to commence power supply from solar PV component which is ready, outside the ambit of PPA, with first right of refusal for such power being vested with the Buying Entity/BSUL. In case Buying Entity/BSUL decides to buy such discrete component's power outside the PPA, such power shall be purchased @ SPD Tariff as mentioned in table 6 @ Rs. 2.73/ Rs. 2.74 or 50% of the PPA tariff whichever is lower.

9. For a given PPA, the Monthly availability guarantee shall commence from the date of commissioning of the system and shall be calculated as below:

Monthly System Availability = Mean of the System availabilities of all time-blocks during the Month in which the off-taker has scheduled power for charging/discharging the BESS.

where,

System Availability in a time-block= $\frac{Actual\ Injection (A)}{Scheduled\ Injection\ MU_i (B)}$

where

i. i refers to the i^{th} time-block in the month where Scheduled Injection/Drawl $MU_i \neq 0$.
ii. Actual Injection MU_i is the Energy Scheduled for Discharging in the i^{th} time block, in MUs
iii. Scheduled Injection MU is the Energy Scheduled for Discharging in the i^{th} time block, in MUs
iv. A and B shall be as per the DSM/UI Reports published by the Regional RPCs / SLDC or measurement at the Main ABT Meter at the Point of Interconnection.

10. The Buying Entity shall, in accordance with Applicable Laws and Regulations thereunder, issue instructions to the BESSD through BSUL for dispatch of electricity to the Grid during such period and in such volume as it may specify in its instructions. The BESSD shall clearly specify the maximum recovery times required to restore the BESS for functional availability between duty cycles. However, in no case, the same shall be more than 1 hour.
11. Operational Window: Operational Window shall mean the expected hours/duration of system (capacity) availability on each day during the term of the Contract, excluding:
    a. Maximum BESS recovery time as specified in this document
    b. Grid Outages (duly certified to this effect by the Grid Operator)

12. In addition to above, the BESSD shall also submit Available energy Test Report for the Project Capacity as per IEC 62933-2-1 on Annual basis.
13. It shall be the responsibility of the BESSD to make periodic replacements/replenishments of system capacities (to ensure annual guaranteed system ratings), if and when required, up to the Term of the Contract. Outage time as a result of replacement will also be counted as an "Accountable BESS Outage" for the purpose of computing BESS Availability.

SCHEDULE: C

POWER SALE AGREEMENT (PSA)

POWER SALE AGREEMENT FOR SALE OF…../MW___MW/_MWh of Solar-plus-BESS CAPACITY ON LONG TERM BASIS

Between

BSUL

And

___[Enter name of the Buying Entity/Utility]

Power Sale Agreement is made on the …….. day of……. of ……..26 at……

Between

BSUL, a company incorporated under the Companies Act 2013, having its registered office at TC-43/V, Vibhuti Khand, Gomti Nagar, Lucknow- 226010, Uttar Pradesh, India (hereinafter referred to as "**BSUL**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assignees) as a Party of the first part.

And

……..[Enter name of the Buying Entity/ Utility], a company incorporated under the Companies Act 1956/ Companies Act 2013, having its registered office at ..... (hereinafter referred to as "**Buying Entity/ Buying Utility/ End Procurer**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) asa Party of the second part.

BSUL and Buying Entity are individually referred to as 'Party' and collectively referred to as 'Parties'

WHEREAS:

A. The Ministry of Power, Government of India has issued the *"Guidelines for Tariff Based Competitive Bidding Process for Procurement of Firm and Dispatchable Power from Grid Connected Renewable Energy Power Projects with Energy Storage Systems" issued vide Gazette Resolution no. 23/03/2023-R&R dated 09.06.2023 (including subsequent amendments and clarifications thereof), read with the Electricity (Amendment) Rules, 2022, dated 29th December 2022 thereof*, if any, issued until_____[Enter the last date of bid submission of the RfS].
B. BSUL had initiated a Tariff-Based Competitive Bidding (TBCB) for the selection of a Battery Energy Storage System (BESS) Developer for scheduling of solar capacity during Solar Hour from Jalaun Solar Park , coupled with delivery of BESS capacity during Non-Solar Hour as per selected configuration of "300MW/800 MW / 4800 MWh" or "600MW/800 MW / 3200 MWh" across four (4) distinct locations nearby three (3) 33/400 kV Pooling Substations (PSS) of Jalaun Solar Park on the terms and conditions contained in the Request for Selection Documents (herein after referred to as 'RFS') issued by BSUL vide RfS No…….. dated……. .
C. BSUL has signed/will sign Power Purchase Agreements (PPAs) with the Battery Energy Storage Developers (BESSDs) selected under the RfS mentioned herein above (hereinafter referred to as "BESSDs") for procurement of the …….MW/ MWh of "BESS" at…….[mention name & voltage level of Substation and scheduling of "……" MW of solar Power

solar Power from the Project(s)selected under the provisions of Request for Selection No._____dated and subsequent amendment, if any**)** based on the above mentioned Guidelines, on a long-term basis.

D. Buying Utility has agreed to purchase Solar+BESS Capacity from the BSUL under the above RfS and accordingly, BSUL has agreed to sign Power Purchase Agreements (PPAs) with BESSD for procurement of ….MW/ ….. MW/….MWh Solar+ BESS Capacity on a long-term basis, as indicated at Schedule-B of PPA. Copy of the PPA(s) shall be submitted to Buying Utility within thirty (30) days of the signing of the PPA(s) and such PPA(s) shall become integral part of this Agreement (BSUL-Buying Utility PSA).

E. Pursuant to the aforesaid objective, the Parties are desirous of entering into a Power Sale Agreement ("PSA") i.e. a definitive agreement,regarding purchase of Solar+BESS Capacity from the Project(s). Pending execution ofthe necessary agreements and other relevant documents in relation to the transaction contemplated herein, the Parties wish to execute this PSA setting out the respective obligations of the Parties and the steps necessary to completethe transactions contemplated herein.

The Parties have accordingly agreed to enter into this PSA to record their understandingand agreement with regard to the purchase of Solar+BESS Capacity to be generated from the Project and in respect to the matters incidental or ancillary thereto, upon the terms and conditions set out herein below.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND MUTUAL AGREEMENTS, COVENANTS AND CONDITIONS SET FORTH HEREIN, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

I This Agreement shall come into effect from signing of this Agreement by both the parties and such date shall be the Effective Date for the purpose of this Agreement.

II Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either Party against the other under this Agreement shall be that, within 120 days after the Effective Date of the PPA, BSUL and/or the Buying Entity shall obtain all requisite approvals including approvals of PSA (including adoption of tariff) from its appropriate Commission, on the terms and conditions contained in this Agreement read with the terms and conditions contained in the PPA entered into between BSUL and the BESSD The Parties agree that in the event the order of adoption of tariff as mentioned above is not issued by the SERC within the time specified above, this shall entail a corresponding extension in Scheduled Financial Closure and the Scheduled Commissioning Date of the Projects for equal number of days for which theSERC order has been delayed beyond the above deadline.

III The duration of this Agreement shall be coextensive and coterminous with the duration of the (i)PPAto be entered into between the BSUL and the BESSD for all intent and purposes.

IV Not used.

V Subject to the terms and conditions contained herein, BSUL hereby agrees to sell and

make available the Solar+BESS Capacity procured by BSUL from the…../MW MW/_____MWh Project to be set up by the BESSD at_____ in [Enter the location of the Projects] on the terms and conditions contained in the PPA to be entered into between BSUL and the BESSD, as per the initialed PPA (Schedule "A") on a back to back basis, to Buying Entity.

VI. Buying Entity hereby acknowledges and accepts that BSUL is an Intermediary procurer of Solar+BESS Capacity and to purchase and re-sell such Capacity to the Buying Entity to enable them to fulfill the requirement of Energy and, therefore, the sale of such power by BSUL to Buying Entity under this Agreement shall be entirely on a back to back basis to the purchase of such power by BSUL from the BESSDs under the BSUL-BESSD PPA, with the intent that there shall be no residual liability on the BSUL towards the BESSD which will not be fulfilled by the Buying Entity.

VII. In accordance with the above and except as otherwise specifically provided in this agreement, the rights and obligations of Buying Entity under this agreement shall be available and enforceable entirely and effectively on a back to back basis to the rights and obligations of the BSUL in the BSUL-BESSD PPA and in the event BSUL is not in a position to enforce its rights against the BESSD & SPD or is subject to any obligation to be performed towards BESSD or SPD, Buying Entity shall be liable to performsuch obligation or shall be entitled to such rights only on a mutatis mutandis basis, without any additional or independent exposure whatsoever to BSUL.

VIII. Except as otherwise specifically provided in this agreement, Buying Entity acknowledges and accepts that the terms and conditions of the BSUL- BESSD PPA shall mutatis mutandis apply to this Agreement between the parties. Buying Entity agrees to correspondingly fulfill, on back to back basis, all the obligations assumed by BSUL towards BESSD & SPD. Buying Entity further agrees, acknowledges and accepts that as an Intermediary, BSUL is not assuming any obligation to Buying Entity over and above the obligation which the BESSD shall duly perform under the BSUL – BESSD PPA.

IX. BSUL has agreed with the BESSD and SPD in regard to the payment of money becoming due to BESSD under the BSUL – BESSD PPA and BSUL shall be liable to discharge the payment obligation in terms of the provisions of the BSUL- BESSD PPA. Accordingly, Buying Entity agrees to effectively securitize the payment of money becoming due from Buying Entity to BSUL and Buying Entity shall make such payment to BSUL in a timely as detailed in this Agreement, to enable BSUL to make onward payment to the BESSD and SPD under BSUL-BESSD PPA.

X. The parties agree that in respect of the obligations other than the payment obligation specifically mentioned herein above, in the event Buying Entity has any claim against BSUL in regard to the performance of any obligation of BSUL under this Agreement or enforcement of any right of Buying Entity against BSUL under this Agreement, the same shall be subject to the ability of BSUL to enforce the corresponding obligations assumed by BESSD to BSUL under the BSUL-BESSD PPA. BSUL shall not be required to perform and implement the obligations of BSUL or agree to the enforcement of the rights of Buying Entity under this Agreement till such time the corresponding obligations under BSUL-BESSD PPA is duly implemented by the BESSD and in case of monetary obligations the amountis received by BSUL from the BESSD. In the event of any such claim arising at the

instance of Buying Entity, the parties shall discuss on the course of action to be initiated by BSUL against the BESSD for enforcement of the corresponding obligation and all proceedings to be initiated by BSUL against the BESSD for such enforcement shall be pursued by BSUL in consultation with Buying Entity.

XI. The parties hereby agree that the BESSD shall be liable to pay compensation under the BSUL-BESSD PPA for any shortfall in performance requirement of solar-plus-BESS Capacity provided under Article 4.4.2 of the PPA from the contracted capacity. The amount of such compensation shall be as determined as per the manner and methodology specified in the PPA and such amount shall be passed on to the Buying Entity is offset for all potential costs associated with shortfall in performance requirement under the PPA. This amount so collected from the BESSD shall be passed on to the Buying Entity. In case the Buying Entity does not avail the remittance of such compensation within sixty (60) days of the end of corresponding Contract Year, the Buying Entity shall have a right to recover the same from the amount payable by Buying Entity against Monthly Invoices. The Parties agree that as an intermediary, BSUL shall have no legal obligation to pay any amount towards this compensation, except when the amount of such compensation has been recovered from the BESSD by BSUL without any conditions and encumbrances and the amount is available for appropriation by BSUL.

XII. The parties agree that the various terms contained in the BSUL–BESSD PPA such as Scope of Project, Terms of the Agreement, Performance Guarantee, Conditions Subsequent, Obligations of the respective Parties, Construction of the Power Generation Capacity, Synchronization, Commissioning and Commercial Operation, Operation and Maintenance, Purchase and Sale of Solar-plus-BESS Capacity, Metering and Dispatch of solar-plus-BESS Capacity, Charging and Discharging of BESS Power, Billing, Accounting and payments, Liabilities, Force Majeure, Events of Default, Termination, Transfer, Change in Law, Indemnity, Insurance, Assignment and Changes, Financing and Bankability, Representations and Warranties, Governing Law, Notices, etc. and all other Miscellaneous Terms provided in the BSUL- BESSD PPA shall mutatis mutandis apply to this agreement between BSUL and Buying Entity.

XIII. The Buying Entity shall be responsible for directly coordinating and dealing with the BESSD, State Load Dispatch Centers, Regional Power Committees, and other authorities in all respects in regard to declaration of availability, scheduling and despatch of Charging & Discharging of Energy from the BESS Capacity along with supply of Solar power and due compliance with deviation and settlement mechanism and the applicable Grid code Regulations, acknowledging that the BESSD and Buying Entity are the Grid connected entities and BSUL as intermediary procurers/ trading licensee is not a Gridconnected entity in respect of the Solar-plus- BESS Capacity contracted under this Agreement;

Article 1. APPLICABLE TARIFF

1.1 The Tariff applicable for the sale of Solar-plus-BESS Capacity by BSUL to the Buying Entity under this Agreement shall be the Tariff as applicable for payment by BSUL to BESSD under the terms of the PPA between BSUL and the BESSD (Individual BESSDs tariff as per **Schedule B**) fixed for entire term of agreement at delivery point and any taxes and duties including GST (if applicable) for making Solar-plus-BESS capacity available to the Buying Entity under this Agreement, shall be payable by the Buying Entity to BSUL over and above of the Applicable Tariff under PPA, which BSUL shall be entitled to appropriate as its income.

1.2 As per provisions of the PPA, the BESSDs are permitted for full as well as part commissioning of the Project even prior to the SCD. In case of early part / full commissioning of the Project(s) prior to SCD, Buying Entity shall purchase the BESS Capacity at Applicable capacity charges / tariff as per the PPA.

1.3 The BESSD shall guarantee a minimum system availability of 75% on monthly basis and 85% on annual basis. The BESSD shall pay the penalty for such shortfall and shall duly pay such damages to BSUL to enable BSUL to remit the amount to Buying Entity under PSA. Amount of such penalty shall be 1.5 times the **PSA tariff** for the capacity not made available.

1.4 In case, solar PV component to be utilized for BESS charging is ready for injection of power into the grid, but the corresponding BESS component is unable to commence supply of power, the BESSD will be allowed to commence power supply from solar PV component which is ready, outside the ambit of PPA, with first right of refusal for such power being vested with the Buying Entity/BSUL. In case Buying Entity decides to buy such discrete component's power outside the PPA, such power shall be purchased @ SPD Tariff as mentioned in PPA @ Rs. 2.73/ Rs. 2.74 or 50% of the PPA tariff whichever is lower with applicable trading margin of 7 paisa / kWh & 5 paise facilitation charge payable by BESSD to BSUL.

1.5 In order to allow optimization of operation of RE, the BESSD is allowed to supply power, in excess of contracted capacity, to any third party or power exchange without requiring any No-Objection Certificate (NOC) from the Procurer. The BESSD may also sell the power which was offered on day ahead basis to the Procurer (within Contracted Capacity) but not scheduled by the Procurer, to any third party or in power exchange without requiring NOC from the Procurer as per applicable regulations. It may be noted that at any instance of energy supply from the Project, priority shall be given by BESSD to meet the power supply requirements as per PPA, before selling any quantum in the open market. Any instance of third-party sale of power from the Project by the BESSD, while the supply commitments under the PPA remains unfulfilled, shall constitute a breach of BESSD's obligations under the PPA and render the BESSD liable for penalty @1.5 times of PPA

Tariff. This penalty will be levied over and above the penalty for shortfall in meeting the supply of contracted capacity to the Buying Entity.

2 However, in case at any point of time, the peak of capacity reached is higher than the contracted capacity and causes disturbance in the system at the point where power is injected, the BESSD will have to forego the excess generation and reduce the output to the rated capacity and shall also have to pay the penalty/charges (if applicable) as per applicable regulations / requirements / guidelines of CERC / SERC /SLDC or any other competent agency.

Article 2. BILLING AND PAYMENT

2.1 General

The parties acknowledge and accept that the Electricity (Late Payment Surcharge and related matters) Rules, 2022 [hereinafter referred to as '**Rules**'] notified by the Central Government in exercise of the power conferred by Sub-section (1) of Section 176 of the Electricity Act, 2003 shall apply and govern the terms and conditions of this Agreement (PSA) in regard to matters contained in the said Rules including but not limited to the Late Payment Surcharge, adjustment towards the Late Payment Surcharge, Payment Security mechanism-its operations and consequences, actions of Defaulting Entities, supply obligation of BESSD, power not requisitioned by the Buying Entity, the order of payment and adjustment towards late payment surcharge and indemnification. The above shall apply both in regard to the present agreement as well as on mutatis mutandi and back to back basis to the PPA. The Rules referred to herein above being statutory shall, to the extent applicable, supersede any provisions in this Agreement (PSA) and PPA which are inconsistent or contrary to the provisions of the Rules.

Subject to above, from the commencement of availability of Solar-plus-BESS Capacity by BSUL,the Buying Entity shall pay to BSUL the monthly Tariff Payments, on or before the Due Date i.e., within 45 days from date of submission of invoice, in accordance withTariff as specified in Article 1. All Tariff Payments by the Buying Entity shall be in Indian Rupees.

BSUL shall issue to the Buying Entity a signed Monthly Bill on the first business day of the month prepared based on provisional Solar-plus-BESS Capacity of the preceding month (except for first month which shall be computed based on Contracted capacity of project as appropriated under this Agreement) and shall also include the following:

i) Adjustments bill against the Provisional Bills based on availability of Solar-plus-BESS Capacity in the preceding months

ii) Amount payable on account of shortfall in performance requirement as per PPA

iii) Late Payment Surcharge if any

iv) Taxes, duties Levies etc. as applicable

2.2 Payment of Monthly Bills

2.2.1 The Buying Entity shall pay the amount payable under the Monthly Bill on or before the Due Date i.e., within 45 days of presentation of bill within official hours, to such account of BSUL, as shall have been previously notified to the Buying Entity in accordance with Article 2.2.2 below.

2.2.2. BSUL shall open a bank account at Lucknow ("BSUL's Designated Account") for all Tariff Payments to be made by the Buying Entity to BSUL, and notify the Buying Entity of the details of such account at least ninety (90) Days before the dispatch of the first Monthly Bill. The Buying Entity shall also designate a bank account at

_____. The Buying Entity shall inform BSUL the details of such account ninety (90) Days before the dispatch of the first Monthly Bill. BSUL and the Buying Entity shall instruct their respective bankers to make all payments under this Agreement to the Buying Entity' Designated Account or BSUL's Designated Account, as the case may be, and shall notify either Party of such instructions on the same day.

2.3 Late Payment Surcharge:

In the event of payment of a Monthly Bill by the Buying Entity beyond the Due Date, a Late Payment Surcharge (LPS) shall be payable by the Buying Entity to BSULon the outstanding payment, as per Late Payment Surcharge Rules 2022 as amended from Time to Time.

The Late Payment Surcharge shall be claimed by BSUL through the Supplementary Bill. Late Payment Surcharge shall be payable on the outstanding payment beyond the Due Date at the base rate of Late Payment Surcharge applicable for the period for the first month of default. The rate of Late Payment Surcharge for the successive months of default shall increase by 0.5 percent (50 bps) for every month of delay provided that the Late Payment Surcharge shall not be more than 3 percent higher than the base rate at any time:

(a) All payments by the Buying Entity to BSUL for BESS Capacity procured from it shall be first adjusted towards Late Payment Surcharge and thereafter, towards monthly charges, starting from the longest overdue bill.

Order of payment and adjustment towards Late Payment Surcharge - All the bills payable by the Buying Entity to BSUL for the energy storage capacity procured from it, shall be time tagged with respect to the date and time of submission of the bill and the payment made by the Buying Entity shall be adjusted first against the oldest bill and then to the second oldest bill and so on, so as to ensure that payment against a bill is not adjusted unless and until all bills older than it have been paid for.

(b) If the period of default lies in two or more financial years, the base rate of Late Payment Surcharge shall be calculated separately for the periods falling in different years.

2.4 Rebate

For payment of any Bill on or before Due Date, the following Rebate shall be paid by the BSUL to Buying Entity in the following manner:

a) A Rebate of 1.5% shall be payable to the Buying Entity for the payments made within a period of ten (10) days of presentation of bills through email.

b) Any payments made beyond a period of 10 days up to and including the 30th Day from the date of presentation of bills through email, shall be allowed a rebate of 1%.

c) No Rebate shall be payable on the Bills raised on account of Change in Law relating to taxes, duties, cess etc. and Late Payment Surcharge.

d) No rebate shall be payable on the bills raised on account of taxes, Duties, cess etc.

2.5 Payment Security Mechanism

(A) Letter of Credit (LC):

2.5.1 The Buying Entity shall provide to BSUL, in respect of payment of its Monthly Bills, a single, unconditional, revolving and irrevocable letter of credit ("Letter of Credit"), opened and maintained by the Buying Entity, which may be drawn upon by BSUL in accordance with this Article. The Buying Entity shall provide BSUL draft of the Letter of Credit proposed to be provided to BSUL two (2) months before the Scheduled Commissioning Date.

Not later than one (1) Month before the Start of availability of the BESS Capacity, the Buying Utility shall through a scheduled bank at_____, open a Letter of Credit in favour of BSUL, to be made operative at least 15 days prior to the Due Date of its first Monthly Bill under this Agreement. The Letter of Credit shall have a term of twelve (12) Months and shall be reviewed after every 12 months for an amount equal to:

i) for the first Contract Year, equal to the monthly Tariff Payments;

ii) for each subsequent Contract Year, equal to the average of the monthly Tariff Payments of the previous Contract Year.

2.5.2 BSUL shall not draw upon such Letter of Credit prior to the Due Date of the relevant Monthly Bill, and shall not make more than one drawl in a Month provided that there are no outstanding dues.

2.5.3 Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article 2.5.1 due to any reason whatsoever, the Buying Entity shall restore such shortfall within seven (7) days.

2.5.4 The Buying Entity shall cause the scheduled bank issuing the Letter of Credit to intimate BSUL, in writing regarding establishing of such irrevocable Letter of Credit and any of the changes therein.

2.5.5 The Buying Entity shall ensure that the Letter of Credit shall be renewed not later than its expiry.

2.5.6 All costs relating to opening, maintenance of the Letter of Credit shall be borne by the Buying Entity.

2.5.7 If the Buying Entity fails to pay a Monthly Bill or part thereof within and including the Due Date, then, subject to Article 2.5.3 and 2.9, BSUL may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from the Buying Entity, an amount equal to such Monthly Bill or part thereof, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:

i) a copy of the Monthly Bill which has remained unpaid by the Buying Entity;

ii) a certificate from BSUL to the effect that the bill at item (i) above, or specified part thereof, is in accordance with the Agreement and has remained unpaid beyond the Due Date;

2.6 State Government Guarantee

The Buying Utility shall extend the State Government Guarantee, in a legally enforceable form, such that there is adequate security, both in terms of payment of energy charges and termination compensation if any [for the purpose of this clause, the Tri-Partite Agreement (TPA) signed between Reserve Bank of India, Central Government and State Government shall qualify as State Government Guarantee covering the security for payment of energy charges]. The BSUL shall ensure that upon invoking this guarantee, it shall at once, pass on the same to the BESSD, to the extent the payments to the BESSD in terms of the PPA are due.

Provided that, in cases where the Buying Entity is neither covered by Tri-Partite Agreement (TPA) nor is it able to provide the State Government Guarantee, in such cases, Buying Entity will provide Letter of Credit with respect to monthly billing, as per following:

a) For the 1st Contract Year, equal to 2.10 times the amount corresponding to the committed PSA Capacity as per the PSA.

b) For the subsequent years, equal to 2.10 times the average monthly bills of previous year.

2.7 Payment Security Fund

In addition to provisions contained in Article 2.6 above, the Buying Entity may provide Payment Security Fund, which shall be suitable to support payment of at least 3 (three) months' billing, of all the Projects tied up with such fund. The parties agree that subsequent to opening of the above Payment Security Fund, the proceeds of encashment of PBGs upon default of the BESSD (if any) under the respectivePPA shall be passed on to the BSUL / Buying Utility as per the modalities notified by MOP/MNRE for operation of Payment Security Fund.

It is hereby clarified that the State Government guarantee shall be invoked only after the BSUL has been unable to recover its dues under the PSA by means of the Letterof Credit and the Payment Security Fund as provided by buying entity.

2.8 Third Party Sale – Not used

2.9 Disputed Bill

2.9.1 If the Buying Entity does not dispute a Monthly Bill raised by the other Party within fifteen (15) days of receiving such Bill shall be taken as conclusive and binding.

2.9.2 If Buying Entity disputes the amount payable under a Monthly Bill it shall pay 75 % of the disputed amount and it shall within fifteen (15) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:

i) the details of the disputed amount;

ii) its estimate of what the correct amount should be; and

iii) all written material in support of its claim.

2.9.3 If the BSUL agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 2.9.2, the BSUL shall make appropriate adjustment in the next Monthly Bill.

In such a case excess amount shall be governed as per Late Payment Surcharge Rules 2022 as amended from Time to Time.

2.9.4 If the BSUL does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 2.9.2 it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to the disputing Party providing:

i) reasons for its disagreement;

ii) its estimate of what the correct amount should be; and

iii) all written material in support of its counter-claim.

2.9.5 Upon receipt of the Bill Disagreement Notice by the Buying entity under Article 2.9.4, authorized representative(s) or a director of the board of directors/ member of board of the Buying Entity and BSUL shall meet and make best endeavors to amicably resolve such dispute within fifteen (15) days of receipt of the Bill Disagreement Notice.

2.9.6 If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Bill Disagreement Notice pursuant to Article 2.9.5, the matter shall be referred to Dispute resolution in accordance with governing Laws and Dispute resolution in PPA.

2.9.7 For the avoidance of doubt, it is clarified that despite a Dispute regarding an Invoice, the Buying entity shall, without prejudice to its right to Dispute, be under an obligation to make payment of 75% of the disputed amount in the Monthly Bill.

2.10 Quarterly and Annual Reconciliation

2.10.1 The Parties acknowledge that all payments made against Monthly Bills shall be subject to quarterly reconciliation and adjustment, if any, within thirty (30) days of the end of the quarter of each Contract Year and annual reconciliation and adjustment, if any, at the end of each Contract Year within thirty (30) days thereof to take into account the Energy Accounts, Tariff adjustment payments, Tariff Rebate, Late Payment Surcharge, or any other reasonable circumstance provided under this Agreement..

2.10.2 The Parties, therefore, agree that as soon as all such data in respect of any quarter of a Contract Year or a full Contract Year as the case may be has been finally verified and adjusted, the Buying Utility and BSUL shall jointly sign such reconciliation statement. After signing of a reconciliation statement, the BSUL shall make appropriate adjustments in the following Monthly Bill, with Surcharge/Interest, as applicable. Except for the Tariff adjustment made during the period from commencement of supply to commissioning of the cumulative awarded capacity/accepted cumulative capacity by BSUL, Late Payment Surcharge/ interest shall be payable in such a case from the date on which such payment had been made to the invoicing Party or the date on which any payment was originally due, as may be applicable. Any Dispute with regard to the above reconciliation shall be dealt with in accordance with the provisionsof Article 16 of PPA.

2.11. Contracted Capacity & penalty for shortfall

2.11.1 deleted

2.11.2 deleted

2.11.3 The provisions of Article 4.4 of the PPA shall be applicable mutatis mutandis to this Agreement. BESSD, in any Contract Year except for the Contract Year ending on 31st March immediately after COD of the Project, shall not be obliged to supply / make available any Energy beyond / over and above Contracted Capacity.

BESSD shall be liable to pay compensation under the BSUL-BESSD PPA for any shortfall in performance requirement of Contracted Capacity provided under Article 4.4.2 & 4.4.5 of the PPA. The amount of such compensation shall be as determined as per the manner and methodology specified in the PPA and such amount shall be passed on to the Buying Entity to offset for all potential costs associated with shortfall in performance requirement under the PPA

The lower limit i.e. min. monthly availability of the Solar-plus-BESS, however be relaxable to the extent of grid non-availability for evacuation which is beyond the control of the BESSD (as certified by the SLDC/RLDC). Further, no compensation shallbe applicable in case of non-meeting of performance requirement as stipulated in PPA in events of Force Majeure identified under PPA with BSUL, affecting scheduling of Solar-plus-BESS capacity.

2.11.4 deleted

2.11.5 deleted

2.12 Payment of Supplementary Bill

2.12.1 BSUL may raise a "Supplementary Bill" for payment on account of:

i) Change in Law as provided in Article 12 of PPA, or

ii) Payment under Article 2.13 and other charges, if any.

And such Supplementary Bill shall be paid by the other Party.

2.12.2 Buying Entity shall remit all amounts due under a Supplementary Bill raised by the BSUL to the BSUL's Designated Account by the Due Date.

2.12.3 In the event of delay in payment of a Supplementary Bill by either Party beyond its Due Date, a Late Payment Surcharge shall be payable at the same terms applicable to the Monthly Bill in Article 2.3.

2.13 Offtake constraints due to Transmission Infrastructure /Grid Unavailability & Backdown

2.13.1. Not used.

2.13.2 **<u>Compensation due to reduced offtake by the Buying Entity</u>:**

Where the Procurer does not schedule power on account of unavailability of the transmission infrastructure or any other eventuality, the penalty will be in accordance with the Electricity (Promotion of Generation of Electricity from Must Run Power Plant) Rules 2021, as amended from time to time.

A) <u>Generation Compensation in offtake constraints due to Grid Unavailability:</u> During the operation of the Project, there can be some periods where the plant can generate power but

due to temporary transmission unavailability the power is not evacuated, for the reasons not attributable to the Generator. In such cases the generation compensation shall be addressed by the Buying entity /DISCOM in following Manner:

Duration of Grid unavailability	Provision for Generation Compensation
Grid unavailability beyond 175 hours in a year	**Generation compensation = (tariff x RE power (MW) offered but not scheduled by Procurer) X 1000 X No. of hours of grid unavailability** *However, in case of third party sale or sale in the power exchange, as price taker, the 95% of the amount realized, after deducting expenses, shall be adjusted against the Generation compensation payable, on monthly basis.*

Compensation (if any) calculated as per above provision, will be paid to the BESSD on an annual basis.

B) **Payment in case of Reduced offtake:** The Generator and the Procurer shall follow the forecasting and scheduling process as per the regulations in this regard by the Appropriate Commission. In case the plant is available to supply power but the off take of power is not done by procurer, including non-dispatch of power due to noncompliance "Electricity (Late Payment Surcharge and related Matters) Rules ,2022 notified by Ministry of power vide Gazette notification dated 3rd June 2022" and any clarifications or amendments thereto , considering the principle of "must run" status for Re power, the buying entity /Discom shall pay to the SPG, corresponding to the reduced off take , in terms of following manner:

Reduced Off take	Provision for Generation Compensation
Reduced off take beyond 175 hours in a year	**Generation compensation = (Tariff x RE power (MW) offered but not scheduled by Procurer) X 1000 X No. of hours of reduced off take.** *However, in case of third-party sale or sale in the power exchange, as price taker, the 95% of the amount realised, after deducting expenses, shall be adjusted against the Generation compensation payable, on monthly basis.*

C) For claiming compensation, the BESSD must sell their power in the power exchange as a price taker. Thus, the compensation would be limited to the difference of the actual generation up to declared capacity subject to a maximum of up to the Contracted Capacity and the quantum of power scheduled by the BSUL.

D) The BESSD shall be eligible for payment from the BSUL, corresponding to the reduced offtake of power as per above mentioned methodology. The Payment is to be done as part of the energy bill for the successive Month after receipt of Energy Accounts

(REA)/SEA/JMR. It is hereby clarified that "generation" shall mean scheduled energy based on Energy Accounts. The BESSD shall not be eligible for any compensation in case the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions or Force Majeure.

E) No back-down/curtailment to be ordered without giving formal/written instruction for the same.

Note: The BESSD shall not be eligible for any compensation in case the Backdown is on account of events like consideration of grid security or safety of any equipment or personnel or other such conditions or Force Majeure.

Article 3: EVENTS OF DEFAULT AND TERMINATION

3.1 Buying Entity Event of Default

3.1.1 The occurrence and continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event, shall constitute a Buying Entity Event of Default:

(i) Any amount subject to Article 2.9 remains outstanding beyond a period of ninety (90) days after the Due Date and BSUL is unable to recover the amount outstanding from the Buying Entity through the Letter of Credit, Payment Security Fund and; or

(ii) The Buying Entity fails to schedule Solar-plus-BESS capacity from the Delivery Points for a continuous period of one week.

(iii) If

(a) the Buying Entity becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or

(b) any winding up or bankruptcy or insolvency order is passed against the Buying Entity, or

(c) theBuying Entity goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law,

Provided that a dissolution or liquidation of the Buying Entity will not be a Buying Entity Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains creditworthiness similar to the Buying Entity and expressly assumes all obligations of the Buying Entity under this Agreement and is in a position to perform them; or

(iv) the Buying Entity repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from BSUL in this regard; or

(v) except where due to any Buying Entity's failure to comply with its material obligations, the Buying Entity is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by theBuying Entity within thirty (30) days of receipt of first notice in this regard given by BSUL.

(vi) Occurrence of any other event which is specified in this Agreement to be a material breach/ default of the Buying Entity.

3.2 Procedure for cases of Buying Entity Event of Default

3.2.1 Upon the occurrence and continuation of any Buying Entity Event of Default under Article 3.1, BSUL shall have the right to deliver to the Buying Entity a notice, stating its intention to terminate this Agreement (BSUL Preliminary Default Notice), which

shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.

3.2.2 Following the issue of BSUL Preliminary Default Notice, the Consultation Period of sixty (60) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall have to be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

3.2.3 During the Consultation Period, the Parties shall, save as otherwise provided in this Agreement, continue to perform their respective obligations under this Agreement.

3.2.4 Within a period of seven (7) days following the expiry of the Consultation Period unless the Parties shall have otherwise agreed to the contrary or the Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, the BSUL may terminate this Agreement by giving a written Termination Notice of thirty (30) days to the Buying Entity.

3.2.5 Subject to the occurrence and continuation of default by as contained under Article 3.1 and before expiry of time period of 30 days as per Clause 3.2.4,

3.2.6 Subject to the prior consent of the BSUL, the Buying Entity shall novate its part of the PSA to any third party, including its Affiliates within the period of 210 days beyond the period as per 3.2.4.

3.2.7 In the event the aforesaid novation is not acceptable to BSUL, or if no offer of novation is made by the defaulting Buying Entity, then BSUL on expiry of 30 days as provided in article 3.2.4 may terminate the PSA and at its discretion require the defaulting Buying Entity to

(i) pay to the BESSD, damages, amount equivalent to the last 24(twenty-four) months average billing, or balance PPA period whichever is less, of charges for its contracted capacity, with the Project assets being retained by the BESSD.

3.3 **BSUL Event of Default:**

3.3.1 The occurrence and the continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by the BESSD of its obligations under this Agreement, or a Change in Law event, shall constitute the Event of Default on the part of defaulting BSUL:

(i) BSUL repudiates this Agreement and does not rectify such breach even within a period of sixty (60) days from a notice from the buying entity in this regard; or

(ii) except where due to any BESSD's failure to comply with its obligations, BSUL is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by BSUL within sixty (60) days of receipt of notice in this regard from the Buying Entity to BSUL; or

(iii) if

- BSUL becomes voluntarily or involuntarily the subject of any bankruptcy

or insolvency or winding up proceedings and such proceedings remain uncontested for a period of sixty (60) days, or

- any winding up or bankruptcy or insolvency order is passed against BSUL, or
- BSUL goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, provided that it shall not constitute a BSUL Event of Default, where such dissolution or liquidation of Buying entity or BSUL is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and has creditworthiness similar to BSUL and expressly assumes all obligations of BSUL and is in a position to perform them; or;

(iv) Occurrence of any other event which is specified in this Agreement to be a material breach or default of BSUL.

3.4 Procedure for cases of BSUL Event of Default

(i) Upon the occurrence and continuation of any BSUL Event of Default, the BESSD shall have the right to deliver to BSUL, a Buying Entity Preliminary Default Notice, which notice shall specify in reasonable detail the circumstances giving rise to its issue.

(ii) Following the issue of a Buying Entity Preliminary Default Notice, the Consultation Period of ninety (90) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

(iii) During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.

(iv) After a period of two hundred ten (210) days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or BSUL Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, BSUL under intimation to the Buying Entity, BESSD and SPD shall, subject to the prior consent of the BESSD and SPD, novate its part of the PSA/ PPA to any third party, including its Affiliates, within the stipulated period. In the event the aforesaid novation is not acceptable to the Buying Entity, or if no offer of novation is made by BSUL within the stipulated period, then the Buying may terminate the PSA

In case of termination of PSA, due to default of BESSD/SPD, the BESSD/SPD shall pay to the Buying Entity, damages equivalent to 24 (twenty four) months, or balance PSA period whichever is less, of charges for its contracted capacity with the stipulated minimum CUF. Payment from BSUL to DISCOM shall be subject to receipt from BESSD/SPD.

In the event of termination of PPA/PSA, on account of Event of Default by the BESSD /

BSUL/Buying Entity, any damages or charges payable to the STU/ CTU, for the connectivity of the plant, shall be borne by the by the entity due to whose failure, the termination was triggered.

3.5 Termination due to Force Majeure

If the Force Majeure Event or its effects continue to be present beyond a period of 180 days; either Party shall have the right to cause termination of the Agreement. In case neither party terminates the Agreement under this clause, the Agreement shall stand terminated on the expiry of twelve (12) months of the continuation of the Force Majeureevent without any further liability to either Party from the date of such termination unless the parties mutually agree to extend the Agreement for the further period.

3.6 Termination of back to back agreements

In case of termination of BSUL-BESSD PPA, this Agreement shall automatically terminate to the extent of particular BSUL-BESSD and capacity. Provided that in case of such termination as identified in this Article any pending monetary liabilities of either Party shall survive on the termination of this Agreement. In the event of termination of PPA/PSA, any damages or charges payable to the STU/CTU/Nodal Agency, for the connectivity of the Project, shall be borne by the entity due to whose failure, the termination was triggered.

ARTICLE 4: MISCELLANEOUS PROVISIONS

4.1 Amendment

4.1.1 This Agreement may only be amended or supplemented by a written agreement between the Parties, with the approval of the Appropriate Commission, if necessary. Subject to the provisions of the RfS Document and keep this Agreement as principle Agreement, both Parties may execute further Agreement on similar terms and conditions.

4.2 Third Party Beneficiaries

4.2.1 This Agreement is solely for the benefit of the Parties, BESSD and their respective successors and permitted assigns and shall not be construed as creating any duty, standard of care or any liability to, any person not a party to this Agreement.

4.3 Waiver

4.3.1 No waiver by either Party of any default or breach by the other Party in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorized representative of such Party:

4.3.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this Agreement, which shall remain in full force and effect.

4.4 Confidentiality

4.4.1 The Parties undertake to hold in confidence this Agreement and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

a) to their professional advisors;

b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or

c) disclosures required under Law without the prior written consent of the other Party.

4.5 Severability

4.5.1 The invalidity or unenforceability, for any reason, of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of this Agreement, unless the part held invalid or unenforceable is fundamental to this Agreement.

4.6 Notices

4.6.1 All notices or other communications which are required to be given under this Agreement shall be in writing and in the English language.

4.6.2 If to the Buying entity, all notices or other communications which are required must

be delivered personally or by registered post or facsimile or any other method duly acknowledged to the addresses below:

Address :

Attention :

Email :

Fax. No. :

Telephone No.:

4.6.3 If to BSUL, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the address below:

Name:
Designation:
Address:

Email:

Fax. No:

Telephone No

4.7 Compliance with Law

Despite anything contained in this Agreement but without prejudice to this Article, if any provision of this Agreement shall be in deviation or inconsistent with or repugnant to the provisions contained in the Electricity Act, 2003, or any rules and regulations made there under, such provision of this Agreement shall be deemed to be amended to the extent required to bring it into compliance with the aforesaid relevant provisions as amended from time to time.

4.8 The duly executed PPA between BSUL and BESSD shall be attached to this Agreement and shall be read along with Agreement as a composite back to back process for BESS Capacity under the provisions of the Electricity Act, 2003 and the Regulations notified thereunder.

IN WITNESS WHEREOF the Parties have caused the Agreement to be executed throughtheir duly authorized representatives as of the date and place set forth above.

For and on behalf of [BSUL]	For and on behalf of [.....]
	_____ Signature with seal
1. Witness	2. Witness

SCHEDULE A - PPA

SCHEDULE B- Details of Successful Projects

SCHEDULE B

Details of Successful Projects

Apendix to PSA

Obligation of Buying Entity

1. **Change in Law**

1.1 "Change in Law" means the occurrence of any of the following events prior to 7 days of last date of bid submission resulting into any additional recurring/ non-recurring expenditure by the BESSD/SPD or any income to the BESSD/SPD and includes:

(i) a change in interpretation of any law by a competent court; or

(ii) the enactment of any new law; or

(iii) a change in any domestic tax, including duty, levy, cess, charge or surcharge by the Central Government, State Government or Union Territory administration leading to corresponding changes in the cost; or

(iv) a change in any condition of an approval or license obtained or to be obtained for purchase, supply or transmission of electricity, unless specifically excluded in the agreement for the purchase, supply or transmission of electricity, which results in any change in the cost.

However, Change in Law/ Regulation shall not include;

(c) any change in taxes on corporate income or any change in any withholding tax on income or dividends, or

(d) change in respect of deviation settlement charges or frequency intervals by an Appropriate Commission.

The term "law" in this provision, includes any Act, Ordinance, order, bye-law, rule, regulation, notification, for the time being in force, in the territory of India.

1.2 **Adjustment in tariff on account of Change in Law**

On the occurrence of a Change in Law, the Tariff or monthly charges shall be adjusted and be recovered in accordance with the Electricity (Timely Recovery of Costs due to Change in Law) Rules, 2021 notified by the Ministry of Power on 22 October2021 (and subsequent amendments, if any) to compensate the affected party so as to restore such Affected Party to the same economic position as if such Change in Law had not occurred.

In the event of occurrence of any of the events as provided under clause 2 of Electricity (Timely Recovery of Costs due to Change in Law) Rules, 2021 which results in any adverse financial loss/ gain to the SPD/BESSD/Buying Entity then, in order to ensure that the SPD/BESSD/Buying Entity is placed in the same financial position as it would have been had it not been for the occurrence of the Change in Law / Regulation, the SPD/BESSD/ Buying Entity shall be entitled to compensation by the other party, as the case may be. The compensation payment on account of such 'Change in Law' shall be determined in accordance with the Electricity (Timely Recovery of Costs due to Change in Law) Rules, 2021 notified by Ministry of power vide notification dated 22nd October'2021 including amendments and clarifications thereof issued from time to time (**Schedule-A**) and shall be effective from such date as may be decided by the Appropriate Commission.

1.3 Payment by BSUL against any claim for change in law event to the BESSD/End Procurer shall be subject to realization of the same from the End Procurer/BESSD to BSUL.

2. Offtake capacity obligation of Buying Entity

In accordance with the agreement between BSUL and SPDs, the SPDs shall be obligated to provide the Solar power from the above solar project upto Maximum of 110% (2660 MU) and Minimum of 85% (2056 MU) of the Contracted energy (2419 MU) mentioned in the Table 1 below. If the SPD is not able to supply Minimum 85% of above energy to BESSD, then penalty @ 1.5 times the solar tariff (Column J) shall be payable to the BESSD by the SPDs/BSUL for any shortfall of energy not supplied below 85%.

Table-1

Developer	Location	Installed Solar Capacity (MW)	CUF %	Contracted Enerrgy (MU)	Min Cont. Energy (MU)	Max Cont. Energy (MU)	Tariff
Coal India Limited	Madhogarh	300	23	604.75	514	665	**2.73**
Coal India Limited	Madhogarh	300	23	604.75	514	665	**2.73**
NLC India Renewables Ltd	Pathrahi	300	23	604.75	514	665	**2.74**
NLC India Renewables Ltd	Orai	300	23	604.75	514	665	**2.74**
TOTAL		**1200**	**23**	**2419**	**2056**	**2660**	

The BESS Developer shall be obligated to off-take the entire solar power generated by the respective Solar Power Developers (SPDs) within the specified operating range of 85% to 110%, as detailed above. In the event that the BESSD fails to off-take this scheduled power for reasons other than a Force Majeure event, the BESSD shall be liable to pay the Solar Tariff for the shortfall energy to enable BSUL to remit the same to SPDs, however, such liability and penalty payment shall only trigger once the cumulative duration of reduced off-take exceeds 175 hours within a given Contract Year.

The Contracted Capacity from the Solar-plus-BESS Project depends upon the final configuration selected by the Buying Entity/DISCOM during the execution of the PSA. Under this framework, Solar + BESS capacity in *Configuration-I of "75MW/ 200 MW / 1200 MWh"* will be obligated to deliver annual energy as per **Table-2**, whereas in *Configuration-II of "150MW/200 MW / 800 MWh"* will be obligated to deliver annual energy as per **Table-3**.

The BESS Developer (BESSD) shall procure the entire solar power generated from the co-located blocks at the 1200 MW Jalaun Solar Park, utilizing it to charge the BESS, supply solar power and shall bear sole responsibility for scheduling Solar-plus- BESS energy to fulfill the delivery commitments under the selected configuration. The Buying Entity/DISCOM shall be obligated to off-take the combined Solar-plus-BESS energy as per selected configuration at the designated Delivery Point (i.e., PGCIL GSS). The details are provided in the following tables:

Table-2

Configuration – I								
Location	SOLAR Scheduling at CUF-23%			BESS - 800MW / 4800 MWh				
	(MW)	Min MU	Max MU	Contracted BESS MW/ MWh		BESS output Annual (MU)	Max BESS charging req. (MU)	Solar Tariff chargeable to BESSD
(A)	**(B)**	**(C)**	**(D)**	**(E)**	**(F)**	**(G)**	**(H)**	**(I)**
Madhogarh	75	76	150	200	1200	438	516	2.61
Madhogarh	75	76	150	200	1200	438	516	2.61
Pathrahi	75	76	150	200	1200	438	516	2.62
Orai	75	76	150	200	1200	438	516	2.62
TOTAL	**300**	**304**	**600**	**800**	**4800**	**1752**	**2064**	

Table-3

Configuration – II								
Location	SOLAR Scheduling at CUF-23%			BESS - 800MW / 4800 MWh				
	(MW)	Min MU	Max MU	Contracted BESS MW/ MWh		BESS output Annual (MU)	Max BESS charging req. (MU)	Solar Tariff chargeable to BESSD
(A)	**(B)**	**(C)**	**(D)**	**(E)**	**(F)**	**(G)**	**(H)**	**(I)**
Madhogarh	150	170	322	200	800	292	344	2.61
Madhogarh	150	170	322	200	800	292	344	2.61
Pathrahi	150	170	322	200	800	292	344	2.62
Orai	150	170	322	200	800	292	344	2.62
TOTAL	**600**	**680**	**1286**	**800**	**3200**	**1168**	**1376**	

In view of above, Buying Entity acknowledges that BSUL acts solely as an intermediary procurer of Solar+BESS Capacity. Accordingly, this PSA operates strictly on a back-to-back basis with the BSUL-BESSD/SPD PPA, incorporating its terms mutatis mutandis. All rights, performance obligations, and liabilities under this Agreement are aligned with those under the PPA, ensuring Buying Entity fulfills all corresponding obligations so that BSUL incurs no additional, independent, or residual liability to either party beyond what the BESSD/SPD actually perform.

Annexure - 4

IMPORTANT INSTRUCTIONS TO BIDDERS FOR ONLINE BIDDING

The Techno-commercial Bid and Price Bid to be submitted on-line at Central Public Procurement e-Portal http://eprocure.gov.in/eprocure/app. The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

Registration:

i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal by using the "Online Bidder Enrolment" option available on the home page. Enrolment on the CPP Portal is free of charge.

ii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

iii) During enrolment/ registration, the bidders should provide the correct/true information including valid email-id & mobile no. All the correspondence shall be made directly with the Consultants/ bidders through email-id provided.

iv) For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY/ TCS/ nCode/ eMudra or any Certifying Authority recognized by CCA India one Token/ Smart Card.

v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.

vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.

vii) Bidders can then log into the site through the secured login by entering their user ID/password and the password of the DSC/ eToken.

Searching for Tender documents:

a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

b) Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/ e-mail in case there is any corrigendum issued to the tender document.

c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/ help from the Helpdesk.

Preparation of Bids:

a) For preparation of bid, Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum, if any, published before submitting their bids. After selecting the tender document same shall be moved to the **'My Favourite**' folder of bidders account from where bidder can view all the details of the tender document.

b) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidder shall note the number of covers in which the bid documents have to be submitted, the number of documents, including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

c) Any clarifications if required then same may be obtained online through the tender site, or through the contact details given in the tender document.

d) Bidders should get ready in advance the bid documents to be submitted as indicated in the tender document/ schedule in PDF/ xls/ rar/ zip/ dwf formats. If there is more than one document, they can be clubbed together using zip format.

e) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, Annual Reports, Auditor Certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" or "Other Important Documents" area as per tender requirements while submitting the bid, and need not be uploaded again and again. This will lead to reduction in the time required for bid submission process.

Submission of Bids:

i) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time.

ii) Bidder should prepare the Tender Fee and EMD as per the instructions specified in the NIT/ tender document. The originals should be submitted to the Tender Inviting Authority, on or before the last date & time of offline bid submission. The details of the DD/BC/BG, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.

iv) Bidder shall select the payment option as 'offline' to pay the Tender Fee/ EMD as applicable and enter details of the instrument.

v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.

vi) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.

vii) Bidder shall note that each document to be uploaded for the tender should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded. For the file size of less than 1 MB, the transaction uploading time will be very fast.

viii) Utmost care shall be taken for uploading Schedule of Quantity & Price and any change/ modification of the price schedule shall render it unfit for bidding. Bidders shall download the Schedule of Quantities & Prices in XLS format and save it without changing the name of the file. Bidder shall quote their rates in figures in white background cells, thereafter save and upload the file in financial bid cover (Price bid) only. If the Schedule of Quantity & Price file is found to be modified by the bidder, the bid will be rejected. The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the tender.

ix) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

x) After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the bidders shall take print out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.

xi) Bidder should follow the server time being displayed on bidder's dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.

xii) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to 24x7 CPP Portal Helpdesk **Number Ph. Nos. +91-120-4711508, +91-120-4001002, +91-120-4001005, +91-120-6277787**Technical Email: support-eproc@nic.in

Any corrigendum, subsequent amendments and / or extension of date, if any, for submission of Bids shall be posted on the portal http://eprocure.gov.in/eprocure/app. Bidder(s) are advised to visit the portal regularly before the deadline for submission of Bids.

The NHPC reserves the right to accept or reject any Bid and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidder(s). However, the Bidder(s) who wish to seek reasons for such decision of cancellation/rejection shall be informed of the same by NHPC unless its disclosure reasonably could be expected to affect the sovereignty and integrity of India, the security, strategic, scientific or economic interest of the state or lead to incitement of an offence.

FOUR KEY INSTRUCTIONS FOR BIDDERS Note

The following 'FOUR KEY INSTRUCTIONS for BIDDERS' must be assiduously adhered to:-

i) Obtain individual Digital Signature Certificate (DSC or DC) well in advance of tender submission deadline.

ii) Register your organization on CPPP well in advance of tender submission deadline.

iii) Get your organization's concerned executives trained on CPPP well in advance of tender deadline.

iv) Submit your bids well in advance of tender submission deadline on portal (There could be last minute problems due to internet timeout, breakdown, etc.) While the first three instructions mentioned above are especially relevant to first-time users of portal, the fourth instruction is relevant at all times.

Note : Electronic procurement system will not allow any Bidder to place their bids after the expiry of scheduled date & time. NHPC/ NIC-CPPP shall not be responsible for any delays/ problems related to bandwidth, connectivity etc., which are beyond the control of the NHPC/NIC-CPPPP.

Annexure – 5

TERMS & CONDITIONS OF REVERSE AUCTION

After opening of Financial Bids and short-listing of bidders based on the First Round Quoted Tariff and capacity of qualified Project(s), NHPC shall resort to "REVERSE AUCTION PROCEDURE". Reverse Auction shall be conducted as per methodology specified in Section-3 and other provisions of Reverse Auction in RfS documents and their subsequent Addenda/ Amendments. Bidders, in their own interest, are advised to go through the documents in entirety. The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give complete explanations. Further these are supplementary in nature.

1. Bidders shall ensure online submission of their 'Bid Price' within the auction period.
2. A portal selected by NHPC for Reverse Auction will provide all necessary training and assistance before commencement of reverse auction to the interested bidders.
3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RfS document or intimated later on for compliance.
4. Reverse auction will be conducted on scheduled date & time, as informed to the bidders.
5. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which are mentioned in the RfS document.
6. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant NHPC guidelines* shall be initiated by NHPC.
7. The Bidder shall not divulge either his Bids or any other exclusive details of NHPC to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
   a) Bidders may note that, although extension time is '10' minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute hosting of the Financial Bid.
   b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of NHPC, bid process, bid technology, bid documentation and bid details.
   c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
   d) Technical and other non-commercial queries (not impacting price) can only be routed to the NHPC contact personnel indicated in the RfS document.
   e) Order finalization and post order activities such issue of LoA, signing of PPA etc would be transacted directly between successful bidder(s) and BSUL.

f) LoA may be placed outside the e-portal & further processing of the LoA may also be outside the system.

g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in Section – 3 of the RfS document.

h) Bidders are advised to visit the auction page login into the system well in advance to identify / rectify the problems to avoid last minute hitches.

i) NHPC will not be responsible for any PC configuration/Java related issues, software/hardware related issues, telephone line glitches and breakdown / slow speed in internet connection of PC at Bidder's end.

j) Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC / Internet / Java related issues and Bidder may lose the chance of participation in the auction.

10. No queries shall be entertained while Reverse Auction is in progress.

BUSINESS RULES OF REVERSE AUCTION

1) A portal selected by NHPC will be NHPC's authorized Service Provider for e-Reverse Auction (e-RA). Please go through the guidelines given below and submit your acceptance to the same.

2) Bidders who are found technically and commercially acceptable and whose Price Bid is as per the Bid Condition after e-tender are eligible to participate in e-RA. The intimation of schedule date & time to conduct e-RA shall be sent to eligible bidders in advance. E-Reverse Auction (e-RA) shall be conducted by a portal selected by NHPC on scheduled date and time. Eligible bidders shall participate from their own offices / place of their choice. Internet connectivity shall be ensured by the respective bidders themselves. Designated officials i.e. Tender Inviting Authority of NHPC shall have access to portal and shall witness e-RA process.

3) A portal selected by NHPC for reverse auction shall arrange to demonstrate / train (if not trained earlier) bidders' nominated person(s), without any cost. They will also explain all the Rules related to e-Reverse Auction/Business Rules Document to be adopted along with training manual.

   The Application Service Provider (ASP) shall arrange to demonstrate/ train (if not trained earlier) bidders' nominated person(s) through ONLINE training by ppts / Audio Visual file without any cost. These training materials shall remain available on the portal all the time whenever bidders access the portal for such purposes. If bidders require any explanation in regard to the Rules related to e-Reverse Auction / Business Rules Document to be adopted along with bid manual, the same shall be explained to the bidder through any means of communication i.e. telephonic/email.

   .

4) Reverse Auction shall be conducted as per methodology specified in **Section-4** and other provisions of Reverse Auction in RfS documents and their subsequent Addenda/ Amendments. Bidders, in their own interest, are advised to go through the documents in

entirety. The Business Rules mentioned hereunder are in brief and may not give complete explanations. Further these are supplementary in nature.

i. The 'Opening Price' of each bidder i.e. start price for RA will be the "First Round Tariff Bid" quoted by the respective bidder in its financial bid for the qualified Project(s).

ii. The minimum decrement value for Reverse Auction is 1 paisa in the tariff and in multiple thereof. .

5) Auction shall be for a period of **60 minutes**. The bidding continues with an auto extension of **10 min** time if any Bidder quotes a further lower price within final 10 minutes of specified closing time of auction.

6) Each Bidder shall be assigned **Unique User Name** & **Password** by a portal selected by NHPC for reverse auction**.** Bidders are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from a portal selected by NHPC for reverse auction to ensure confidentiality. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.

7) After completion of the online Reverse Auction, the last quoted price of each bidder shall be available for further processing. If no bid is received in the auction system/ website within the specified time duration of the online RA, then NHPC may consider the "First Round Tariff" bid received through e-tendering for selection.

8) Online Reverse Auction shall be conducted by NHPC on pre-specified date and time, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

9) During the RA any requests for extension of time will not be considered by NHPC. Bidders are therefore requested to make all the necessary arrangements/ alternatives whatever required so that they are able to participate in the Reverse Auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse Auction cannot be the cause for not participating in the Reverse Auction. NHPC shall not be responsible for such eventualities.

10) Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, capacity/number of Projects being auctioned, auction rules etc.

11) After the reverse auction is closed, bucket filling will be done and allocation will be made based on the ranking of bidders at particular configuration as per Clause 3.1 above & 3.2.1. The lowest quoting bidder will be allotted its qualified capacity of Project and 1st preferred site location as submitted in Site Location Preference Format (available in Bid Document) and then, next higher bidder will be allotted its qualified capacity of the Project and the most preferred site location in the balance available locations/blocks and so on, at their respective last quoted tariff till the offered capacity of Projects is fully allotted.

12) NHPC shall be at liberty to call the *L1" bidders for further process/ negotiation/ cancel the e-reverse auction process/ re-tender at any time, without assigning any reason thereof.

13) NHPC/ Service Provider shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
14) NHPC along with Service Provider can decide to reschedule or cancel any Auction; the bidders shall be informed accordingly.
15) The bidder shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other bidders. The bidder shall also not divulge either his bid or any other exclusive details of NHPC to any other party. If it has come to notice of NHPC/Service Provider that bidders have colluded while submitting price in e-RA, the same be dealt as per provision of Integrity Pact.
16) Any updation/ modification in the e-RA process brought out above shall be conveyed in advance to the bidders before e-RA.
17) Other terms and conditions shall be as per the bidding documents.

**L1 = Lowest Evaluated Bidders came in the configuration(s) bucket after e-tendering and/or e-Reverse Auction (as the case may be)*

Within one (1) hour after conclusion of e-RA, successful bidders shall furnish confirmation through his registered e-mail id to the Tender Inviting Authority for present tender as per Annexure-7. The bidder shall submit the Process Compliance Form as per Annexure-6.

ANNEXURE-6

Process Compliance Form for e-Reverse Auction

(*Bidders are required to submit this on their Company's Letter Head and sign & stamp)*

To,

____Name, Designation, Address of Tender Inviting Authority___

Contact Person:.....

E-mail: .....

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the e-Reverse Auction mentioned in the Business Rules for <.....*Name of tender Package & Tender Specification No*.: >

This letter is to confirm that:

1. The undersigned is authorized representative* of the Company.
2. We have studied the e-Reverse Auction Terms & Conditions and the Business Rules governing the e-Reverse Auction as mentioned in the bid document and confirm our agreement to them.
3. We also confirm that we shall take the training on the auction tool and shall understand the functionality of the same thoroughly, before start of e-RA.
4. We also confirm that we will submit tariff confirmation within an hour of conclusion of e-Reverse Auction through company email ID.
5. Our registered email id is_____ .

We hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name –

Company / Organization – Designation within Company / Organization – Address of Company / Organization – *Person having power of attorney for the subject package

ANNEXURE-7

Format for submitting Price Confirmation for e-Reverse Auction

(To be submitted on Company Letter Head duly signed and stamped)

REF No. ..... Date: .....

To,

Name, Designation, Address of Tender Inviting Authority___

Contact Person:

E-mail:

Re: Price Confirmation for the e-Reverse Auction of

Auction Notice Dated: .....

.. **For** Procurement of... [...Name of package]

For NHPC LIMITED E-Tender Id no

Reference above, we here by confirm that we have given our final offer in the e-Reverse Auction System as per the template, which is attached herewith duly signed and stamped from our end.

i) Final TARIFF

Signature:

Name:

Designation:

Seal of the Company

Annexure - 8

Deleted

Annexure-9

PROJECT LOCATION DETAILS

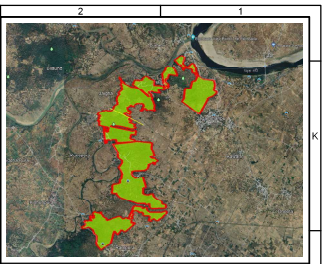
(Bidders are requested to contact the concerned person of the substation for further details, if required

Sl No	Location	Solar+BESS Capacity in MW/MW/MWh		Contact Person
		Configuration- I	Configuration- II	
1	Madhogarh PSS Block-1	75/200/1200	150/200/800	Name: Sh. Vinod Rai Phone No: 9521097989
2	Madhogarh PSS Block-2	75/200/1200	150/200/800	
3	Pathrahi PSS Block-3	75/200/1200	150/200/800	
4	Orai PSS Block-4	75/200/1200	150/200/800	
Total Capacity		**300/800/4800**	**600/800/3200**	

Annexure-10

PROPOSED MASTER PLAN LAYOUT: enclosed

PROPOSED MASTER LAYOUT – MADHOGARH LOCATION



KEY PLAN
(NOT TO SCALE)

AREA-1
AREA-2
AREA-3
AREA-4
AREA-5

COMMON FACILITIES AREA (TENTATIVE)
POOLING SUBSTATION AREA (TENTATIVE)

BOUNDARY - JAGDISHPUR-PRO MADHOGARH VILLAGE MAIN ROAD

POINT UTM COORDINATES

No.	EASTING	NORTHING	No.	EASTING	NORTHING
1	317402.255418	2917015.183459	53	318383.047983	2922606.977521
2	318880.147918	2917505.208714	54	318324.255747	2922744.402907
3	319027.208498	2917821.213646	55	318434.913583	2923006.798199
4	318788.264052	2917814.279028	56	318418.299369	2923417.235856
5	319013.205255	2917964.272279	57	318923.373916	2923195.888503
6	319124.131235	2917958.720766	58	319019.195571	2923331.228503
7	319522.167422	2917911.887033	59	319268.847209	2923613.393837
8	320559.240692	2917960.328112	60	318610.043523	2923335.705124
9	320516.259516	2917865.038960	61	318957.669972	2923163.260383
10	320353.715373	2917697.723718	62	318956.893722	2923191.876980
11	320275.215514	2917637.257800	63	319456.647480	2923434.241170
12	319880.137183	2917566.817889	64	319735.031880	2923433.749432
13	320423.269534	2918256.009596	65	320982.809691	2924621.203275
14	320000.485617	2918546.699824	66	321277.988404	2924802.794686
15	319945.281764	2918785.208833	67	321400.611094	2924595.492727
16	319978.418859	2918866.848192	68	321155.957680	2924390.231804
17	319868.220884	2919036.077833	69	321256.201523	2924432.748882
18	319994.453987	2920156.807475	70	321896.070888	2924277.838942
19	320131.205619	2920153.817516	71	322023.887993	2923869.540031
20	320206.977386	2920211.343374	72	321986.209990	2923881.276152
21	319936.280107	2919785.167220	73	322212.060129	2923760.278236
22	319521.210298	2919453.639018	74	322703.862806	2923701.765745
23	319042.283834	2919650.878769	75	322745.142776	2923501.264355
24	320002.417672	2920457.284624	76	322845.122963	2923166.405284
25	319915.261310	2920736.073607	77	322776.405084	2923088.830954
26	319959.315086	2920994.445826	78	322881.247351	2923221.210673
27	319588.248173	2919807.151210	79	322043.074164	2922225.205962
28	319215.311739	2920960.025612	80	321914.537962	2922393.257190
29	319465.716298	2920575.201000	81	320986.765962	2923156.282532
30	319307.263089	2920388.982352	82	320577.690441	2923001.231231
31	317324.201187	2918473.548435	83	320074.885168	2922859.208322
32	317425.494823	2918165.466768	84	320697.020826	2923215.279260
33	317586.982301	2918425.493975	85	320985.384382	2923550.427558
34	318063.187192	2918504.222916	86	320966.873426	2923538.108106
35	318207.267506	2918479.189298	87	320706.975373	2923442.826491
36	318220.209789	2918746.487174	88	320683.373387	2923466.077842
37	318166.210973	2918830.432999	89	320457.269313	2924029.140983
38	317938.249768	2920975.223606	90	319943.871602	2923774.949764
39	318035.801681	2921027.187591	91	319569.235541	2923825.449504
40	318009.440128	2921044.425685	92	320133.171358	2923749.319964
41	318279.894984	2921180.246208	93	320053.217424	2923567.471287
42	318391.272033	2921225.240154	94	318311.149551	2919707.853485
43	318165.112284	2921285.897199	95	318204.480608	2919705.027546
44	318515.428314	2921144.719518	96	318224.410608	2919779.319151
45	318805.267804	2921176.154583	97	317796.006763	2919551.229182
46	317917.103380	2921531.698713	98	317776.304800	2919527.894715
47	317863.161475	2921676.203937	99	317453.350954	2919726.285580
48	317586.125319	2921978.004527	100	317127.805141	2917348.882054
49	317607.942449	2922186.604969	101	317336.152445	2917891.420637
50	317491.698096	2922226.298210	102	316851.975414	2917274.902385
51	317607.268768	2922426.673407	103	317402.200000	2917375.200000
52	318286.580705	2922506.463353			

NOTES:
1. VILLAGE SETTLEMENT AREA HAS BEEN IDENTIFIED FROM GOOGLE EARTH AND THE IDENTIFIED AREA HAS BEEN EXCLUDED IN THE PLOT PLAN LAYOUT.
2. AS PER DPR, BOUNDARY LENGTH IS 53km AND TOTAL AREA IS 3015.91 ACRE.

PROJECT DETAILS	
LATITUDE & LONGITUDE	25°04'42.21"N 79°04'54.24"E
SITE LOCATION	MADHOGARH, JALAUN, UTTAR PRADESH.

LEGEND:

SR.No.	SYMBOL	DESCRIPTION
1.		AREA-1 BOUNDARY
2.		AREA-2 BOUNDARY
3.		AREA-3 BOUNDARY
4.		AREA-4 BOUNDARY
5.		AREA-5 BOUNDARY
6.		SITE COMPOUND WALL (TENTATIVE)
7.		220 KV TRANSMISSION LINE CORRIDOR (WITH ROW)
8.		EXISTING VILLAGE MAIN ROAD
9.		APPROACH ROAD
10.		VILLAGE ROAD TO BE STRENGTHENED
11.	250 MW	BLOCK-1 (125MW)
12.	250 MW	BLOCK-2 (125MW)
13.		ENCROACHMENT AREA
14.		POOLING SUBSTATION AREA
15.		COMMON FACILITIES AREA

TENTATIVE UTM COORDINATES POINTS

SR.No.	POINT	EASTING	NORTHING
1	VR-1	321861.18	2924814.45
2	VR-2	317599.20	2921883.21
3	VR-3	318813.20	2920332.21
4	VR-4	319885.13	2917232.20

TENTATIVE DETAILS

SR.No.	AREA DESCRIPTION	BRIJL ALIGNMENT BOUNDARY AREA(KML)	EXCLUDING VILLAGE SETTLEMENT AREA	COMPOUND WALL LENGTH
		HECTARE	ACRES	METER
1	AREA-1	417.01	416.00	9456.04
2	AREA-2	551.260	529.84	11300.28
3	AREA-3	164.20	383.82	14291.28
4	AREA-4	822.280	769.18	18195.61
5	AREA-5	521.240	498.03	15875.43
6	POOLING SUBSTATION AREA		4.75	
7	COMMON FACILITIES AREA		4.75	
	Total	2774.99	2583.27	69086.64

IMPORTANT NOTES:
1. THE PROJECT SITE BOUNDARY IS BASED ON THE INPUT KML RECEIVED FROM BSUL AND SUBJECT TO VARY ON THE ACTUAL SURVEY. THE DEMARCATED BOUNDARY IS TENTATIVE.
2. ALL ROADS ARE PROPOSED BASED ON DESKTOP STUDY.
3. AFTER RECEIPT OF ACTUAL SITE TOPOGRAPHIC SURVEY AND BOUNDARY MARKING, ROAD LAYOUT SHALL BE FINALIZED.

REV.	DATE	DESCRIPTION	DRN.	STR.	MECH.	ELEC.	INST.
0	29.01.26	ISSUED FOR REVIEW	RK		RB		
				APPROVED BY			

OWNER'S CONSULTANT:
FICHTNER
Consulting Engineers (India) Private Limited
Chennai, Bengaluru

SOLAR POWER DEVELOPER:
BUNDELKHAND SAUR URJA LIMITED
(A Joint Venture of NHPC Limited and UPNEDA)

	SIGNATURE	DATE
DRAWN	RK	29-1-26
DESIGNED	SKP	29.01.26
CHECKED	MAP	29.01.26
DEPT.HEAD	RB	29.01.26
PROJ.MGR.	SK	29-1-26

RELEASED FOR	
PRELIMINARY	✓
TENDER	
ENGINEERING	
CONSTRUCTION	

PROJECT: 1200MW SOLAR POWER PARK, JALAUN,UTTAR PRADESH

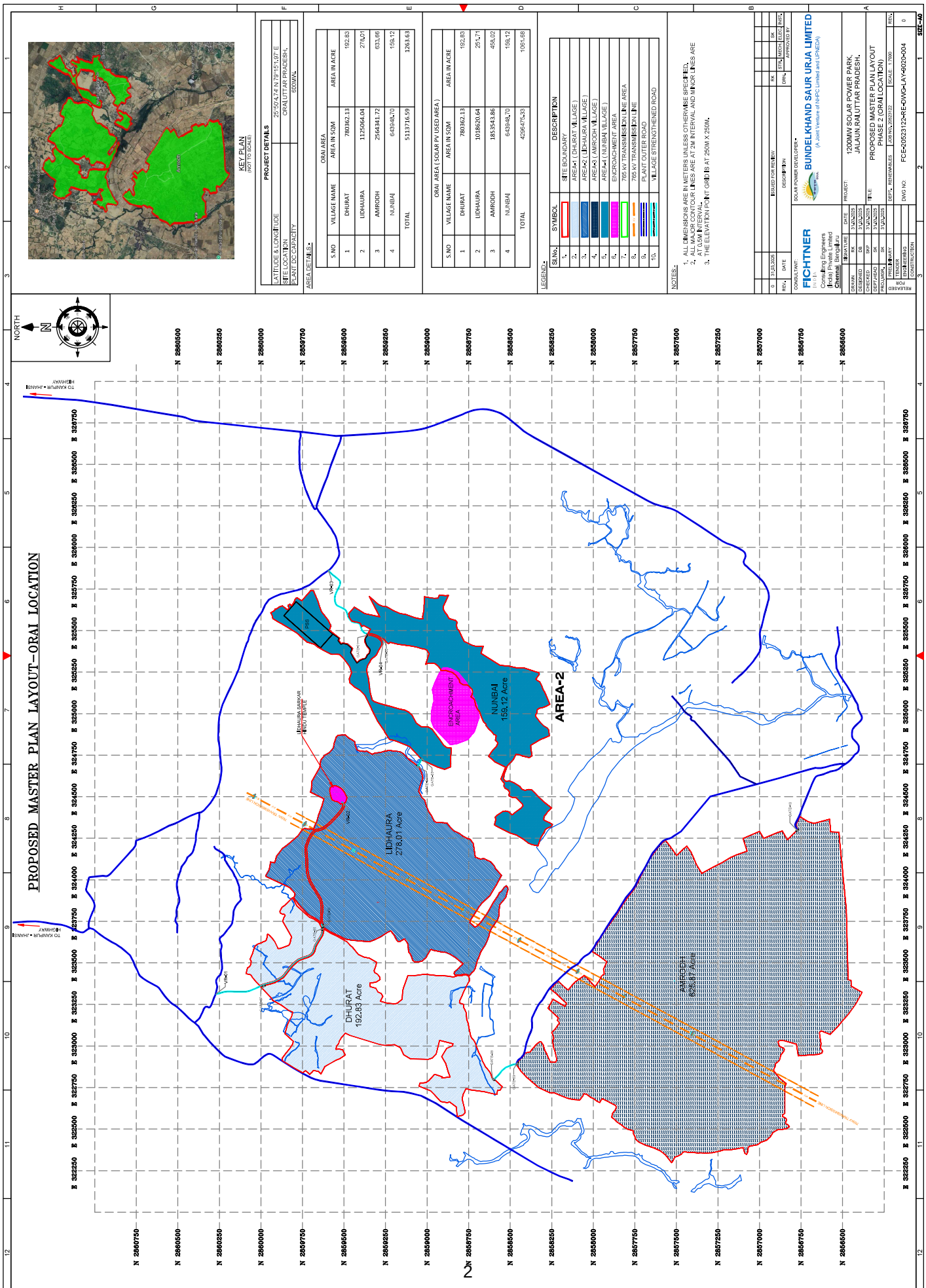
TITLE: PROPOSED MASTER PLAN LAYOUT - PHASE-1 (MADHOGARH LOCATION)

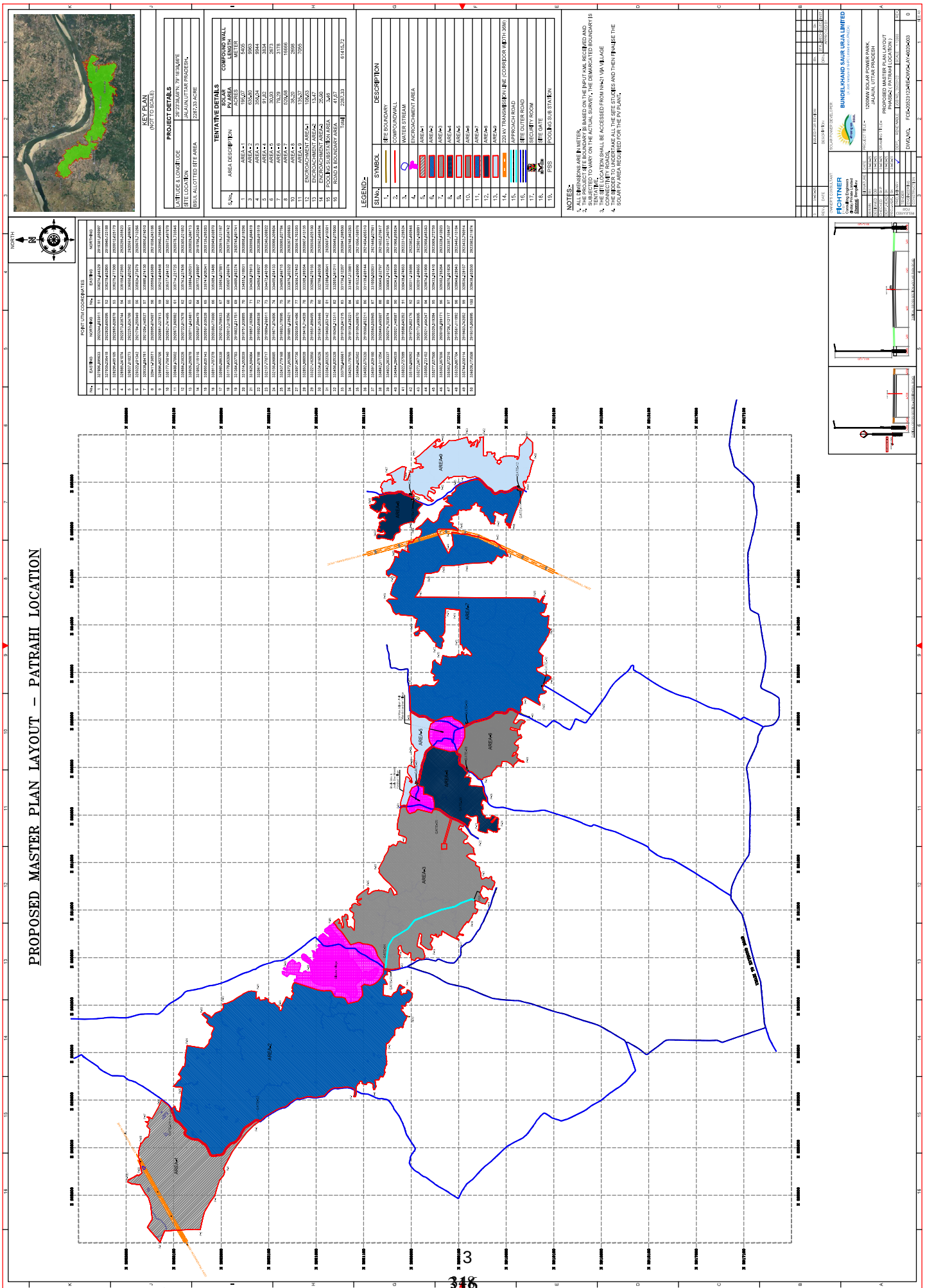
DEPT.: RENEWABLES | JOB NO.: 20631122 | SCALE: 1:1100 | REV.: 0

DWG NO: FCS-20531123-GEN-DWG-LAY-60200-002

SIZE-A0

File No. BSUL/LKO/26-27/23/26.07.26 (Computer No. 176105)
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PROPOSED MASTER PLAN LAYOUT-ORAI LOCATION
KEY PLAN
(NOT TO SCALE)
PROJECT DETAILS
LATITUDE & LONGITUDE
25°50'4.7"N 79°51'07.6"E
SITE LOCATION
ORAI,UTTAR PRADESH.
PLANT DC CAPACITY
600MW.
AREA DETAILS :-
ORAI AREA
S.NO | VILLAGE NAME | AREA IN SQM | AREA IN ACRE
1 | DHURAT | 780362.13 | 192.83
2 | LIDHAURA | 1125064.04 | 278.01
3 | AMRODH | 2564341.72 | 633.66
4 | NUNBAI | 643948.70 | 159.12
TOTAL | 5113716.59 | 1263.63
ORAI AREA (SOLAR PV USED AREA)
S.NO | VILLAGE NAME | AREA IN SQM | AREA IN ACRE
1 | DHURAT | 780362.13 | 192.83
2 | LIDHAURA | 1018620.64 | 251.71
3 | AMRODH | 1853543.86 | 458.02
4 | NUNBAI | 643948.70 | 159.12
TOTAL | 4296475.33 | 1061.68
LEGEND :-
Sl.No. | SYMBOL | DESCRIPTION
1. | SITE BOUNDARY
2. | AREA-1 (DHURAT VILLAGE)
3. | AREA-2 (LIDHAURA VILLAGE)
4. | AREA-3 (AMRODH VILLAGE)
5. | AREA-4 (NUNBAI VILLAGE)
6. | ENCROACHMENT AREA
7. | 765 KV TRANSMISSION LINE AREA
8. | 765 KV TRANSMISSION LINE
9. | PLANT OUTER ROAD
10. | VILLAGE STRENGTHENED ROAD
NOTES :-
1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED.
2. ALL MAJOR CONTOUR LINES ARE AT 2M INTERVAL AND MINOR LINES ARE AT 0.5M INTERVAL.
3. THE ELEVATION POINT GRID IS AT 250M X 250M.
AREA-2
NUNBAI 159.12 Acre
ENCROACHMENT AREA
LIDHAURA 278.01 Acre
DHURAT 192.83 Acre
AMRODH 633.66 Acre
PSS
VILLAGE BARRIER WITH TEMPLE
TO KANPUR - JHANSI HIGHWAY
N 2560500
N 2560250
N 2560000
N 2559750
N 2559500
N 2559250
N 2559000
N 2558750
N 2558500
N 2558250
N 2558000
N 2557750
N 2557500
N 2557250
N 2557000
N 2556750
N 2556500
E 324750
E 325000
E 325250
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E 325750
E 326000
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E 326500
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E 328750
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E 329250
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E 330000
E 330250
E 330500
E 330750
E 331000
E 331250
E 331500
E 331750
E 332000
E 332250
E 332500
E 332750
E 333000
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E 333500
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E 336750
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E 339250
E 339500
E 339750
E 340000
E 340250
E 340500
E 340750
E 341000
E 341250
E 341500
E 341750
E 342000
E 342250
E 342500
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E 343000
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E 343750
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E 344250
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E 344750
E 345000
E 345250
E 345500
E 345750
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E 346750
E 347000
E 347250
E 347500
E 347750
E 348000
E 348250
E 348500
E 348750
E 349000
E 349250
E 349500
E 349750
E 350000
E 350250
E 350500
E 350750
E 351000
E 351250
E 351500
E 351750
E 352000
E 352250
E 352500
E 352750
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E 353250
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E 353750
E 354000
E 354250
E 354500
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E 355000
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E 355500
E 355750
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E 356250
E 356500
E 356750
E 357000
E 357250
E 357500
E 357750
E 358000
E 358250
E 358500
E 358750
E 359000
E 359250
E 359500
E 359750
E 360000
E 360250
E 360500
E 360750
NORTH
CONSULTANT
FICHTNER
Consulting Engineers (India) Private Limited
Chennai, Bengaluru
SOLAR POWER DEVELOPER :-
BUNDELKHAND SAUR URJA LIMITED
(A Joint Venture of NHPC Limited and UPNEDA)
PROJECT:
1200MW SOLAR POWER PARK, JALAUN,RAUTTAR PRADESH.
TITLE:
PROPOSED MASTER PLAN LAYOUT PHASE 2 (ORAI LOCATION)
DRG NO:
FCE-2062122-RE-DWG-LAY-0020-004
SCALE: 1:7500
SIZE: A0
REV: 0
DATE: 31.03.2026
DESCRIPTION
APPROVED BY
DRN.
CHK.
DES.
REV.
DEPT. RENEWABLES
DRN NO. 2062122
RELEASED FOR
TENDER
DESIGNING
CONSTRUCTION


PROPOSED MASTER PLAN LAYOUT – PATRAHI LOCATION
KEY PLAN
(NOT TO SCALE)
PROJECT DETAILS
LATITUDE & LONGITUDE 26°23'36.48"N, 79°19'36.08"E
SITE LOCATION JALAUN,UTTAR PRADESH.
BSUL ALLOTTED SITE AREA 2287.33 ACRE
TENTATIVE DETAILS
S.No. AREA DESCRIPTION SOLAR PV AREA COMPOUND WALL LENGTH
AREA-1 765.07 5405
AREA-2 630.20 9963
AREA-3 356.04 8944
AREA-4 91.22 3834
AREA-5 91.22 3834
AREA-6 76.29 3178
AREA-7 609.28 16866
AREA-8 36.20 2698
ROAD 136.27 7085
ENCROACHMENT AREA-1 11.47
ENCROACHMENT AREA-2 25.60
ENCROACHMENT AREA-3 3.46
POOLING SUBSTATION AREA 41.20
ROAD & BOUNDARY AREA 2.33
TOTAL 2287.33 61413.72
LEGEND-
SLNo. SYMBOL DESCRIPTION
1. SITE BOUNDARY
2. COMPOUNDWALL
3. WATER STREAM
4. ENCROACHMENT AREA
5. AREA-1
6. AREA-2
7. AREA-3
8. AREA-4
9. AREA-5
10. AREA-6
11. AREA-7
12. AREA-8
13. 220 kV TRANSMISSION LINE (CORRIDOR WIDTH-30M)
14. APPROACH ROAD
15. SITE OUTER ROAD
16. SECURITY ROOM
17. SITE GATE
18. PSS POOLING SUB STATION
NOTES-
1. ALL DIMENSIONS ARE IN METER.
2. THE SITE LAYOUT IS BASED ON THE INPUT KML RECEIVED AND SUBJECTED TO VARY ON THE ACTUAL SURVEY. THE DEMARCATED BOUNDARY IS INDICATIVE.
3. THE SITE LOCATION SHALL BE ACCESSED FROM NH-21 VIA VILLAGE CONNECTIVITY ROADS.
4. THE CONTRACTOR SHALL ENCHASE ALL THE SITE STUDIES AND THEN FINALISE THE SOLAR PV AREA REQUIRED FOR THE PV PLANT.
CONSULTANT: FICHTNER Consulting India Private Limited
CLIENT: BUNDELKHAND SAUR URJA LIMITED (A Joint Venture of NHPC Limited and UPNEDA)
PROJECT TITLE: 1200MW SOLAR POWER PARK, JALAUN, UTTAR PRADESH
DRAWING TITLE: PROPOSED MASTER PLAN LAYOUT
DRAWING NO.: FICH/2023123/CHD/MLAY/4603/A03
SCALE: 1:10000
SOLAR POWER DEVELOPER
DESIGNED BY
DRAWN BY
CHECKED BY
APPROVED BY
DATE
REVISION NO.
0
NORTH
POINT | LONGITUDE/EASTING | LATITUDE/NORTHING
1 2370952.805533 3252054.435311 2370952.805533 3252054.435311 2919181.205997
2 2370929.226418 3252030.660595 2370929.226418 3252030.660595 2919840.233188
3 2382599.405195 3252269.426978 2382599.405195 3252269.426978 2920372.625179
4 2382605.041974 3252373.629744 2382605.041974 3252373.629744 2920529.205820
5 2382572.078373 3252232.624706 2382572.078373 3252232.624706 2920051.489661
6 2382544.481761 3252106.140597 2382544.481761 3252106.140597 2919852.742450
7 2382517.242871 3252059.872587 2382517.242871 3252059.872587 2919726.622548
8 2382489.004738 3252031.604464 2382489.004738 3252031.604464 2919705.643189
9 2382460.602738 3252001.202815 2382460.602738 3252001.202815 2919660.094485
10 2382432.364741 3251972.964818 2382432.364741 3251972.964818 2919617.424670
11 2382404.126743 3251944.726820 2382404.126743 3251944.726820 2919574.754855
12 2382375.888745 3251916.488822 2382375.888745 3251916.488822 2919532.085040
13 2382347.650747 3251888.250824 2382347.650747 3251888.250824 2919489.415225
14 2382319.412749 3251860.012826 2382319.412749 3251860.012826 2919446.745410
15 2382291.174751 3251831.774828 2382291.174751 3251831.774828 2919404.075595
16 2382262.936753 3251803.536830 2382262.936753 3251803.536830 2919361.405780
17 2382234.698755 3251775.298832 2382234.698755 3251775.298832 2919318.735965
18 2382206.460757 3251747.060834 2382206.460757 3251747.060834 2919276.066150
19 2382178.222759 3251718.822836 2382178.222759 3251718.822836 2919233.396335
20 2382149.984761 3251690.584838 2382149.984761 3251690.584838 2919190.726520
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23 2382065.270767 3251605.870844 2382065.270767 3251605.870844 2919062.717075
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26 2381980.556773 3251521.156850 2381980.556773 3251521.156850 2918934.707630
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34 2381754.652789 3251295.252866 2381754.652789 3251295.252866 2918593.349110
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53 2381218.130827 3250758.730904 2381218.130827 3250758.730904 2917782.622625
54 2381189.892829 3250730.492906 2381189.892829 3250730.492906 2917739.952810
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60 2381020.464841 3250561.064918 2381020.464841 3250561.064918 2917483.933920
61 2380992.226843 3250532.826920 2380992.226843 3250532.826920 2917441.264105
62 2380963.988845 3250504.588922 2380963.988845 3250504.588922 2917398.594290
63 2380935.750847 3250476.350924 2380935.750847 3250476.350924 2917355.924475
64 2380907.512849 3250448.112926 2380907.512849 3250448.112926 2917313.254660
65 2380879.274851 3250419.874928 2380879.274851 3250419.874928 2917270.584845
66 2380851.036853 3250391.636930 2380851.036853 3250391.636930 2917227.915030
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68 2380794.560857 3250335.160934 2380794.560857 3250335.160934 2917142.575400
69 2380766.322859 3250306.922936 2380766.322859 3250306.922936 2917099.905585
70 2380738.084861 3250278.684938 2380738.084861 3250278.684938 2917057.235770
71 2380709.846863 3250250.446940 2380709.846863 3250250.446940 2917014.565955
72 2380681.608865 3250222.208942 2380681.608865 3250222.208942 2916971.896140
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77 2380540.418875 3250081.018952 2380540.418875 3250081.018952 2916758.547065
78 2380512.180877 3250052.780954 2380512.180877 3250052.780954 2916715.877250
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94 2380060.372909 3249600.972986 2380060.372909 3249600.972986 2916033.160210
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96 2380003.896913 3249544.496990 2380003.896913 3249544.496990 2915947.820580
97 2379975.658915 3249516.258992 2379975.658915 3249516.258992 2915905.150765
98 2379947.420917 3249488.020994 2379947.420917 3249488.020994 2915862.480950
99 2379919.182919 3249459.782996 2379919.182919 3249459.782996 2915819.811135
100 2379890.944921 3249431.544998 2379890.944921 3249431.544998 2915777.141320
NORTH
EASTING

Annexure-11

Illustrations for Energy Flow and Apportionment of Transmission Losses

1. **Operational Framework and Energy Flow (Configuration 1)**

Under this configuration, the BESS Developer (BESSD) shall act as the lead scheduling entity for both solar energy and BESS energy at delivery point.

- The BESSD is obligated to off-take the entire solar energy generated from Solar Power Developers (SPDs) at the specified locations at their respective discovered tariffs (e.g., ₹2.61 or ₹2.62/kWh).
- The BESSD shall schedule a contracted quantum of solar-plus- BESS power (e.g., 75 MW Solar / 200 MW BESS / 1200 MWh BESS per location) directly to the delivery point.
- The DISCOM/Buying Entity shall off-take the entire Solar-plus-BESS power at the delivery point at a composite tariff discovered for this RfS (e.g., ₹5.00/kWh).

Table 1: Illustrative Energy Flow Matrix (300 MW/800MW/4800MWh) :

Configuration-II	**SPD Generation/ BESSD Offtake**		**BESSD contracted Energy supplied at delivery point**						
	Energy Generated by SPD or Energy offtake by BESSD (Tariff @2.61 or @2.62)		**Solar Energy Scheduled**			**BESS Energy 800MW / 4800 MWh**			**PSA with DISCOM for Solar+ BESS**
Location	**MW**	**MU**	**MW**	**Min MU**	**Max MU**	**MW**	**MWh**	**MU**	**Tariff**
	(A)	***(B)***	***(C)***	***(D)***	***(E)***	***(F)***	***(G)***	***(I)***	***(J)***
Madhogarh	300	604.75	75	76	150	200	1200	438	5
Madhogarh	300	604.75	75	76	150	200	1200	438	5
Pathrahi	300	604.75	75	76	150	200	1200	438	5
Orai	300	604.75	75	76	150	200	1200	438	5
		2419	300	**304**	**600**	800	4800	**1752**	5

Table 2: Illustrative Energy Flow Matrix (600MW/800MW/3200MWh) :

Configuration-II	SPD Generation/ BESSD Offtake		BESSD contracted Energy supplied at delivery point						
	Energy Generated by SPD or Energy offtake by BESSD (Tariff @2.61 or @2.62)		Solar Energy Scheduled			BESS Energy 800MW / 3200 MWh			PSA with DISCOM for Solar+ BESS
Location	MW	MU	MW	Min MU	Max MU	MW	MWh	MU	Tariff
	(A)	*(B)*	*(C)*	*(D)*	*(E)*	*(F)*	*(G)*	*(I)*	*(J)*
Madhogarh	300	604.75	150	170	322	200	1200	292	5
Madhogarh	300	604.75	150	170	322	200	1200	292	5
Pathrahi	300	604.75	150	170	322	200	1200	292	5
Orai	300	604.75	150	170	322	200	1200	292	5
		2419	600	**680**	**1286**	800	4800	**1168**	5

2. Mechanism for Apportionment of Transmission Losses.

2.1 Delivery Point as per BSUL-SPD PPA: Originally, the total contracted energy of the SPDs (2,419 MU) was scheduled for delivery at the ISTS CTUIL Substation, and the SPDs' discovered tariffs inclusive of transmission losses up to delivery point. With the introduction of this RfS and the intermediate conversion of solar energy via the BESS, the SPDs' delivery point is now be considered as the 33kV intersection point at the Pooling Substation (PSS).

2.2 Method of Loss Apportionment: Since the 400kV transmission losses were already factored into the SPDs' discovered tariffs, these losses cannot be loaded onto the BESSD. Therefore, the transmission losses incurred during the evacuation of the Solar-plus-BESS energy scheduled by the BESSD shall be apportioned to and recovered from the SPDs at SPD tariff and balance transmission losses upto delivery point shall be borne by BESSD.

2.3 Adjustment of Transmission losses:

- **Solar Hours:** The transmission losses for energy supplied during solar hours shall be calculated based on readings from the meters installed on either side of the 400kV transmission line.

- **Non-Solar Hours (BESS Discharge):** Similarly, the transmission losses for actual BESS energy supplied during non-solar peak hours shall be calculated based on the readings from the meters installed on either side of the 400kV transmission line.
- The total measured transmission losses including transformer losses as applicable shall be deducted at SPD tariff (e.g., ₹2.61 or ₹2.62/kWh) from dues payable to SPD and remitted to BESSD.

Annexure-12

ECS – Form

NHPC ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)
(PAYMENT TO PARTIES THROUGH CREDIT CLEARING MECHANISM)

No. : ☐

1. BIDDER'S NAME : _____

a) ADDRESS : _____

_____

b) Phone/ Mobile No. : _____

2. PARTICULARS OF BANK ACCOUNT :

a) BANK NAME : _____

b) BRANCH NAME : _____

c) ADDRESS : _____

Telephone No. : _____

d) IFSC CODE OF THE BANK :
(For payment through RTGS)

e) ACCOUNT TYPE :
(S.B. Account/ Current Account or/
Cash Credit with code 10/11/13)

f) ACCOUNT NUMBER :

_____
(As appearing on the Cheque Book)

I hereby declared that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete of incorrect Information, I would not hold the user Company responsible.

(----------)

Date : *Signature of the Bidder*

Certified that the particulars furnished above are correct as per our records.

(Bank's Stamp) (----------)