NTPC VIDYUT VYAPAR NIGAM LIMITED

(A Wholly Owned Subsidiary of NTPC Limited, A Maharatna Organization, under

Ministry of Power, Government of India)

5th Floor, Engineering Office Complex,

A-8A, Sector -24, Noida – 201301 (U.P.)

Request for Selection (RfS) Document

For

PROCUREMENT UNDER TARIFF-BASED GLOBAL COMPETITIVE BIDDING REQUEST FOR SELECTION (RFS) DOCUMENT FOR SUPPLY OF ENERGY FROM 187.5 MW/750 MWh BATTERY ENERGY STORAGE SYSTEMS IN INDIA TO BE ESTABLISHED WITH VIABILITY GAP FUNDING SUPPORT (VGF)

DISCLAIMER

1. Though adequate care has been taken while preparing the RfS document, the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given by the prospective bidders to the office of NTPC Vidyut Vyapar Nigam Limited (NVVN) 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(s).
2. NVVN reserves the right to modify, amend or supplement this document.
3. This RfS document has been prepared in good faith, and on best endeavor basis. Neither NVVN nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.
4. This RfS is not an agreement and is neither an offer nor invitation to the prospective bidders or any other person. The purpose of this RfS is to set the terms for the selection process and to provide Bidders with information that may be useful to them in preparation and submission of their Bids.
5. The bidder shall bear all its costs associated with or relating to the preparation and submission of its bid, including but not limited to preparation, copying, postage, delivery fees or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the bidder and the authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation of submission of the bid, regardless of the conduct or the outcome of the bidding process.
6. In case of any discrepancy in the Bidding documents uploaded on the websites of NVVN, Bharat ETS e-bidding portal (The link for same is https://www.bharat-electronictender.com), the documents uploaded on the https://www.bharat-electronictender.com website will prevail.

Place: Noida Date: _____

BID INFORMATION SHEET

The brief details of the RfS are as under:

<table>
<tr><td>(A)</td><td>NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB</td><td>1. Selection of Developers for Supply of Energy from 187.5 MW/750 MWh (93.75 MW/375 MWh – 2 Nos) Battery Energy Storage Systems in India with “on Demand” usage to be setup under Tariff-based Competitive Bidding.
2. The Projects will be set up under “BOO” model.</td></tr>
<tr><td>(B)</td><td>RfS NO. & DATE</td><td>NVVN/C&M/2026-27/BESS-06 dated: 23.11.2026</td></tr>
<tr><td>(C)</td><td>TYPE OF BIDDING SYSTEM</td><td>Single Stage Bidding with Two Envelopes</td></tr>
<tr><td>(D)</td><td>TYPE OF RfS/ TENDER</td><td><table><tr><td>E-TENDER</td><td>Yes</td></tr><tr><td>MANUAL</td><td></td></tr></table></td></tr>
<tr><td>(E)</td><td>COMPLETION/ CONTRACT PERIOD</td><td>As mentioned in RfS Document</td></tr>
<tr><td>(F)</td><td>DOCUMENT FEE/ COST OF RfS DOCUMENT (NON-REFUNDABLE)</td><td><table><tr><td>APPLICABLE</td><td></td></tr><tr><td>NOT APPLICABLE</td><td>Yes</td></tr></table></td></tr>
<tr><td>(G)</td><td>DOCUMENT PROCESSING FEE (NON-REFUNDABLE)</td><td><table><tr><td>APPLICABLE</td><td>Yes</td></tr><tr><td>NOT APPLICABLE</td><td></td></tr></table>Rs. 15 Lakh + 18% GST for total Project capacity quoted by bidder, shall be submitted through NEFT/RTGS transfer in the account of the NVVN.</td></tr>
<tr><td>(H)</td><td>EARNEST MONEY DEPOSIT (EMD)</td><td><table><tr><td>APPLICABLE</td><td>Yes</td></tr><tr><td>NOT APPLICABLE</td><td></td></tr></table>Amount: INR 9,24,75,000.00 (Rupees Nine Crore Twenty-Four Lakh Seventy-Five Thousand Only) shall be submitted in the form of Bank Guarantee.</td></tr>
</table>

(I)	**PERFORMANCE BANK GUARANTEE**	PERFORMANCE BANK GUARANTEE (PBG): Bidders selected by NVVN based on this RfS shall submit Performance Bank Guarantee (PBG) for a value @ **INR 23,11,87,500.00 (Rupees Twenty-Three Crore Eleven Lakh Eighty-Seven Thousand Five Hundred Only)** prior to signing of PPA as per terms of RfS.
(J)	**DATE, TIME & VENUE OF PRE-BID MEETING**	As per date & time mentioned on ETS portal. Bidders shall submit their queries on or before to NVVN through email.
(K)	**OFFLINE & ONLINE BID-SUBMISSION DEADLINE**	Applicable as per NIT on Bharat-ETS portal
(L)	**TECHNO-COMMERCIAL BID OPENING**	As per NIT on Bharat-ETS portal
(M)	**e-Reverse Auction (e-RA)**	Will be informed to eligible bidders. Date and time of e-RA shall be intimated through email.
(N)	**CONTACT DETAILS OF (insert details of the e-bidding portal)**	mail to: Bharat-ETS portal https://www.bharat-electronictender.com
(O)	**Name, Designation, Address and other details** **(For Submission of Response to RfS)**	Kushank Kumar, Deputy General Manager(C&M) NTPC VIDYUT VYAPAR NIGAM LIMITED Ph No. 0120-4947239 5th Floor, Engineering Office Complex, A-8A, Sector -24, Noida – 201301 (U.P.)
(P)	**Details of persons to be contacted in case of any assistance required**	NTPC VIDYUT VYAPAR NIGAM LIMITED (A Wholly Owned Subsidiary of NTPC Limited) 5th Floor, Engineering Office Complex, A-8A, Sector -24, Noida – 201301 (U.P.)

1. Bidders are required to quote strictly as per terms and conditions of the RfS documents and not to stipulate any deviations/ exceptions.
2. Any bidder, who meets the Qualifying Requirement and wishes to quote against this RfS, may download the complete RfS document along with its amendment(s) and clarifications if any, from Bharat ETS e-bidding portal and/or NVVN website **(www.nvvn.co.in)** and submit their Bid complete in all respect as per terms & conditions of RfS Document on or before the due date of bid submission.
3. Clarification(s)/ Corrigendum(s) if any shall also be available on the above referred websites.

Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfS document through the websites https://www.bharat-electronictender.com and www.nvvn.co.in**. No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually. Intimation regarding notification on the above shall be updated on** www.nvvn.co.in **and the details only will be available from https://www.bharat-electronictender.com.**

SECTION 1. INTRODUCTION & INVITATION FOR BIDS

1 Background & Introduction

1.1 NTPC VIDYUT VYAPAR NIGAM LIMITED (hereinafter referred to as "NVVN"), a wholly Owned Subsidiary of NTPC Limited (Govt of India Enterprises), has been incorporated with the objective of, inter alia, carrying on the business of trading in electricity by purchasing all forms of electrical power from generating companies, captive generating plants (CGPs), distribution licensees, State Electricity Boards etc., and sell such electrical power thereof to SEBs, distribution companies / licensees and bulk power consumers etc. in India and abroad. NVVN has been nominated as a BESS Implementing Agency (BIA) by Ministry of Power, GoI under the Viability Gap Funding (VGF) scheme for Development of Battery Energy Storage Systems (BESS).

1.2 With various global developments in technology and manufacturing, Renewable Energy (RE) has become the most affordable and cheapest source for meeting energy requirements. India has been expanding its installed RE capacity with the aim of reaching 500 GW by 2030. RE from sources like solar and wind is variable and not available round the clock like thermal power to meet the demand. Energy Storage Systems (ESS) are necessary to address this challenge by storing excess energy when not needed and supplying it during peak demand periods. As reliance on RE increases, the grid experiences stress during evening and morning peaks when sufficient RE is not available, necessitating additional power dispatch. ESS plays a vital role in successfully integrating RE into the grid and assisting grid operators in managing these fluctuations in demand and RE supply. ESS connected to solar pooling stations also help in maximizing the capacity utilization of RE transmission systems.

1.3 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. CEA's Report on Optimal generation capacity mix for the year 2029-30 (Version 2.0), released in April, 2023, envisages a total installed Battery Energy Storage capacity of 41,650 MW/208,250 MWh as part of the installed capacity in 2029-30. This will be in addition to 18,986 MW of Pumped Hydro Storage System envisaged to be a component of the installed capacity in 2029-30.

1.4 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. Apart from Pumped Hydro Storage Plants, BESS are envisaged to be significant element of the future grid with increased share of renewable energy in accordance with the target of 500 GW of non-fossil-based capacity to be installed by 2030. BESS assets can provide the required flexibility in generation apart from ensuring resource adequacy. Besides, Energy Storage Systems also have the

potential to enable better utilization of the country's transmission network and reducing network infrastructure footprint.

1.5 Guidelines for Implementation of the RfS

This RfS document has been prepared based on 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 Ministry of Power vide Gazette Notification dated 10.03.2022 and subsequent amendments and clarifications issued thereto until the bid submission deadline for this RfS and operational guidelines for CPSU Component under the Scheme for Viability Gap Funding for development of Battery Energy Storage Systems dated 17th Oct 2024 and subsequent clarifications and amendments issued by Ministry of Power. NVVN has issued this RfS in the capacity of "BESS Implementing Agency" as defined in the aforementioned Guidelines/amendments/clarifications.

1.6 NTPC Vidyut Vyapar Nigam Limited (hereinafter referred to as the BESS IMPLEMENTING AGENCY, or the BIA or NVVN) seeks to procure energy from energy storage systems, on an "On-Demand" basis, suited to the requirements during the peak and off-peak hours. In view of the above, the BIA hereby invites proposals for supply of energy from ISTS - connected Battery Energy Storage Systems (BESS) to be set up for an aggregate storage capacity of 750 MWh (187.5 MW x 4 hrs) with single cycles charging/discharging operation of BESS with project to be located anywhere in India connected with ISTS network. At the end of selection process, a **Letter of Award (LoA)** will be issued to the successful Bidders for each Project. However, PPA with the successful bidder shall be signed only after signing of Power Sale Agreement (PSA) with the Buying Entity (ies) and NVVN shall not be liable on any account for any delay / inability in signing of PSA and PPA. In case of a Consortium being selected as the successful Bidder, the LoA shall be issued to the Lead Member of the Consortium. In case NVVN is unable to find Buying Entity(ies) for the tariffs as discovered after the bidding process, NVVN reserves the right to annul the bid process without any financial implications to any of the parties concerned. In all cases, NVVN's decision regarding selection of Bidder through Reverse Auction or other- wise based on tariff or annulment of tender process shall be final and binding on all participating Bidders. NTPC Vidyut Vyapar Nigam Limited (Referred also as "BESS Implementing Agency (BIA)" shall enter into a Power Purchase Agreement (PPA) with the successful Bidders selected based on this RfS, for availing the Energy discharged from BESS for sale in the power exchange or bilateral sale to Discoms or in Ancillary Services under TRAS, as applicable, as per the terms, conditions and provisions of the RfS and PPA.

1.7 Battery Energy Storage System Developers (hereinafter referred to as BESSDs) selected by NVVN based on this RfS, shall set up the BESS on Build Own Operate (BOO) basis, and provide charging power to BESS in accordance with the provisions of this RfS document and standard PPA. PPA formats shall be available for download from the *(*https://www.bharat-electronictender.com*)*

1.8 NVVN shall be an intermediary nodal agency for procuring the discharged energy from BESS and subsequently, sold to Buying Entity or sale through

Market Mechanism in line with respective agreements with the BESSD and Buying entity, based on due performance by the concerned parties. 100% of the energy discharged from BESS shall be off taken by NVVN/Buying Entity(ies)/through Market Mechanism.

1.9 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 BIA for any liability if Bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff. The BIA 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. The responsibility for availing of such benefits shall solely rest with the Developer. The Developer shall not be eligible for any extension of time on account of delays in availing of such benefits from any agency.

1.10 Already commissioned projects cannot be considered under this RfS. Projects under construction or projects which are not yet commissioned will, however, be considered, in case these projects are not already accepted under any other Central or State Schemes. Enhancement and augmentation of already commissioned BESS Projects, irrespective of their capacities will not be considered as eligible Project under this scheme. The battery capacity being installed under this tender cannot be used by the developer as part of the installed Project capacity demonstrated under any other tender concluded by any Central or State Agency as on the last date of bid submission of this RfS.

1.11 **Viability Gap Funding**

Bidders selected under this RfS shall be eligible for grant of Central Financial Assistance in the form of Viability Gap Funding (VGF), to be released as per the provisions contained in this RfS.

2 Invitation for Bids

2.1 A Single Stage, Two-Envelope competitive Bidding Procedure will be adopted and will proceed as detailed in this document. The respective rights of the NVVN and the Bidder/BESSD shall be governed by the RfS Documents/Agreements signed between the NVVN and the BESSD.

2.2 Interested bidders have to necessarily register themselves on the https://www.bharat-electronictender.com (“ETS portal”) through M/s Electronic Tender.com (India) Pvt. Limited to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested Bidders to get themselves registered at the aforesaid portal for which they are required to contact Bharat ETS e-bidding portal https://www.bharat-electronictender.com to complete the registration formalities.

They may obtain further information regarding this RfS from the registered office of the BIA at the address given on the Bid Information Sheet from 10:00 hours to 17:00 hours on all working days.

For proper uploading of the bids on the Bharat ETS e-bidding 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 as well as by contacting Bharat ETS e-bidding portal directly, as and when required, for which contact details are also mentioned on the Bid Information Sheet. The BIA 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 the Bidding Documents.

2.3 Bidders should submit their bid proposal complete in all aspect on or before last date and time of Bid Submission as mentioned on the Bharat ETS e-bidding portal, the NVVN website (www.nvvn.co.in) indicated in the Bid Information Sheet.

2.4 Bidder shall submit bid proposal along with non-refundable Bid Processing Fees and Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Bid proposals received without the stipulated Bid Processing Fees and EMD, will be rejected. **In the event of any date indicated being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein.**

2.5 RfS documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from Bharat ETS e-bidding portal or from NVVN's website. It is mandatory to download official copy of the RfS Document from Bharat ETS e-bidding portal (https://www.bharat-electronictender.com) to participate in the Tender. Any amendment(s)/corrigendum(s)/clarification(s) with respect to this RfS shall be uploaded on Bharat ETS e-bidding portal (https://www.bharat-electronictender.com). The Bidder should regularly check for any Amendment(s)/Corrigendum(s)/Clarification(s) on the above mentioned (https://www.bharat-electronictender.com) website. The same may also be uploaded on the BIA's website. However, in case of any discrepancy, the information available on https://www.bharat-electronictender.com) website shall prevail.

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

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

2.8 **Interpretations**

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

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

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

d. 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.

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

SECTION 2. SPECIAL CONDITIONS OF CONTRACT

3 Scope of Work

3.1 Under this RfS, the BESSD shall be required to set up a Battery Energy Storage System (BESS), with the primary objective of providing stored energy from BESS to Buying Entity, on an “on demand” basis. Charging power shall be arranged by BESSD on its own. Detailed criteria for performance are elaborated in Clause 8 of the RfS.

3.2 Setting up of the BESS and interconnection of the BESS with the ISTS network 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.

3.3 The charging power for the BESS Project shall be arranged by the BESSD such that at least 51% of the energy used for charging the BESS is procured from Renewable Energy sources. Discharging the BESS system will be under the scope of the Buying Entity/ NVVN. BESSD shall provide the discharged energy from the BESS to the Buying Entity as per the BESS performance parameters as mentioned in RfS. The Buying Entity(ies)/NVVN shall be entitled to avail the benefits, if any, relating to Transmission Charges and Transmission Losses, and the Bidder shall extend all necessary support and take requisite actions to facilitate the same.

4 Total capacity offered and Project sizing.

4.1 Selection of BESS Projects for a total capacity of 187.5 MW/750 MWh will be carried out through e-bidding followed by eReverse Auction process. The minimum bid size shall be 375 MWh i.e. 93.75 MW x 4 hours.

4.2 The selection of Project Developers will be carried out based on the Project Capacity offered by the Bidders. In this context, the term “Project” used anywhere in the RfS, PPA, will solely mean the BESS, set up by the BESSD to make available the Contracted Capacity and discharged energy as agreed to in the PPA.

4.3 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.

5 Maximum Contracted Capacity Allocation for a Bidder

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

5.1 A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering Project Capacity of 93.75 MW/375 MWh in the prescribed formats. The Project Capacity to be quoted shall be in the form of “x" MW/”4x” MWh, i.e. the BESS system shall be rated for 4 hours’ charging and 4 hours discharging in 1 cycle.

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 7.8A. In all other cases, Format 7.8 will be applicable.

5.2 The cumulative Project Capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be limited to 93.75 MW/375 MWh.

5.3 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.

5.4 Subject to the exception as per Clause 5.1 above, multiple bids from same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.

5.5 Project Developer Eligibility: Both public and private sectors should participate in the tender and that there should be at least one bid from a private sector participant in every tranche, failing which the bid shall be cancelled and tender will be floated afresh.

6 Project Location

6.1 The Projects shall be located anywhere in India at the locations chosen by the Bidder/BESSD at its own discretion of and cost, risk and responsibility. However, Project location(s) should be chosen taking cognizance of the provision as per Clause 7 of the RfS.

7 Connectivity with the Grid

7.1 The Bidder shall have possession of non-solar Inter-State Transmission System (ISTS) connectivity as on the last date of bid submission specified in the initial published RfS/ NIT.

7.2 Further, the start date of connectivity, as specified in the Final Grant of Connectivity letter issued by Central Transmission Utility of India Limited (CTUIL), shall be on or before 29.03.2028. Bidders having non-solar Inter-State Transmission System (ISTS) connectivity as on the last date of bid submission specified in the initial published RfS/ NIT, with start date of connectivity after 29.03.2028 shall also be eligible to participate in the bid subject to the fulfillment of condition as stipulated under Clause 7.3.

7.3 Bidders having possession of non-solar Inter-State Transmission System (ISTS) connectivity as on the last date of bid submission specified in the initial published RfS/ NIT, with start date of connectivity after 29.03.2028, shall be required to submit a letter of undertaking as per the format attached with Request for Selection (RfS) at Format attached at Annexure E, confirming that they shall arrange for advancement of the start date of connectivity to on or before 29.03.2028.

Note: In case of a Bidder participating through a Consortium, the Lead Member of the Consortium shall meet the above connectivity requirement.

7.4 The 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 Interconnection Voltage at the ISTS shall be 220 KV. BESSD shall also comply with the requirements mentioned in the First Time Charing (FTC) regulations/rules issued by the Government, as amended from time to time.

7.5 The responsibility of getting the ISTS connectivity shall entirely be of the BESSD and shall be at the cost of the BESSD. However, selected bidder(s) will have to apply and seek connectivity as per applicable CERC Regulations. Such availability of transmission system being dynamic in nature, the Bidder has to ensure actual availability of power injection/evacuation capacity at ISTS substation. The transmission of power up to the point of interconnection where metering is done for energy accounting, shall be the responsibility of the BESSD at its own cost. The maintenance of Transmission system up to the interconnection point shall be responsibility of the BESSD, to be undertaken entirely at its own cost.

7.6 The entire cost of construction of infrastructure from the Project upto and including at the Interconnection Point, including but not limited to the transmission line, maintenance & all cost up to the delivery point 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 RLDC/SLDC/Power Exchange Client Registration Charges through NVVN, 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 CERC/CEA as amended from time to time.

7.7 Metering arrangement of each Project shall have to be adhered to in line with relevant clause of the PPA. Two or more Projects can be connected to a common pooling substation from which the pooled power can be transferred to the ISTS substation through a common transmission line subject to the following conditions:

I. Acceptance of such an arrangement by CTU/ RLDC/ /RLDC.
II. Energy injected by each Project will be recorded and jointly signed by respective BESSDs and copies of the same will be submitted to the UIP/CTU as required.
III. The energy accounts are divided and clearly demarcated for the power supplied by the Project and are issued by the /RLDC/RPC concerned.
IV. In case of Pooling substation, losses in the transmission line between the Pooling substation and the ISTS substation, shall be apportioned among the BESSDs who share such a Pooling arrangement, based on their monthly generation.
V. The responsibility of making sharing agreement and construction of pooling substation is rests with the BESSDs.

7.8 The transmission of power upto the point of interconnection where metering is done for energy accounting, shall be the responsibility of BESSD at its own cost. The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the Project up to and including at the Interconnection Point will be borne by the BESSD.

7.9 The BESSD shall comply with CERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable. If NVVN sign a bilateral agreement(s) with buying entitie(s), the scheduling of power from the Project as per the applicable regulation shall be decided by NVVN/Buying Entity(ies). However, all DSM penalties with regard to supply of discharge/ charging power or due to violation of the schedule of charging or discharging of the BESS shall be to the account of the BESSD

7.10 In order to remove potential discrepancies and ambiguities, the BESSDs are hereby instructed that, as part of scheduling of power to/from the Project, they will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces of all the RLDCs concerned for the corridor of power flow, including the RLDC of the Buying Entity, as per the Regulations in force, under intimation to the BIA. The BIA may facilitate in identification of any discrepancy and assist the BESSD for its early rectification without any liability on the BIA. The BESSD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices. The NOAR registration of the project and obtaining NOC/Standing Clearances shall also be obtained by BESSDs from time to time.

7.11 Reactive power charges shall be on account of the BESSD as applicable, as per CERC regulations.

7.12 In case the start date of connectivity as per Final grant of connectivity letter by CTUIL is after 29.03.2028, the BESSDs will be required to submit a complete and valid application to CTUIL, along with all requisite documents and details, for preponement of the start date of the its non-solar connectivity to on or before 29.03.2028, within 30 (thirty) days from the date of signing of the PPA with NVVN. BESSDs shall also submit documentary evidence of such application to NVVN. BESSDs shall diligently pursue the aforesaid application with CTUIL and other concerned authorities and to take all reasonable and necessary steps, including timely submission of information, documents and clarifications as may be required, for obtaining approval of the requested preponement of the start date of connectivity to on or before 29.03.2028. In case of BESSDs failure to submit the aforesaid complete and valid application to CTUIL within the stipulated period of 30 (thirty) days from the date of signing of the PPA results in any consequent delay in achieving the Scheduled Commissioning Date (SCD) or any other project milestones, shall be treated as a delay attributable to BESSDs and within their control. No extension of SCD or any other project milestone on this account shall be admissible under the provisions of the RfS.

7.13 In reference to Clause 7.12, if requested preponement of start date of connectivity to 29.03.2028 or before by BESSDs is not granted by CTUIL, BESSDs shall be liable to pay Liquidated Damages (LD) to NVVN at the rate of ₹1,000/- (Rupees One Thousand only) per MW per day, with effect from 30.03.2028 up to the start date of connectivity as per the final connectivity grant letter submitted with the bid or the revised start date of connectivity granted by CTUIL, whichever is earlier. Subsequent to any delay in SCD beyond the above period, the same shall be treated as per RfS Clause 9.0 and Clause 10.0.

7.14 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.

8 Performance Criteria of the Project (BESS ratings and model illustrations is for discharge energy from project capacity of 187.5 MW/750 MWh at Interconnecting Substation.)

8.1 Project performance parameters

a. The Contracted Capacity of the Project shall be in terms of "MW", which shall also be referred to as the Project Capacity. Buying Entity (ies)/NVVN's obligation shall be to procure entire 100% of the power from the Project Capacity. The Contracted Energy from the Project Capacity shall be in terms of "kWh/ MU" and the Buying Entity/ NVVN shall be obligated to off-take discharge energy from the Project Capacity at the Delivery Point.

b. For example, for a Project Capacity of 93.75 MW/375 MWh, Contracted Capacity shall be 93.75 MW/375 MWh under the PPA. Accordingly, for a maximum Contracted Capacity of 93.75 MW, the PPA shall entitle the off taker to schedule discharge upto 375 MWh of energy from the BESS in a cycle, subject to the following:

   i. 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 8.1.e.iv. below.

   ii. Contracted energy (MWh) shall be the energy discharged by the BESS Project at the delivery point on demand by the off taker. Arrangement/Supply of Charging power shall be in the scope of BESSD, at its own risk and cost.

c. The total Project Capacity shall be for offtake by NVVN/Buying Entity and there will be no merchant capacity. In case the NVVN/buying entity offtakes partial energy or does not offtake any energy, BESSD is eligible for sale of energy to third party as per RfS clause 8.1 e iii. The BESS shall adhere to the specifications and performance requirements laid out in Annexure-A of the RfS in this regard.

d. Power rating of a 750 MWh (187.5 MW x 4 hrs) BESS will be 187.5 MW, i.e., the maximum value of the active output at the Delivery Point. The Energy rating of 750 MWh of the system will be the dispatchable capacity at COD of the system considering degradation of BESS as provided in RfS, as measured at the Metering Point at the Point of Interconnection with the ISTS substation. Terms and definitions of terminologies related to BESS shall be as defined in IEC 62933-2-1.

e. The BESSD shall make the BESS available for 1 operational cycle per day, i.e. 1 complete charge-discharge cycle per day. Following provisions shall be applicable on the entire discharged energy guaranteed to be off taken by Buying Entity:

   i. The procurement shall be in energy (kWh) terms. The BESSD shall install, operate and maintain the BESS to offer facility to NVVN/Buying Entity to discharge the BESS on an "on demand" basis.

   The discharging window shall within the timing stipulated in non-solar hour connectivity as per GNA regulations amended from time to time/as published by GRID-INDIA. The Buying Entity(ies)/NVVN shall schedule the discharge of energy from the BESS at a power less than or equal to the rated power, for the cumulative discharge of energy equal to the rated MWh in continuous or intermittent manner during the non-solar hour of the day as per demand by NVVN/Buying Entity(ies). The discharge schedule may commence from the

beginning of the evening non-solar hours of a Day and may extend up to the end of the morning non-solar hours of the subsequent Day, subject to the applicable non-solar hours connectivity. The BESS shall be designed to facilitate split discharges, with a minimum interval of 15 minutes between two discharges. The split discharge schedule shall be as per the drawal requisition of the Buying Entity(ies)/NVVN. The Buying Entity/ NVVN shall intimate the hours during which it intends to draw the energy from the BESS on a day-ahead basis. The BESSD shall guarantee a **minimum system availability of 95%** on monthly basis. The BESSD shall pay the liquidated damages for such shortfall and shall duly pay such damages to the BIA. Amount of such liquidated damages shall be 1.5 times the discharge energy tariff for the discharge energy not made available during the month.

ii. "Availability" of the Project shall mean the ability of the BESS to execute a function i.e. discharging, when called upon to do so, against the Drawl requisition 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 capacity of the BESS as required under Clause 8.1.e.iv below.

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 discharging the BESS.

Where,

System Availability in a Month =

$$\frac{Actual \text{ Injection by the BESSD } MUi(A)}{\text{Scheduled Drawl by the buying entity } MUi(B)}$$

where

a) i refers to the ith time-block in the month where Scheduled Drawl MUi ≠ 0.

b) Actual Injection MUi is the Energy actually injected by BESSD at the POI measured at POI meter in the ith time-block, in MUs

c) Scheduled Drawl MUi is the Energy Scheduled by the NVVN/Buying Entity (ies) for Drawl from the BESS in the ith time-block, in MUs. This is the On Demand Drawl Requisition and is the Energy requisitioned by NVVN/Buying Entity(ies) for Discharging in the designated hours in ith time-block in a Month (commensurate to annual degraded capacity).

Where the availability declared by the BESSD in the i-th time-block is equal to the contracted capacity (after accounting for annual degradation), the Scheduled Drawl shall be used for computation of availability.

Where the availability declared by the BESSD in the i-th time-block is less than the contracted capacity (after accounting for annual degradation), the MU (in denominator) for computation of availability shall be calculated

based on the contracted capacity (after accounting for annual degradation).

Drawl requisition for the month in a particular year of operational Life (In MUs rounded off up to decimal places) = ((MDAE)/365) x n

Where MDAE is Minimum Dispatchable annual energy in the year of operational life as specified in Clause 8.1. e. (iv).

And n is the number of days in that particular month for which availability is being calculated.

For example:
For a 93.75 MW/375 MWh capacity,
In 3rd year of operational life, drawl requisition for March month shall be calculated as below:
MDAE = 130.03 MUs, n = 31 Days
Drawl Requisition for the Month = (130.03/365) *31 = 11.04 MU

a) A and B shall be as per the DSM/UI/REA Reports published by the Regional RPCs or measurement at the Main ABT Meter at the Point of Interconnection.

System Monthly availability shall be calculated as per above. The liquidated damages for **system availability below 95%** 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).

- NVVN/Buying Entity(ies) shall assure 100% offtake of total energy corresponding to the declared capacity from BESS except in circumstances arising due to grid unavailability, or any Force Majeure event.

  In case of inability to offtake power by buying entity(ies) (with whom NVVN make the agreement)/NVVN excluding circumstances arising due to grid unavailability or any Force Majeure event, the buying entity/NVVN shall remain liable to pay 100% of the applicable tariff on total energy corresponding to the declared capacity.

  In circumstances where full power/part power has not been off taken by the Buying entity, NVVN shall offer the un-requisitioned power at power exchange at price taker basis or to third party. If the un-requisitioned power could not be provided by BESSD, then buying entity shall not be liable to pay applicable tariff corresponding to the un-requisitioned power as mentioned above. The Buying Entity(ies) shall be responsible for arranging all necessary permissions and clearances required for offering such un-requisitioned power on the Power Exchange, sufficiently in advance to enable NVVN to offer the same on the Power Exchange. In the event of any delay or failure on the part of the Buying Entity in arranging such approvals, permissions

or clearances, NVVN shall not be held responsible for the consequent inability to offer the un-requisitioned power on the Power Exchange.
In case of sale through power exchange/third party, revenue after deducting applicable expenditure including NVVN trading margin of Rs 0.07 per KWh plus applicable GST (if any) shall be first adjusted against the above payment due from the buying entity corresponding to the un-requisitioned power. Any gain thereafter shall be shared equally between Buying entity(ies) and NVVN (50:50).

Gain sharing shall be done on quarterly basis based on the applicable obligation report/contract documents.
The example calculation for various scenarios is illustrated in illustration A**. (Annexure F)**

Note:

- The Scheduled capacity shall be subject to the System Power Rating specified in Clause 8.1.a. above.
- Arrangement of power for auxiliary consumption is under scope of the BESSD.

iii. Taking into consideration capacity degradation, the minimum dispatchable energy to be made available by the BESSD during given year shall be as follows: Revised Table attached as Table A

Table A:

Contract Year	Min. Dispatchable energy at the end of Year (as a % of Capacity at the Beginning of Life/Final COD)	Example 93.75 MW/375 MWh Capacity			
		Min. Dispatchable capacity (in MW) at year starting	Min. Dispatchable capacity (in MW) at the end of Year	Average Dispatchable Capacity (in MW) during the year	Minimum Dispatchable annual energy in the year of operational life (MDAE) (considering 100% availability) MU's
1	98.00%	93.75	91.88	92.81	135.51
2	96.00%	91.88	90.00	90.94	132.77
3	94.00%	90.00	88.13	89.06	130.03
4	92.00%	88.13	86.25	87.19	127.29
5	90.00%	86.25	84.38	85.31	124.56
6	88.00%	84.38	82.50	83.44	121.82
7	86.00%	82.50	80.63	81.56	119.08
8	84.00%	80.63	78.75	79.69	116.34
9	82.00%	78.75	76.88	77.81	113.61
10	80.00%	76.88	75.00	75.94	110.87
11	78.00%	75.00	73.13	74.06	108.13
12	76.00%	73.13	71.25	72.19	105.39
13	74.00%	71.25	69.38	70.31	102.66
14	72.00%	69.38	67.50	68.44	99.92
15	70.00%	67.50	65.63	66.56	97.18

iv. The charging power for the BESS Project shall be arranged by the BESSD such that at least 51% of the energy used for charging the BESS is procured from Renewable Energy sources. Discharging the BESS system will be under the scope of the Buying Entity(ies)/ NVVN. BESSD shall provide the discharged energy from the BESS to the Buying Entity as per the BESS performance parameters as mentioned in RfS.

v. In the event the BESSD fails to meet the aforesaid requirement of procuring at least 51% of the charging energy from Renewable Energy sources, any waiver of transmission charges and/or transmission losses, as applicable under the CERC Sharing Regulations as amended from time to time, which would otherwise have been available to the Buying Entity/NVVN on account of meeting the said renewable energy threshold, shall be to the account of the BESSD. Any loss of such waiver or benefit shall be recovered from the BESSD or adjusted against the payments due to the BESSD under the Agreement.

vi. 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. For example, at the end of the 3rd Year after COD, the energy scheduled for discharge from 187.5 MW capacity shall be more than or equal to 187.5x0.94x 4 =705 MWh.

vii. Buying Entity shall, in accordance with Applicable Laws and Regulations thereunder, issue instructions to the BESSD through NVVN 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. 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)
   c. Planned Maintenance Outage duly informed by the BESSD to the off-taker with at least one month's prior notice, subject to total no. of planned outage period being not more than 34 hours in a two-month period.

viii. BESSD will have to comply with the Discharging Schedule as intimated by Buying Entity.
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.

f. Pursuant to the provisions as above, the BESSD shall plan the despatch of electricity and convey its availability for scheduling thereof to the SLDC or RLDC 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 Annexure-A of the RfS. The BESS shall conform to all the applicable CEA and CERC Standards for connectivity, metering, communication with the grid operators, etc and CERC/SERC Regulations.

8.2 Shortfall in meeting Performance Criteria

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

i. Shortfall in demonstrating minimum Availability: Subsequent to COD of full Project/Contracted Capacity, in case the monthly Availability demonstrated by the BESSD is less than the minimum as specified above, such shortfall in performance shall make the BESSD liable to pay the liquidated damages provided in the PPA to NVVN to enable NVVN to remit the amount to Buying Entity.

Liquidated damages on account of shortfall in meeting the minimum system

Availability criteria (i.e., B < A) as per Clause 8.1.e.i., will be computed as follows:

Liquidated damages in Rs.= (A – B) x C x 1000 x D x 1.5 x n where,

A is Guaranteed Monthly Availability as per Clause 8.1.e.i. above (in %);
B is Actual Monthly System Availability, as calculated as per Clause 8.1.e.ii. above (in %);
C is BESS Power Capacity (in MWh);
D is discharge energy tariff (Rs/kWh) as discovered through bidding process;
n is the number of days in that particular month for which availability is being calculated

In case of the BESSD failing to meet minimum 50% of the stipulated availability applicable for a particular Contract Year as per above, for a cumulative period of 2 years or more during the Term of the PPA, the shortfall shall be considered as an Event of Default under the PPA, and failure to rectify this Event will result in termination of the PPA.

It is clarified that the calculation of Availability as per Clause 8.1.e.(ii) of the RfS will not include the planned outage as declared by the BESSD under Clause 8.1.e (viii) of the RfS. 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 Monthly Availability as per Clause 8.1.e.(ii).For example, in case the BESSD notifies outage for 10 hours outside the total allocated quota of planned outage amounting to (34 x 6) hours, i.e. 204 hours, the denominator of the formula in Clause 8.1.e (iii) above will include the time-blocks corresponding to these 10 hours, and exclude the 204 hours of planned outage. However, this damage shall not be applicable in events of Force Majeure identified under the PPA with the BIA, affecting the availability of the system. An illustration to this effect is enclosed at Annexure-D of the RFS.

9 Commissioning of Projects

The Commissioning of the Project shall be carried out by the BESSD in line with the procedure as per the PPA. The BIA may authorize any individual or committee or organization to witness and validate the commissioning procedure on site. Commissioning certificates shall be issued by the BIA after successful commissioning. The BESSD shall obtain necessary safety clearances from the Central Electricity Authority/CEIG/CTU prior to commissioning of the Project.

9.1 Part Commissioning

Part commissioning of the Project, without prejudice to the imposition of any liquidated damages in terms of the PPA on the part which is not commissioned, shall be accepted by the BIA subject to the condition that the minimum part commissioning capacity for the 1st part will be 50 MW. 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 MW 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 PPA will remain in force for a period as per Clause 22.4 of the RfS.

9.2 Commissioning Schedule and Penalty for Delay in Commissioning

a. The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project for the Substation interconnection point shall be **28.04.2028.**

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 SCD or the extended SCD (if applicable).

c. In case of delay in commissioning of the Project beyond the SCD until the date as per Clause 9.2.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 a Project Capacity of 93.75 MW capacity, if commissioning of 50 MW capacity is delayed by 18 days beyond the SCD, then the penalty shall be calculated as: PBG amount X (50/93.75) 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 BIA. The BESSD shall intimate to the BIA, 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 BIA. In case no response is received from the BESSD until the lapse of the above deadline, the BIA 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 BIA account through NEFT payment, no 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 BIA on the next business day.

f. In case Commissioning of the Project is delayed beyond the date as per Clause 9.2.b above, following shall be applicable:

   i. The PPA capacity shall stand reduced/amended to the Project Capacity commissioned until the deadline as per Clause 9.2.b. above, the entire PBG/POI will be encashed by the BIA, 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 9.2.e. above, will have no bearing on the obligation of the BESSD to provide the Contracted Energy as per the PPA.

h. It is to be noted that delay in commissioning / operationalization of the ESS charging source, shall not be admissible among the factors warranting an extension in SCD of the Project.

10 Delay in Commissioning on Account of Delay in readiness of ISTS evacuation infrastructure/Grid Access Operationalization

Subsequent to grant of connectivity, in case there is a delay beyond SCD of the Project, in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network until SCD of the Project, 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

Clause 7.0 above,

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 and/or delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network, is a factor attributable to the CTU/transmission licensee and is beyond the control of the BESSD;

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 the BIA in consultation with Buying Entity.

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

In case of delay in Project commissioning on account of reasons solely attributable to the BESSD, resulting in any liquidated damages/penalty levied on the Buying Entity under the GNA Regulations, such damages/penalty shall be passed on to and payable by the BESSD.

11 Early Commissioning

The BESSD shall be permitted for full commissioning as well as part-commissioning of the Project even prior to the SCD. Early commissioning of the Project will be allowed solely at the risk and cost of the BESSD, and the NVVN may purchase the energy from such early commissioned Project at the PPA charges (for the Contracted Capacity),only in case the Buying Entity agrees to purchase the energy at an earlier date at the PPA tariff plus NVVN's facilitation charges in the form of trading margin @INR seven paise per kWh (Excluding GST), and/ or NVVN agrees to sell the energy through Market Mechanism. The developer shall give fifteen (15) days advance notice to the Buying Entity (ies)/ NVVN regarding the advance commissioning of full or part capacity. Buying Entity (ies)/ NVVN shall give acceptance for availing such capacity within 15 days from the date of service of notice. In case the Buying Entity (ies)/ NVVN do not give their acceptance to purchase energy within the stipulated period, the developer can sell the energy to the extent not accepted by the Buying Entity(ies)/ NVVN in the power exchanges or through bilateral arrangements.

It is also provided that in case the Buying Entity(ies) give their acceptance to purchase energy, the Buying Entity(ies) will be accorded priority in availing such energy.

If the BESS energy is not off taken by the Buying entity upon early commissioning, BESSD shall arrange for any augmentation of the Battery capacity to meet the capacity criteria mentioned at the time of SCD (i.e. dispatchable capacity on SCD date shall be 100% of the Contracted Capacity) and to maintain the capacity at the end of every year as indicated in Clause 8.1.e of the RfS. Subject to the provisions of the PPA, in case of

early commissioning, if BESSD sells any power/ capacity to a third party or to NVVN/ Buying Entity, the BESSD will have to again demonstrate 100% of Contracted Capacity (as per the Commissioning Procedure) to the BIA from the date of commencement of off-take of energy by the BIA/ Buying Entity or SCD, whichever is later.

12 Viability Gap Funding Mechanism

12.1 In line with the sanction order issued by the Ministry of Power dated 17.10.2024 and subsequent amendments and clarifications issued by Ministry of Power, Government of India including Ministry of Power Letter dated 28.10.2026, Projects selected under this RfS will be eligible for grant of Viability Gap Funding (VGF) support by the Government for development of Battery Energy Storage Systems, and the same will be disbursed through the BIA.

12.2 Under this RfS, the VGF amount eligible for each Developer towards setting up battery energy storage system (Project) shall be limited to the amount calculated **@Rs. 18,00,000/MWh (Rupees Eighteen Lakhs per MWh) or 30% of the capital cost of the Project Capacity awarded whichever is lower**. For example, for a Project Capacity of 93.75 MW/375 MWh, the maximum VGF amount to be sanctioned for the corresponding Project will be Rs. 67.50 Crores provided 30% of the Capital Cost is more than or equal to Rs. 67.50 Crores. BESS Developer shall submit certificate for the capital cost incurred for the BESS Project (Excluding RE Project Cost, if any) capacity, duly certified by the Statutory Auditors, within six months from the COD. In case VGF sanctioned amount is more than 30% of the certified capital cost, then VGF sanctioned amount shall stand revised to 30% of the certified capital cost and VGF disbursement amount shall be adjusted in the subsequent tranches or recovered from developer, as applicable.

12.3 VGF will be sanctioned separately for each Project, based on the Project Capacity as defined in the respective PPA.

12.4 For each Project, disbursement of VGF will be carried out in 5 tranches, as follows:

Disbursement of VGF	**% of total VGF sanctioned**
Upon achieving Financial Closure as per the PPA, subject to submission of Bank Guarantee to the BIA and possession of 90% of the total land required for the Project by the BESSD	10
Upon achieving Commercial Operation Date (COD) of the Project	45
Upon completion of 1st year after COD	15
Upon completion of 2nd year after COD	15
Upon completion of 3rd year after COD	15
Total	**100**

12.5 The VGF for each project shall be disbursed to the BIA, once the BIA certifies the achievement of the disbursement schedule milestone and submission of the required Bank Guarantee by BESSD. BIA shall disburse the tranche wise VGF to BESSD only after receipt of the same from the Govt. of India and Submission of BG by BESSD as per

Clause 12.6.

12.6 Bank Guarantee: Each tranche of VGF will be disbursed only after submission of Bank Guarantees (BG) for the amount equal to the VGF amount to be disbursed to the BESSD in that tranche. These BGs are in addition to the Performance Bank Guarantee provided by the developer as per clause 19 of this RfS. The BGs will be retained by the BIA for a period of 5 years starting from the COD and will be returned after the end of 5 years, taking into account recovery of VGF, if any.

12.7 If the BESSD fails to commission the project in the timeline provided in this PPA, and project got terminated after disbursement of the quantum of VGF, the BIA will have full right to recover the total amount of VGF being disbursed till the date of termination of PPA plus interest @ SBI-MCLR (1 Year) plus five percent, as existing on the date of disbursement, accrued from the date of disbursement on the disbursed amount. In case Project capacity is being reduced as per Clause 9.2 of the RfS, recovery of VGF amount shall be made on pro-rata basis corresponding to the capacity being terminated.

12.8 The BIA will have the right to recover the VGF disbursed amount through encashment of BG, if the PPA gets terminated within the first 5 years after COD of the Project, on account of reasons solely attributable to the BESSD. Irrespective of the year of termination within the first 5 years after COD, the VGF amount to be recovered will be fixed as the amount disbursed plus interest @ SBI-MCLR (1 Year) plus 5 percent, as existing on the date of disbursement, accrued from the date of disbursement on the disbursed amount.

12.9 If the Project is transferred or sold to a third party during the above tenure, the BG will be re-issued by the new entity, corresponding to the amount applicable. The sale/transfer of the Project shall be effective only on submission of BG by new entity. However, this will be subject to prior approval of sanctioning authority of Grants-in-Aid {Rule230(9)}, in view of the asset being acquired substantially out of Government Grants.

12.10 The bidders are required to bid only for one tariff considering only Viability Gap Funding (VGF) support by the Government of India @ INR 18 Lakh/MWh or 30% of the capital cost of the project awarded whichever is lower.

SECTION 3. STANDARD CONDITIONS OF CONTRACT

13 Obtaining RfS Documents

Interested Bidders have to download the official copy of RfS & other documents after logging into the https://www.bharat-electronictender.com. The Bidder shall be eligible to submit/ upload the bid document only after logging into the https://www.bharat-electronictender.com (and downloading the official copy of RfS.

14 Bid Processing Fees

Prospective Bidders interested in participating in the bidding process are required to submit their Project proposals in response to this RfS document along with a non-refundable Bid processing fee as mentioned in the Bid Information Sheet. A Bidder will be eligible to participate in the bidding process only on submission of entire financial amounts as per the Bid Information Sheet. Payments against Bid Processing Fee shall be done only through NEFT/RTGS (electronic transfer), and the Bidder shall submit the transaction receipt, as part of the online bid submission.

The bank details of NVVN are:

(i) Bank Name: ICICI Bank Limited

(ii) Account Name: NTPC VIDYUT VYAPAR NIGAM LTD

(iii) Branch: CONNAUGHT PLACE BRANCH

(iv) Bank Address: 9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI-110001

(v) IFSC Code: ICIC0000007

(vi) Account No.: 000705008910

Bids submitted without Bid Processing Fee and/or Bank Guarantee/Payment on Order Instrument against Earnest Money Deposit (EMD) (including partial submission of any one of the respective amounts), may be liable for rejection by the BIA.

MSEs (Micro and Small Enterprises) having valid UDYAM registration as on the last date of bid submission only are exempted from submission of Cost of the RfS document, Bid Processing Fee & Earnest Money Deposit (EMD). For a Consortium to be eligible for exemption from submission of Bid Processing Fee &/or Earnest Money Deposit, all the members of the Consortium shall be registered as MSE.

15 Project Scope & Technology Selection

Under this RfS, the BESSD shall set up the Project including the dedicated transmission network up to the Interconnection/Delivery Point, at its own cost and in accordance to the provisions of this RfS document. All approvals, permits and clearances required for setting up of the Project, arranging charging power and/or dedicated transmission network upto the Interconnection/ Delivery Point (along with connectivity), including those required from Central/ State Government and local bodies, shall be in the scope of the BESSD. The Projects to be selected under this RfS provide for deployment of Battery Energy Storage Technology. However, the selection of Projects would be technology agnostic within the above segment.

16 Connectivity with the Grid

Please refer Clause 7 of the RfS.

17 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. In case the Projects are being set up in the States of Gujarat & Rajasthan, the BESSD shall abide by applicable Supreme Court Orders and MNRE's Guidelines on "Retrofitting of transmission lines and wind turbines to avoid bird collision in Great Indian Bustard (GIB) habitats of Rajasthan & Gujarat", vide OM No. 238/2/2019-Wind dated 22nd Feb 2019, and subsequent amendments and clarifications thereof.
e. Any other clearances as may be legally required, in order to establish and operate the Project.
f. Necessary approval(s) of CEIG
g. Fire clearance, if applicable.

The above clearances, as applicable for the Project, will be required to be submitted to the BIA prior to commissioning of the Project, if sought by the BIA. In case of any of the clearances 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/applied for 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 located. It shall be the responsibility of the BESSD to remain updated about the applicable charges payable to the SNA under the applicable State policies.

Note: The BESSD should apply for all the necessary approvals, permits and clearances not more than 90 days from the Effective Date of the PPA, 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.

17.1 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 17.1.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 7.8/7.8A 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.

18 Bank Guarantee/ Payment on Order Instrument (POI) against Earnest Money Deposit (EMD)

18.1 Earnest Money Deposit (EMD) of INR 9,24,75,000.00 (Rupees Nine Crore Twenty-Four Lakh Seventy-Five Thousand Only) per Project in the form of Bank Guarantee according to Format 7.3A and valid for 12 months from the last date of bid submission, 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. It is preferred that the bidder shall submit the e-BG from NESL platform instead if physical BG.

Following are the details of NVVN for Preparation of e-BG:

Name and Address of the Beneficiary	NTPC VIDYUT VYAPAR NIGAM LIMITED NTPC BHAWAN, CORE 7, SCOPE COMPLEX, LODHI ROAD,7, INSTITUTIONAL AREA, NEW DELHI-

	110003
Name and Contact Details of the Contact Person	Bhupinder Kumar -9650990370
Email ID	bhupinderkumar@ntpc.co.in
GSTIN	07AABCN7433J1ZC
PAN	AABCN7433J
Date of Incorporation	01/11/2002
LEI Code	3358006HVJF2ZKMVNJ62
Beneficiary Bank Details for SFMS	Account no. 000705008910 ICICI bank
IFSC Code	ICIC0000007

18.2 The Bidder shall furnish the Bank Guarantees towards EMD from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

The EMD shall be valid as per the timelines stipulated above. However, shortfall in the EMD validity, if any, up to a period of seven (7) days shall be acceptable. Further, an additional shortfall only in the following cases shall be acceptable: If the bidder has submitted the EMD with validity as per original bid submission date or as per any revised submission date, and if the deadline for submission of bids has been extended further, the Bid Guarantee shall be acceptable provided, the EMD is valid for more than two months from the actual date of bid submission and the Bidder submits the EMD extension for the requisite period within seven days from the date of actual bid submission, if required. While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to BIA's Beneficiary Bank as per the details given in Format 7.14.

18.3 The BIA has agreed to accept the EMD in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that the EMD Bank Guarantee shall be encashable for being appropriated by the BIA in terms of the guarantee as in the case of appropriation of the cash deposit lying with the BIA.

18.4 **Forfeiture of EMD:**

The BG towards EMD shall be encashed by the BIA in following cases:

a. If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;

b. In case, the BIA offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 22 of the RfS or does not execute the PPA within the stipulated time period;

c. If after issuance of LoA, it is found that the documents furnished by the bidders as part of response to RfS are misleading or misrepresented in any way;

d. If the bidder fails to furnish required PBG/POI in accordance with Clause 19 of the RfS

18.5 **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. 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 the NVVN within the provisions of RfS/PPA. This instrument would have to be furnished as per Format 7.3 D of the RfS, within the timelines as per Clause 18.1 above, for the amount and validity period as per those Clause 18.1 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) towards/ against EMD".

18.6 **Insurance Surety Bond for Bid Security**

The Bid Security shall, at the Bidder's option, be in the form of an Insurance Surety Bond from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI). The format of the Insurance Surety Bond shall be in accordance with the form of Insurance Surety Bond towards bid security included in the RFS as per Format 3E.

Insurance Surety Bond against Bid Security issued by an Indian Insurance company outside India needs to bear stamp duty of appropriate value applicable to the place where Insurance Surety Bond is to be submitted. The Insurance Surety Bond may be got adjudicated by the BIA from Collector of Stamps, within 3 months of arrival of Insurance Surety Bond in India. Expenses incurred in this regard shall be borne by BIA.

19 Performance Bank Guarantee (PBG)/ Payment on Order Instrument (POI)

19.1 Bidders selected by the BIA based on this RfS shall submit Performance Bank Guarantee (PBG) for a value @ INR 23,11,87,500.00 (Rupees Twenty-Three Crore Eleven Lakh Eighty-Seven Thousand Five Hundred Only) per project, to the BIA, prior to signing of PPA. It may be noted that successful Bidders shall submit the PBG according to Format 7.3B with a validity period upto (& including) the date as on 9 months after the Scheduled Commissioning Date of the Project. The claim period of the PBG shall be at least 30 days beyond the expiry of the PBG validity period. Upon receipt and after successful verification of the total PBG in the acceptable format, the BG submitted towards EMD shall be returned by the BIA to the successful Bidder.

19.2 All Performance Bank Guarantees (PBGs) shall be submitted separately for each Project.

Note: 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 within the above prescribed deadline, 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.

19.3 The BESSD shall furnish the PBG from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled

Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI). In case of the Project being implemented through an SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in Clause 39.3 of the RfS.

19.4 The format of the Bank Guarantees prescribed in the Format 7.3 A (EMD) and 7.3 B (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.

19.5 The BIA has agreed to accept the PBG in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that the PBG shall be encashable for being appropriated by the BIA in terms of the guarantee as in the case of appropriation of the cash deposit lying with the BIA.

19.6 The selected Bidder for the Project selected based on this RfS is required to sign PPA with the BIA within the timeline as stipulated in Clause 22 of the RfS. In case, the BIA offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 22 of the RfS, 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 the BIA from the Bank Guarantee available with the BIA (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.

19.7 The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.

19.8 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 (insert SFMS details of the BIA).

19.9 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.

19.10 After the bidding process is over, the BIA shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 15 days after the completion of e-Reverse Auction. The PBG shall be returned to the BESSD within 9 months from the COD of the Project, after taking into account any liquidated damages due to delays in commissioning as per Clause 9 and 10 of the RfS.

19.11 **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 Development agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. 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 the BIA within the provisions of RfS/PPA. This instrument would have to be furnished as per Format 7.3 C of the RfS, within the timelines as per Clause 19.1 above, for the amount and validity period as per those

Clause 19.1 above. In case the BESSD chooses to submit POI, delay in submission of the POI beyond the timeline stipulated at Clause 19.1 above, will be applicable in this case too.

19.12 **Insurance Surety Bond for Performance Guarantee**

The Contract Performance Guarantee shall, at the Bidder's option, be in the form of an Insurance Surety Bond from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

The format of the Insurance Surety Bond shall be in accordance with the form of Insurance Surety Bond towards Performace Guarantee included in the RFS as per Format 3F.

Insurance Surety Bond against Performance Guarantee issued by an Indian Insurance company outside India needs to bear stamp duty of appropriate value applicable to the place where Insurance Surety Bond is to be submitted. The Insurance Surety Bond may be got adjudicated by the BIA from Collector of Stamps, within 3 months of arrival of Insurance Surety Bond in India. Expenses incurred in this regard shall be borne by BIA.

The term “Performance Bank Guarantee (PBG)” occurring in the RfS shall be read as “Performance Bank Guarantee” (PBG)/Payment on Order Instrument (POI)”.

20 Success Charges & Payment Security Deposit

20.1 **Success Charges:** The Selected Bidder shall have to pay INR 1,00,000 / MWh (Rupees One Lakh/MWh) + 18% GST to the BIA towards administrative overheads, Tariff adoption charges at appropriate commission, Project monitoring activities, coordination with State Authorities and others, DISCOM/CTU, pre-commissioning and commissioning expense. 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. Any delay in depositing the said amount to the BIA as mentioned above within the stipulated time shall attract late payment charges @18% per annum+18% GST, levied on per day basis, on the total Success Charges, till (and including) the date of payment of Success Charges, which shall not be later than the date of signing of PPA. PPA shall only be signed after deposit of the Success Charges to the BIA. In case of delay in making full payment of above delay charges, the amount paid, if any until the above deadline, along with interest, shall be first reduced from the total amount due towards the delay charges and interest amount (i.e. rate of interest as stated above). Further, balance amount to be paid shall attract Interest rate @ one-year SBI MCLR rate /annum plus 5% (five percent) on pro-rata basis.

20.2 **Payment Security Deposit:** Prior to declaration of Commissioning of first part capacity of the project, the BESSD shall furnish a payment security deposit (PSD) at Rs 5 Lakhs/MWh (Rs Five Lakhs per MWh) to NVVN through DD/NEFT/RTGS. However, the Payment security deposit shall be required to be submitted for the energy storage corresponding to the contracted capacity only. For example, for a 93.75 MW/375 MWh project the payable PSD amount shall be Rs 5 Lakhs/MWh x 375 MWh or Rs 18.75 Crores. This non-refundable fund shall form part of the Payment Security Fund maintained by NVVN for the projects. Modalities of operationalization of the PSD will be notified by NVVN

at appropriate stage through necessary guidelines/orders. The above amount shall be credited to NVVN pro-rata to the part capacity being commissioned at that stage.

21 Integrity Pact (IP)

Bidders are required to unconditionally accept all the conditions of the "Integrity Pact (IP)" as per **Attachment titled Integrity Pact** to the Bidding Documents which has been pre-signed by the BIA.

Bidders shall certify their compliance on "**Integrity Pact** " by accepting the following General Technical Evaluation (GTE) of the Tender at e-Tender Portal:

"Do you certify full compliance to all provisions of Bidding Document?"

On Bidder's acceptance to the above GTE condition, Bidder confirms to have read, understood and unconditionally accept & commit to all the contents, terms, conditions and undertakings mentioned in the Integrity Pact which has been pre-signed by the BIA and enclosed with the Bidding Documents. Where the Joint Consortium are permitted to participate in the bid pursuant, acceptance of above GTE by bidder shall mean that all the Consortium members have read, understood and unconditionally accept & commit to all the contents, terms, conditions and undertakings mentioned in the Integrity Pact which has been pre-signed by the BIA and enclosed with the Bidding Documents.

On Acceptance of the above GTE, Integrity Pact shall be considered signed by the Bidder / JV Partner(s)/ Consortium members and the same shall come into force from the date of submission of bid.

It may also be noted that subsequent to BIA's evaluation of Bids, resulting into award of Contract to a particular Bidder, the Integrity Pact so submitted shall form an integral part of the Contract.

23 (A) *Independent External Monitors (IEM)s*

In respect of this package, the Independent External Monitors (IEMs) would be monitoring the bidding process and execution of Contract to oversee implementation and effectiveness of the Integrity Pact Program.

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 package may raise the issue either with the designated 'Nodal Officer' in NVVN or directly with the IEMs address available at NVVN website www.nvvn.co.in.

The Independent External Monitors (IEMs) has the right to access without restriction to all Project documentations of the BIA including that provided by the Contractor. The Contractor will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The IEMs are under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Sub-Contractors/ JV partners/ Consortium member with confidentiality.

The Nodal Officer for necessary coordination with Independent External Monitors shall be as under:

(i))	Concerned Group Head in C&M	:	if the issue pertains to awarding of Contract by C&M
(ii)	Concerned Head of Department	:	if the issue pertains to other departments
(iii)	Concerned Head of of Department	:	if the issue pertains to post- award execution of Contract

22 Power Purchase Agreement (PPA)

22.1 The BIA shall enter into Power Purchase Agreement (PPA) with Bidders selected based on this RfS. A copy of standard PPA to be executed between the BIA and the BESSD is available on https://www.bharat electronictender.com (and also in the BIA's website. The PPA may be signed with the successful bidders only after signing of PSA with the buying entity/NVVN. NVVN shall not have any responsibility towards the BESSD till signing of PPA. The PPA will be signed within 30 days of issuance of LoAs, if not extended by the BIA. PPA will be executed between the BIA and selected bidder or its SPV separately for each Project.

22.2 **Note:** PPA will be executed between the BIA and the BESSD as per the breakup of the cumulative Project Capacity awarded to the Bidder. The Bidder shall provide the project breakup for the cumulative contracted capacity quoted, in the Covering Letter (Format 7.1), which can be changed by the BESSD prior to signing of PPA. The final project configuration, adding up to the cumulative capacity awarded to the Bidder, may be intimated to the BIA at the time of signing of PPA, which shall then remain unchanged subsequent to signing of PPA. Delays in meeting the project execution timeline on account of changes in the project parameters from the data as submitted in the Covering Letter (Format 7.1), shall be at the risk and cost of the Successful Bidder.

22.3 In case any change in project location by the BESSD during the project construction period results in any modification in the GNA to be taken by BESSD for charging power, any additional charges/ penalties payable by Buying Entity or NVVN in this regard shall be borne by the BESSD, unless the change is on account of a Force Majeure event.

22.4 The PPA shall be valid for a period of 15 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, Buying Entity and the BIA, 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 15 years.

22.5 The Performance Bank Guarantee as per Clause 19 above and Success Charges as per Clause 20 above, shall be submitted by the BESSD prior to signing of PPA. Before signing of PPA between the BIA and the BESSDs, the BIA will verify the shareholding of the Project Company along with a copy of complete documentary evidence or

certificate from statutory auditor. 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.

22.6 Successful bidders will have to submit the required documents to the BIA within 20 days from the issue of LoA. In case of delay in submission of documents beyond the 20 days as mentioned above, the BIA 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 as on 30 days from the date of issue of LoA, or the date of signing of PPA, whichever is later (for example, if the date of LoA is 07.01.2027, the Effective Date will be 06.02.2027 or date of signing of PPA, whichever is later). Subsequent to expiry of the 30 -day period after the issuance of LoA, in case the BIA intimates to the Successful Bidder, a particular date as the date for signing of PPA, the specified date shall become the Effective Date of the PPA, irrespective of the date of signing of PPA.

22.7 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 BIA 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.

22.8 Back-to-back Battery Power Sale Agreement (PSA) in respect of all rights and obligation under the PPA between the BESSD and NVVN, may be executed by NVVN with the Buying Entity for sale of energy from BESS to Buying Entity, with the Buying Entity assuming all the obligations of the NVVN under the PPA. NVVN'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. Power procured from the Project awarded under this RfS shall be allocated on back-to-back basis to the Buying Entity at the discretion of NVVN, in consultation with Buying Entity. Various provisions provided in the NVVN-BESSD PPA shall mutatis mutandi apply to PSA between NVVN 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.

23 Financial Closure or Project Financing Arrangements

23.1 The Projects shall achieve Financial Closure within the date as on 06 months after the Effective Date of the PPA (for e.g. if Effective Date is 15.02.2027, the above deadline will be 15.08.2027).

23.2 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.

23.3 Checklist of documents to be submitted at this stage is provided at Annexure-B of the RfS.

23.4 In case of default in achieving above condition as may be applicable within the stipulated time, the BIA shall be entitled to encash PBG/POI and shall remove the

Project from the list of the selected Projects, unless the delay is on account of factors not owing to any action or inaction on the part of the BESSD, or caused due to a Force Majeure as per PPA. An extension can however be considered, on the sole request of BESSD, on advance payment of extension charges of INR 1,000/- per day per MW. This extension will not have an impact on the obligation of BESSD to achieve commissioning by the SCD of the Project. Subsequent to the completion of deadline for achieving financial closure, the BIA shall issue notices to the BESSDs who are not meeting the requirements of Financial Closure as per the RfS deadlines. The notice shall provide a period of 7 days to the respective BESSDs to furnish the necessary documents along with the above-mentioned payment of Rs. 1,000/MW/day. In case of non-submission of the requisite documents and the necessary amount upon expiry of the above-mentioned notice period of 7 days-the BIA shall encash the PBG/POI of the corresponding BESSDs and terminate the PPA for the corresponding Project. The amount of Rs. 1,000/MW/day shall be paid by the BESSDs in advance prior to the commencement of the said delay period and shall be calculated based on the period of delay as estimated by the BESSD. In case of the BESSD meeting the requirements of Financial Closure before the last date of such proposed delay period, the remaining amount deposited by the BESSD shall be returned by the BIA. Interest on account of delay in deposition of the above-mentioned charges or on any subsequent extension sought, shall be levied @ one-year SBI MCLR rate /annum plus 5% (five percent) on pro-rata basis. Any extension charges paid so, shall be returned to the BESSD without any interest on achievement of successful commissioning within the SCD, on pro-rata basis, based on the project capacity commissioned as on SCD.

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

24 Land Arrangements for the Project

24.1 Land identification and possession shall be in line with Clause 6 of the RfS.

24.2 The BESSD shall submit documents/Lease Agreements to establish possession/right to use for at least 90% of the required land area at the time of financial closure in the name of the BESSD for a period not less than the complete term of the PPA.

24.3 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.

24.4 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 9 of the RfS.

25 Commercial Operation Date (COD)

In case of part commissioning, Commercial Operation Date (COD) will be declared only for that part of 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 Project or the last part capacity of the Project as the case may be, as declared in line with the commissioning procedure as provided in the PPA. 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 CEIG/ CEA prior to commissioning of the Project. The 15-year tenure of PPA shall be as per the provisions of PPA. Any capacity being offered to the grid before COD shall be first offered to the BIA and in case BIA does not agree to buy this capacity made before COD then developers will be free to make short-term sale to any organization or individual. The BIA 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.

26 Modifications in Controlling Shareholding

26.1 The BESSD shall indicate its shareholding in the company indicating the controlling shareholding before signing of PPA with the BIA.

26.2 No change in 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.

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.

26.3 In case of Project being executed through SPV, 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% at any time prior to COD of the Project. 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 COD. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

26.4 In case of the selected Bidder itself executing the PPA, it shall ensure that controlling shareholding of the Bidding Company remains unchanged until the COD.

26.5 In case of companies having multiple promoters (but none of the shareholders having more than 50% of voting rights and paid up share capital), it shall be considered as a company under joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained upto the COD.

26.6 Any change in the shareholding after COD can be undertaken under intimation to the BIA.

26.7 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 BESSD to the BIA.

27 Instructions to Bidders for Structuring of Bid Proposals in Response to RfS

The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RfS. Detailed Instructions to be followed by the bidders for online submission of response to RfS are stated at Annexure – C. Submission of bid proposals by Bidders in response to RfS shall be in the manner described below:

a. Covering Letter as per **Format 7.1.**

b. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as **Format 7.2.**

   In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this clause. Provided that such Board Resolutions shall be supported by 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.

c. Bank Guarantee/ Payment on Order Instrument (POI) against Earnest Money Deposit (EMD) as per **Format 7.3 A/7.3 D.**

d. Board Resolutions, as per prescribed formats enclosed as per **Format 7.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:

   i. 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 in the event of selection of the Projects and to sign the PPA with the BIA. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement.

   ii. Board Resolution from the Bidding Company committing 100% (One Hundred Percent) of the equity requirement for the Project/ Board Resolutions from each of the Consortium Members together in aggregate committing to 100% (One Hundred Percent) of equity requirement for the Project (in case of Bidding Consortium); and

   iii. 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 in the Consortium Agreement.

e. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 7.5** along with Board resolution from each Member of the Consortium for participating in Consortium.

f. Format for Financial Requirements as per **Format 7.6** along with the certificate from Statutory Auditors showing details of computation of the financial credentials of the Bidder.

g. Undertaking as per **Format 7.7.**

h. A disclosure statement as per **Format 7.8/7.8A** regarding participation of any related companies in the bidding process.

i. Format for Technical Criteria as per **Format 7.9** (to be filled out separately for each Project).

j. Declaration by the Bidding Company / Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per **Format 7.10** (to be filled out separately for each Project).

k. Integrity Pact between the BIA and the Bidding Company as per **Format 7.11**. *(to be modified/removed based on the procedure of the BIA)*

l. **Attachments**

i. Memorandum of Association, Article of Association needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Standalone Battery Energy Storage System development.

- In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted prior to signing of PPA, if the bidder is selected as Successful bidder.
- If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development/ Battery Energy Storage System has to be submitted prior to signing of PPA.

ii. Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium. In case of AIF, registration certificate issued by SEBI would be required.

iii. A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within 30 days prior to the last date of bid submission. The BIA reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that RfS conditions have been complied with and the bidder will ensure submission of the same within the required timelines.

iv. Certified copies of annual audited accounts for the last financial year, i.e. FY 2025-26/2024-25, or provisional audited accounts duly certified by a practicing Chartered Accountant (as applicable), along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable), shall be required to be submitted.

v. Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.

m. Covering letter of the Financial bid as per **Format - 7.12.**

n. Break-up of the Preliminary Estimate of Cost of Project as per **Format 7.13** (separately for each Project).

28.1 Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.

28.2 The Bidders shall 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 22 of the RfS.

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

28.4 If the event specified at 28.3 is discovered after the Effective Date of PPA, consequences specified in PPA shall apply.

28.5 Response submitted by the Bidder shall become the property of the BIA and the BIA shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Clause 19 of the RfS.

28.6 All documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/ Addenda and PPA) submitted online must be digitally signed by the person authorized by the Board as per Format 7.4.

28.7 The response to RfS shall be submitted as mentioned in Clause 27 of the RfS. 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, the BIA reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.

28.8 *Bidder to familiarize themselves with Bharat ETS portal.*

28.9 All the information should be submitted in English language only. In case of foreign bidders having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted.

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

28.11 Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by the BIA.

28.12 Response to RfS not submitted in the specified formats will be liable for rejection by the BIA.

28.13 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.

28.14 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 the BIA of the obligation of the Bidder to furnish the said data/ information unless the waiver is in writing.

28.15 The Central Electricity Regulatory Commission shall be the appropriate commission to exercise the regulatory and adjudicatory jurisdiction in regard to matters between BESSD and the BIA. Subject to the above, only New Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.

28.16 All the financial transactions to be made with the BIA including success fee, delay charges (except charges for delay in Financial Closure), and any additional charges (if required), shall attract 18% GST on each transaction, irrespective of the same being mentioned in the RfS/PPA.

29 Non-Responsive Bid

The electronic response to RfS submitted by the bidder along with the documents submitted **online** to the BIA shall be scrutinized to establish "Responsiveness of the bid". 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":

(a) Non-submission of the requisite Cost of RfS and/ or Processing Fee as mentioned in the Bid Information Sheet.
(b) Response to RfS not received by the due date and time of bid submission.
(c) Non-submission of correct, valid and operative Pass-Phrases for both Technical and Financial Bid (Price Bid) Parts after the deadline of Bid Submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical Bid.
(d) Any indication of tariff in any part of response to the RfS, other than in the financial bid.
(e) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.
(f) Except for the scenario as per Clause 5.1 above, in case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies have submitted more than one response to this RfS, then all these bids submitted shall be treated as non-responsive and rejected.
(g) Non-submission or partial submission of EMD in acceptable form along with response to RfS.
(h) The bidders are required to bid only for one tariff considering only Viability Gap Funding (VGF) support by the Government of India @ INR 18 Lakh/MWh or 30% of the capital cost of the project awarded whichever is lower.

In any of the above cases, the bid shall not be considered for bid opening and evaluation process.

30 Method of Submission of Response to RfS by the Bidder

30.1 The bidder has to submit original of following documents **offline:**

a. Bank Guarantee/ Payment on Order Instrument towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3A/ 7.3D). One EMD may be submitted for the cumulative capacity quoted by the bidder, or individual EMDs may be submitted for each Project.

b. (Any documentation required as part of submission of bid on the bidding portal decided by the BIA).

No documents will be accepted in person, on or before the date of bid submission.

Bank Guarantee/POI against EMD needs to be submitted in both online and offline modes. The bidders will be required to submit the bank guarantee, either in person or through post, at the office of the BIA until the date as on 2 working days after the closing date of bid submission. The 2-day duration will be counted from the date of bid submission.

For e.g., if the bid submission deadline is 18:00 hrs on 22.12.2026, the above deadline will expire at 18:00 hrs on 24.12.2026. In case of the above deadline being a holiday, the next working day in the BIA will be the deadline for submission of Bank Guarantees.

Note: In all cases, the Bank Guarantee/POI against EMD (if applicable), shall be issued on or before the bid submission deadline. These instruments issued after the expiry of the deadline will be summarily rejected.

The bidding envelope shall contain the following sticker:

Procurement under tariff-based global competitive bidding Request for Selection (RFS) document for supply of energy from 187.5 MW/750 MWh standalone battery energy storage systems in India to be established with Viability Gap Funding Support (VGF)	
Cumulative Capacity of the projects applied for	_____*MW/*_____*MWh*
No. of Projects Bid for	
RfS Reference No.	_____dated: _____
Submitted by	*(Enter Full name and address of the Bidder)*
Authorized Signatory	*(Signature of the Authorized Signatory)* *(Name of the Authorized Signatory)* *(Stamp of the Bidder)*
Bid Submitted to	*NVVN Limited, 5th Floor EOC Building,* *NTPC Limited, A-8A, Sector 24, Noida 201301*

30.2 **Documents to be Submitted Online**

Detailed instructions to be followed by the Bidders for online submission of response to RfS as stated as Annexure-C. The bidders shall strictly follow the instructions mentioned in the electronic form in respective technical bid and financial bid while filling the form.

If the Bidder has submitted bid online and fails to submit the Bank Guarantee for requisite amount offline within 2 working days from last date of bid submission, then the same shall be treated as incomplete bid and Cost of RfS, Processing fee submitted at this stage will be encashed, the EMD(s) shall be returned and the

submitted bid will stand cancelled and the respective bidder will be debarred from participating in any of the tenders issued by the BIA, for a period of 6 (six) months, starting from the last date of bid submission of this RfS.

All documents of the response to RfS submitted online must be digitally signed and uploaded on the website, https://www.bharat-electronictender.com**.** Response to RfS shall contain the http://www.tcil-india-electronictender.com/following:

I. Technical Bid (First Envelope)

The Bidder shall upload single technical bid containing **scanned copies** of the following documents duly signed and stamped on each page by the authorized signatory as mentioned below.

(a) Formats - 7.1, 7.2 (if applicable), 7.3 A, 7.4, 7.5 (if applicable), 7.6, 7.7, 7.8/7.8A, 7.9, 7.10 and 7.11 as elaborated in Clause 27 of the RfS.
(b) All attachments elaborated in Clause 27 of the RfS, under the sub-clause l: Attachments, with proper file names.
(c) All supporting documents regarding meeting the eligibility criteria.
(d) Scanned Copies of NEFT/RTGS details towards Cost of RfS Document and Bid Processing Fee as mentioned in Bid Information Sheet.
(e) Scanned Copies of requisite amount of Bank Guarantee/Payment on Order Instrument towards EMD as mentioned in the Bid Information Sheet.

The Bidder will have to fill the Electronic Form provided at the Bharat ETS portal as part of Technical Bid.

II. Financial Bid (Second Envelope)

Bidders shall submit the single Financial Bid containing the scanned copy of following document(s):

(a) Covering letter as per Format - 7.12 of the RfS
(b) Preliminary Estimate of Cost of the Project as per Format 7.13 of the RfS

Only a Discharge Energy Tariff for all the Projects applied for, shall have to be filled online in the Electronic Form provided at the ISN- ETS portal. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation, else the bid shall be considered as non-responsive.

Important Note:

(a) The Bidders shall not deviate from the naming and the numbering formats of envelops mentioned above, in any manner.
(b) In each of the envelopes (as part of online bid submission), all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.
(c) All the envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.
(d) In case the Bidder submits the online documents on https://www.bharat-

electronictender.com within the bid submission deadlines and fails to submit the offline documents in the office of the BIA within the bid submission deadlines, the online bid of the Bidder shall not be opened and shall be 'archived (to be replaced with a suitable word based on the bidding portal)' on the https://www.bharat-electronictender.com. Similarly, bids submitted offline but without any online submission on https://www.bharat-electronictender.com shall not be opened and the EMD shall be returned to the respective Bidder.

(e) In case of submission of Bank Guarantee against EMD online on or before the bid submission deadline, and non-submission of the hard copy of the Bank Guarantee to the BIA within the date as on 2 working days subsequent to bid submission deadline, then the same shall be treated as incomplete bid and Cost of RfS, Processing fee submitted at this stage will be encashed, the EMD(s) shall be returned and the submitted bid will stand cancelled and the respective bidder will be debarred from participating in any of the tenders issued by the BIA, for a period of 6 (six) months, starting from the last date of bid submission of this RfS

31 Notice Board for Display

The BESSD will have to put a notice board (at least 180 cm x 120 cm) at its project site main entrance prominently displaying the following message before declaration of COD.

___MW/MWh ISTS-Connected Battery Energy Storage System

Owned and operated by

- ----------(insert name of the BESSD)

[Procurement under tariff-based global competitive bidding Request for Selection (RFS) document for supply of energy from 187.5 MW/750 MWh standalone battery energy storage systems in India to be established with Viability Gap Funding Support (VGF)].

by

(NTPC Vidyut Vyapar Nigam Limited]

32 Validity of the Response to RfS

The Bidder shall submit the response to RfS which shall remain valid up to the date as on 12 months from the last date of submission of response to RfS ("Bid Validity"). The BIA reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.

33 Bid Preparation Cost

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

34 Clarifications/ Pre-Bid Meeting/ Enquiries/ Amendments

34.1 Clarifications/ Doubts, if any, on RfS document may be emailed and/ or through https://www.bharat-electronictender.com. The format for submission of clarifications is available on the portal.

34.2 NVVN will make effort to respond to the same in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and the BIA's response will be uploaded in the https://www.bharat-electronictender.com. If necessary, amendments, clarifications, elaborations shall be issued by the BIA which will be notified on the BIA/ https://www.bharat-electronictender.com. No separate reply/ intimation will be given for the above, elsewhere. In the event of the issuance of any revision or amendment of the RfS documents, the Bidders shall be provided a period of at least 7 days therefrom, for submission of bids.

34.3 A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet (Venue to be notified later on the BIA's website).

34.4 Enquiries/ Clarifications may be sought by the Bidder by contacting the BIA's officials as per the details contained in the Bid Information Sheet.

35 Right of the BIA to Reject a Bid

The BIA reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability. In the event of the tender being cancelled at any stage, the processing fee (excluding GST, if amount credited to the BIA's account), without any interests, shall be returned to the respective Bidders.

36 Post Award Compliances

36.1 Timely completion of all the milestones i.e. signing of PPA, meeting Financial Closure Requirements/Conditions Subsequent (PPA), Commissioning etc. will be the sole responsibility of BESSD. The BIA shall not be liable for issuing any intimations/ reminders to BESSDs for timely completion of milestones and/ or submission of compliance documents.

36.2 Any checklist shared with BESSD by the BIA for compliance of above mentioned milestones to be considered for the purpose of facilitation only. Any additional documents required as per the conditions of Guidelines, RfS and PPA must be timely submitted by the BESSD.

36.3 Tentative timelines of various activities to be carried out under this RfS are summarized as follows:

Activity	**Duration**
Date of issuance of RfS	Zero Date (A)
Date of pre-bid meeting	A+10 days
Bid submission deadline	A+28 days (=B)
Issuance of LoAs	B+45 days (=C)
Signing of PPAs	C+ 30 days (=D)
Successful Application by BESSD to CTUIL for preponement of Connectivity (if applicable)	D + 30 days

Financial Closure	D+ 06 months
Release of 1st tranche of VGF on financial closure subject to submission of BG and proof of possession of 90% of the total land.	D+06 months (upon fulfilment of FC)
Scheduled Commissioning Date	28.04.2028 = E
Release of 2nd tranche of VGF	E
Release of 3rd tranche of VGF	E +1 year
Release of 4th tranche of VGF	E +2 years
Release of 5th tranche of VGF	E +3 year

36.4 Project monitoring activities under the RfS shall include periodic Project site visits by Appropriate Central Government Organizations/Authority/Committee(s) authorized from time to time.

36.5 Under this RfS, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects. The Bidder may indicate regarding the selection of technology and its details at the time of submission of bids in the prescribed Format 7.10 of the RfS. The technology proposed at the time of submission of response to RfS can be changed at the time of Financial Closure.

36.6 The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of Clause 23 of the RfS. The undertaking shall be submitted as per enclosed Format 7.9 of the RfS.

36.7 The Projects shall also comply with the performance criteria as detailed in Clause 8 of the RfS.

QUALIFICATION REQUIRMENTS FOR BIDDERS

Bidders participating in the RfS should meet the qualifying requirements stipulated under clause 37.1 (i) or 37.1(ii) or 37.1 (iii) or 37.1(iv) and 37.2, 37.3, 37.4 & 37.5 as applicable. In addition, the Bidder should also meet the requirements stipulated under clause 39.0 together with the requirements stipulated in RFS.

37 ***General Eligibility Criteria***

37.1 The Bidder must fall under either of the following categories:

i. A Company under the Companies Act, 2013.
ii. A Foreign Company under the respective nation's laws.
iii. Alternative Investment Funds (AIF) as registered under SEBI. "AIF" shall be as defined by SEBI.
iv. A Consortium comprising the above entities.

The above would be subject to the relevant Acts, Rules, Guidelines, Orders and Policy documents of the Government of India as amended from time to time.

37.2 In case a foreign company i.e. the bidder under clause 37.1 (ii), is participating on standalone basis and it is selected as successful Bidder, it has to form a "Special Purpose Vehicle" (SPV), i.e. an Indian Company registered under the Companies Act, 2013 as its subsidiary Company, with at least 51% shareholding in the SPV, before signing of PPA and it shall comply with all the laws and provisions related to Foreign Direct Investment in India.

In case the foreign company is participating as a member of consortium, Clause 37.4 of the QR shall also be applicable.

37.3 A Consortium i.e. bidder participating under clause 37.1 (iv), shall participate with one of the consortium partners as the Lead Member. The consortium shortlisted and selected against this RfS has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of Power Purchase Agreement ("PPA"), keeping the original shareholding of the Bidding Consortium unchanged. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be identical to the shareholding pattern of the Consortium.

37.4 A consortium i.e. bidder participating under clause 37.1 (iv), selected as Successful Bidder for the purpose of implementing the Project, shall incorporate a Project company before signing of PPA with the BESS Implementation Agency (BIA) with equity participation by the Members in line with consortium agreement submitted with the bid i.e. the Project Company incorporated shall have the same shareholding pattern as that indicated in the Consortium Agreement given at the time of submission of response to RfS. This shall not change till the signing of PPA and the Controlling Shareholding (Lead Member holding not less than 51% of the voting rights and paid-up share capital) shall not change from submission deadline of response to RfS up to Commercial Operation Date (COD) of the Project. Transfer of controlling shareholding within the same group of companies will however be allowed prior to COD with the permission of the BIA, subject to the condition that, the management control remains within the same group of companies.

37.5 Non-Solar ISTS Connectivity Requirement

a) The Bidder shall have possession of non-solar Inter-State Transmission System (ISTS) connectivity as on the last date of bid submission specified in the initial published RfS/ NIT.
b) Further, the start date of connectivity, as specified in the Final Grant of Connectivity letter issued by CTUIL, shall be on or before 29.03.2028.
   OR
   Bidders having possession of non-solar Inter-State Transmission System (ISTS) connectivity as on the last date of bid submission specified in the initial published RfS/ NIT, with start date of connectivity after 29.03.2028, shall be required to submit an letter of undertaking as per the format attached with Request for Selection (RfS), confirming that they shall arrange for advancement of the start date of connectivity to on or before 29.03.2028.

In case of a Bidder participating through a Consortium, the Lead Member of the Consortium shall meet the above connectivity requirement.

Note for Clause 37.0

a) Limited Liability Partnership (LLPs) are not eligible for participation.
b) 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. Multiple SPVs may also be utilized for executing more than one Project.
c) The Bidder or any of its Affiliates should not be a willful defaulter to any lender. Further, 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. The Bidder shall submit an undertaking to this effect.
d) The Bidder shall submit a copy of the Final Grant of Connectivity letter issued by CTUIL along with the Bid.

38 Not Used

39 Financial Eligibility Criteria

39.1 Net-Worth/ Asset Under Management (AUM) or Investible Funds

a) The Net Worth of the Bidder should be equal to or greater than INR 93,00,00,000.00, as on the last day of the preceding financial year as on the date of Techno-commercial bid opening. In case of the Bidder being a SEBI registered AIF, the cumulative value of Assets Under Management (AUM) with minimum requirement as per above shall be demonstrated. In this context, AUM shall mean the amount as certified by the Statutory Auditor of the AIF.

b) The net-worth/value of AUM to be considered for the above purpose will be the cumulative net-worth of the Bidder/AIF or consortium members. Except in the case of AIFs, the Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the Net Worth criteria as per the RfS. In case of the Bidder being a Bidding Consortium, any Member may meet the above criteria on the basis of financial capability of its Affiliate(s). In both cases, such Affiliates shall undertake to contribute the required equity funding and performance bank guarantees in case the bidder(s) fail to do so in accordance with the RfS.

c) Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013. AUM or investible funds to be considered under this clause will be calculated in accordance with applicable SEBI (AIF) Regulations.

39.2 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 the following parameter:

a) A minimum annual turnover of INR 370,00,00,000.00, in the preceding financial year as on the date of techno-commercial bid opening. 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.

39.3 Except for AIFs, the Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per Clauses 39.1 and 39.2 above. In case of the Bidder being a Bidding Consortium, any Member (except an AIF) 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 respective Affiliate(s), undertaking to contribute the required equity funding and Performance Bank Guarantees/POI in case the Bidder(s) fail to do so in accordance with the RfS. In case of non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of PPA.

"Note: In case bidder is seeking qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements, only standalone Financial Statement of Affiliate(s) would be considered."

39.4 For the purposes of meeting financial requirements, only latest 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%) equity in each Company whose accounts are merged in the audited consolidated account.

39.5 A Company/Consortium would be required to submit annual audited accounts for the last financial year as on date of Techno-commercial bid opening, along with net worth, annual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfillment of the criteria. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last three respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located, or provisional accounts in the preceding three (3) financial years as on the date of techno-commercial bid opening.

Note: In case of foreign Bidders, in the event the Bidder is unable to furnish the audited annual accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the annual audited accounts of the last financial year for which the audited accounts are available. This, however, would be acceptable, subject to the condition that the last date of response to this RfS falls on or within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country, and the Bidder shall submit the corresponding documentary evidence against the same. In case the annual accounts or provisional accounts as on the date of techno-commercial bid opening, are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.

39.6 For meeting the above financial eligibility criteria, if the data is provided by the Bidder in a foreign currency, equivalent Indian Rupees of Net Worth and other financial parameters will be calculated by the Bidder using Reserve Bank of India's reference rates prevailing on the date of closing of the accounts for the respective financial year.

39.7 In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, the Bidder shall follow the procedure/ submit document as elaborated in Clause 39.6 above.

39.8 In case the bidder has participated under Clause 37.1 (iv) i.e. Consortium, then the financial requirement (both the Net-Worth and Liquidity requirements) to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company. For example, if two companies A and B form a Consortium with equity participation in 70:30 ratio and submit their bid for a capacity of 375 MWh (93.75 MW x 4 hrs), then, total Net-Worth to be met by the Consortium is Rs. 93.00 Crores. The minimum requirement of Net-Worth to be met by Lead Member A would be

minimum Rs. 65.10 Crores and to be met by Consortium Member B would be Rs. 27.90 Crores. Similar methodology shall be followed for computation of liquidity requirement.

39.9 For the purpose of meeting the technical and financial eligibility criteria, the Bidder may also use credentials of those companies having equal to or less than 50% shareholding in the bidding company, subject to the following:

a) The qualification criteria parameters will be met proportionately to the equity contribution of the entity whose credentials are being used to meet the requirement. For example, in case of Net Worth requirement being Rs 100 Crore and the strength of a company is used which owns 30% of the total shareholding in the bidder, the said company should be able to meet up to Rs 30 Crore of the Net Worth.
b) In case the strength of the company is being used for meeting the eligibility criteria, the shareholding pattern of the respective company will be locked-in up to COD of the Project.

General Notes:

In case where audited results for the last financial year as on the date of Techno Commercial Bid Opening are not available, the financial results certified by a practicing Chartered Accountant/ Statutory Auditor along with net worth, annual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/ Statutory Auditor shall be considered acceptable. In case the Bidder/ Affiliate(s) is not able to submit the financial results certified by practicing Chartered Accountant/ Statutory Auditor, the audited result of the financial year preceding the last financial year as on the date of techno-commercial bid opening along with net worth, annual turnover and PBDIT certificate (as applicable) for that year from a practicing Chartered Accountant/ Statutory Auditor shall be considered for evaluating financial parameters.

Further, a certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the financial results of the company for the last financial year as on date of Techno Commercial Bid Opening are under audit and the Certificate from a practicing Chartered Accountant certifying the financial parameters is not available.

In case, the Bidder is seeking qualification on the basis of financial capability of Affiliate(s) as per Clause 39.3, a certificate would be required from the CEO/CFO of the such Affiliate(s) as per the format enclosed in the bidding documents stating that the financial results of the company for the last financial year as on date of Techno Commercial Bid Opening are under audit and the Certificate from a practicing Chartered Accountant certifying the financial parameters is not available.

For the purposes of this tender, any reference to the date of Techno-commercial bid opening for qualifying requirements wherever mentioned in the qualifying requirements, shall be taken as the date of Techno commercial bid opening specified in the initial published RfS/ NIT.

SECTION 4. BID EVALUATION AND SELECTION OF PROJECTS

40 Bid Evaluation

Bid evaluation will be carried out considering the information furnished by Bidders as per provisions of this RfS. The detailed evaluation procedure and selection of bidders are described in subsequent clauses in this Section.

41 Techno-Commercial Evaluation of Bidders (Step 1)

41.1 The first envelope (Technical Bid submitted online) of only those bidders will be opened by the BIA whose required documents as mentioned at Clause 30 of the RfS are received by the BIA. Bid opening (online) will be done only after the deadline for submission of Bank Guarantee (if applicable) and/or DDs/Pay order against Bid Processing Fee.

For e.g., if the bid submission deadline is 18:00 hrs on 14.12.2026, the online bid opening will be conducted on 15.12.2026. In case of the above deadline being a holiday, the bids will be opened on the next working day.

41.2 Subject to Clause 29 of the RfS, the BIA will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, the BIA may seek clarifications/additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/additional documents sought by the BIA within 07 (seven) days from the date of such intimation from the BIA. All correspondence in this regard shall be made through email / (https://www.bharat-electronictender.com) only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. The BIA shall not be responsible for rejection of any bid on account of the above.

41.3 The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per the RfS.

42 Financial Bid Evaluation (Step 2)

42.1 In this step evaluations of Techno-Commercially Qualified Bids shall be done based on the "Discharge Energy Tariff", quoted by the Bidder in the Financial Bid. After this step, the shortlisted bidders shall be invited for the Reverse Auction. **The "tariff" in this section, will refer to the discharge energy tariff quoted by the bidders.**

42.2 Second Envelope (containing Discharge Energy Tariff) of only those bidders shall be opened whose technical bids are found to be qualified as per the RfS.

42.3 The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) quoting a single tariff (discharge energy tariff) in Indian Rupee per kWh for all the Projects applied for. The tariff to be quoted under this RfS shall be less than or equal to **Rs. 8.64/kWh**. The tariff has to be quoted in Indian Rupee per kWh (with two decimal places allowed). If it is quoted with more than two decimal places, the digits after the second

decimal places shall be ignored. (For e.g. if the quoted tariff is INR 5.456/kWh, then it shall be considered as INR 5.45/kWh).

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

42.5 On completion of Techno-Commercial bid evaluation, if it is found that only one or two Bidder(s) is/are eligible for the next stage, opening of the financial bid of the Bidder(s) will be at the discretion of the BIA. Thereafter, the BIA will take appropriate action as deemed fit.

42.6 If the first-round tariff quoted is same for two or more Bidders, then all the Bidders with same tariff shall be considered of equal rank/ standing in the order.

42.7 All Bidders with same tariff shall be eligible for reverse auction round (provided their rank is equal to or less than n^{th} Bidder as mentioned in Clause 43.2 of the RfS.

42.8 Ranking of bidders after Financial Bid Evaluation: Following illustrates an example of ranking of bidders after financial bid opening and evaluation

Bidder	Submitted Financial Bid	Ranking
B1	₹ 5.21 (Tariff in ₹/ kWh)	*L1*
B2	₹ 5.25 (Tariff in ₹/ kWh)	*L2*
B3	₹ 5.30 (Tariff in ₹/ kWh)	*L3*
B4	₹ 5.30 (Tariff in ₹/ kWh)	*L3*
B5	₹ 5.33 (Tariff in ₹/ kWh)	*L4*
B6	₹ 5.35 (Tariff in ₹/ kWh)	*L5*
B7	₹ 5.42 (Tariff in ₹/ kWh)	*L6*
B8	₹ 5.49 (Tariff in ₹/ kWh)	*L7*
B9	₹ 5.55 (Tariff in ₹/ kWh)	*L8*

43 Reverse Auction (Step 3)

43.1 The reverse auction for the total tendered capacity shall be conducted on the portal https://www.bharat-electronictender.com, on the day as intimated by the BIA to the eligible Bidders.

43.2 Subsequent to opening of financial bid, Bidder quoting Highest rate ("H1" Bidder) shall be eliminated. However, if total number of bidders whose financial bid has been opened is less than equal to 4, no bidder shall be eliminated at this stage.

Note:

(a) In case more than one bidder is ranked as "H1" bidder, i.e. such bidders are at the same tariff, all such bidders will be eliminated at this stage, provided that the remaining number of bidders considered for RA after elimination shall be at least 4.

43.3 After opening of financial bids and at least one day prior to reverse auction, an advance intimation regarding the date and time of the reverse auction will be sent by e-mail to all the bidders whose technical bids have been opened and are found to be qualified. Further, at least two hours before the scheduled start time of Reverse Auction, a system generated email for invitation for Reverse Auction will be sent to all those bidders only who have been shortlisted based on the criteria mentioned at Clause 43.2 above.

43.4 Shortlisted bidders for Reverse Auction will be able to login into the https://www.bharat-electronictender.com of reverse auction 15 minutes before the start time of reverse auction.

a. During the 15 minutes prior to start of reverse auction process, the respective tariff of the bidder shall be displayed on its window.

b. The minimum decrement value for tariff shall be **INR 0.01 per kWh**. The Bidder can mention its revised discounted tariff which has to be at least 01 (one) paisa less than its current tariff.

c. Bidders can only quote any value lower than their previous quoted tariff taking into consideration the minimum decrement value mentioned in the previous clause. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.

d. During reverse auction, the Bidder shall not have the option of changing the total project capacity while quoting tariff during reverse auction.

e. In the bidder's bidding window, the following information can be viewed by the bidder:

   i. Its tariff as the initial start price and there after last quoted tariff along with the project capacity for which the Bidder is qualified.
   ii. The list of all the Bidders with their following details: Pseudo Identity, last quoted tariff and project capacity

44 Selection of Successful Bidders

44.1 Subsequent to conclusion of the e-RA process, the bidders will be listed in the increasing order of the tariffs discovered at the end of e-RA.

44.2 The bidders will be declared as Successful Bidders under the RfS, subject to the following conditions:

i. L1 and L2 bidders shall be considered as shortlisted bidders, subject to L2 bidder falling within the range of (and including) the lowest tariff (L1 tariff) + 2% of the L1 tariff- hereinafter referred to as "the range".

ii. Time stamping- In case of a tie among two or more Bidders (i.e. their last quoted tariff being the same), they will be considered in the chronological order of their last quoted tariff during the e- RA with preference to be given to that Bidder who has quoted his last tariff during the e-RA, earlier than others.

iii. In the above case, if the time of quote also becomes exactly same among the Bidders

at a tie, then the ranking among these Bidders shall be done as follows:

- Step 1: Highest rank (i.e L1) will be given to the Bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. If there is also a tie among any of these bidders, then the following step (Step 2) will be followed.
- Step 2: Ranking will be done based on draw of lots.

44.3 **Illustration:** Following example provides a possible illustration of the above methodology:

• L1 tariff discovered after e-RA: Rs. 5.20/kWh

• Tariff as per the range (L1+2% of L1): Rs. 5.30/kWh

Rank	Quoted Capacity (MW)	Cumulative Quoted Capacity (MW)	Time stamp	Tariff (INR/kWh)	Qualified Successful Bidder
L1	93.75	93.75	NA	5.20	L1
L2	93.75	187.5	16:00:01	5.23	L2
L3	93.75	281.25	16:00:02	5.23	---
L3	93.75	375	NA	5.33	---
L4	93.75	468.75	NA	5.37	---

Accordingly, L1 and L2 bidders are considered as successful bidders

Note - 'Tariff' mentioned in Clause 42 Financial Bid Evaluation, Clause 43 Reverse Auction and Clause 44 Selection of Successful Bidders may be read as 'applicable tariff'.

45 Issuance of LoAs

a) At the end of the selection process, a Letter of Award (LoA) will be issued to the successful Bidders for each Project. In case of a Consortium being selected as the successful Bidder, the LoA shall be issued to the Lead Member of the Consortium.
b) The BIA reserves the right to annul the bid process without any financial implications to any of the parties concerned.
c) In all cases, the BIA's decision regarding selection of Bidder through Reverse Auction or other- wise based on tariff or annulment of tender process shall be final and binding on all participating bidders.
d) In case of delay in signing of PPA beyond 6 months from the date of issuance of LoAs, or any other extended date as mutually agreed between the BIA and the successful bidders, the awarded capacity shall stand cancelled.

SECTION 5. DEFINITIONS OF TERMS

46 Following terms used in the documents will carry the meaning and interpretations as described below:

46.1 **"ACT" or "ELECTRICITY ACT, 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time.

46.2 **"AFFILIATE"** shall mean a company that, directly or indirectly,

i. controls, or
ii. is controlled by, or
iii. 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.

46.3 **"APPROPRIATE COMMISSION"** shall mean Central Electricity Regulatory Commission or State Electricity Regulatory Commission, as the case may be.

46.4 **"AVAILABILITY"** shall mean as defined in Clause 8 of the RfS.

46.5 **"BATTERY ENERGY STORAGE SYSTEMS"** or **"BESS"** shall mean the system(s)/projects utilizing methods and technologies such as electrochemical batteries (Lead Acid, Li-ion, solid state batteries, flow batteries, etc.), providing a facility that can store chemical energy and deliver the stored energy in the form of electricity, including but not limited to ancillary facilities (grid support, for example). Such systems may be co-located with RE Generating Stations, or may be operated on stand-alone basis.

46.6 **"BATTERY ENERGY STORAGE SYSTEM DEVELOPER"** or **"BESSD"** or **"DEVELOPER"** or **"PROJECT DEVELOPER"** or **"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 BIA (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 BIA.

46.7 **a. "POWER PURCHASE AGREEMENT"** or **"PPA"** shall mean the agreement signed between the Selected Bidder/BESSD and the BIA according for procurement of discharged energy from the BESS, as per the terms and conditions of the standard PPA enclosed with this RfS.

b. "**POWER SALE AGREEMENT**" or "PSA" shall mean the agreement signed between the NVVN and the Buying Entity according to the terms and conditions of the PSA on back-to-back basis with PPA.

46.8 **"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 as part of its response to the RfS issued by the BIA.

46.9 **"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, 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.

46.10 **"BIDDING CONSORTIUM"** or **"CONSORTIUM"** shall refer to a group of Companies that collectively submit the response in accordance with the provisions of this RfS under a Consortium Agreement.

46.11 **"BID CAPACITY"** shall mean aggregate project capacity of the Battery Energy Storage System(s) as proposed by the Bidder.

46.12 **"BID/ BESS IMPLEMENTING AGENCY" OR "BIA"** shall mean NTPC Vidyut Vyapar Nigam Limited i.e. the Bidding Agency designated for issuing the tender documents and carrying out the process of selection of Successful Bidders under the Guidelines.

46.13 **"BUYING ENTITY" or "BUYING UTILITY" or "DISCOM" or "END PROCURER"** shall mean the entity with which NVVN may enter into a Power Sale Agreement (PSA) for procurement of power from the Project to meet its electricity demand.

46.14 **"CHARTERED ACCOUNTANT"** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) 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.

46.15 **"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.

46.16 **"COMMERCIAL OPERATION DATE (COD)"** shall mean the date as defined in Clause 25 of the RfS.

46.17 **"CONTRACTED CAPACITY"** or the **"PROJECT CAPACITY"** shall mean the capacity in MW/MWh ("X" MW x 4 hrs) contracted with the BIA for providing Energy storage facility to the Buying Entity(ies) for charging and discharging the system on "on-demand" basis, based on which the PPA is executed with the BIA.

46.18 **"CONTRACT YEAR"** shall mean the period beginning from the Effective Date and thereafter each period of 12 months, provided that:

(i) in the financial year in which the Scheduled Commissioning Date or date of full commissioning of the project whichever is later would occur, the Contract Year shall end on the date immediately before such Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date or date of full commissioning of the project whichever is later and thereafter each period of twelve (12) months for illustration if date of Commissioning of the full project is 28th April 2027, then the contract 1st year shall end on 27th April 2028 and

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

46.19 **"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.

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

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

46.22 **"DAY"** shall mean calendar day.

46.23 "**EFFECTIVE DATE"** shall mean the date as on 30 days from the date of issue of LoA, or the date of signing of PPA, whichever is later (for example, if the date of LoA is 07.01.2027, the Effective Date will be 06.02.2027 or date of signing of PPA, whichever is later). Subsequent to expiry of the 30 -day period after the issuance of LoA, in case the BIA intimates to the Successful Bidder, a particular date as the date for signing of PPA, the specified date shall become the Effective Date of the PPA, irrespective of the date of signing of PPA.

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

46.25 **"FINANCIAL CLOSURE"** or **"PROJECT FINANCING ARRANGEMENTS"** means arrangement of necessary funds by the BESSD towards 100% Project Cost either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank/ financial institution by way of sanction of a loan or letter agreeing to finance;

46.26 **"GUIDELINES"** shall mean "Guidelines for Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services" issued by Ministry of Power vide Gazette Resolution dated 10.03.2022, including subsequent amendments and clarification thereof, if any, issued until the last date of bid submission of this RfS.

46.27 **"GROUP COMPANY"** of a Company means

a. a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or;

b. a Company in which the Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company or;

c. 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;

d. 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;

e. 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 that entities which have Government shareholding, financial institution, scheduled bank, foreign institutional investor, Non-Banking Financial Company, and any mutual fund, pension funds and sovereign funds 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.

46.28 **"ISTS"** shall mean Inter-State Transmission System.

46.29 **"InSTS"** shall mean Intra-State Transmission System

46.30 **"INTER-CONNECTION POINT/ DELIVERY/ METERING POINT"** shall mean a single point at 220kV or above or a minimum voltage as per applicable CERC regulations in case of ISTS network, where the power from the Project(s) is injected into and drawn from the identified ISTS Substation (including the dedicated transmission line connecting the Projects with the substation system) as specified in the RfS document. Metering shall be done at this interconnection point where the power is injected into or drawn from. For interconnection with grid and metering, the BESSDs shall abide by the relevant CERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.

46.31 **"JOINT CONTROL"** shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% of voting rights and paid up share capital).

46.32 **"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.

46.33 **"LETTER OF AWARD"** or **"LoA"** shall mean the letter issued by the BIA to the selected Bidder for award of the Project.

46.34 **"LIMITED LIABILITY PARTNERSHIP"** or **"LLP"** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended.

46.35 **"LLC"** shall mean Limited Liability Company.

46.36 **"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.

46.37 **"MONTH"** shall mean calendar month.

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

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

46.40 **"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.

46.41 **"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 BESSD(s) to get connected to the ISTS substation. The voltage level for such common line shall

be 220 Kv or above, Further, the metering of the pooled power shall be done at the injection point, i.e. the ISTS substation. However, the voltage level of transmission system of individual projects up to the pooling substation may be at 33 kV and above. Sub-meters shall be installed at the pooling substation for metering and forecasting and scheduling of individual Projects. The losses in the common transmission system up to the injection point shall be apportioned to the individual Projects for the purpose of billing.

46.42 **"PGCIL"** or **"POWERGRID"** shall mean Powergrid Corporation of India Limited.

46.43 **"PROJECT"** shall mean the Battery Energy Storage System set up by the BESSD for supply of Power an "on Demand" basis, having single point of injection/drawl into/from the grid at Interconnection/ Delivery/ Metering Point, or in case of sharing of transmission lines, by separate injection at Pooling Point and having separate control systems and metering. The Project shall also comprise auxiliaries and associated facilities, bay(s) for transmission system in the their switchyard, dedicated transmission line up to the injection point and all the other assets, buildings/structures, equipment, plant and machinery (pertaining to the BESS), facilities and related assets required for the efficient and economic operation of the power supply facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to the BIA. It is clarified that BESS charged using a source other than RE power would not qualify as RE power.

46.44 **"PROJECT COMMISSIONING"**: The Project will be considered as commissioned in line with the Commissioning procedure defined in the RfS/PPA.

46.45 **"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.

46.46 Deleted

46.47 **"RENEWABLE ENERGY (RE) POWER"** shall mean power from a RE Power generation facility.

46.48 **"RfS"** or **"RfS DOCUMENT"** or **"BIDDING DOCUMENT(S)"** or **"TENDER DOOCUMENTS"** shall mean the "Request for Selection" document issued by the BIA including standard Power Purchase Agreement, along with subsequent clarifications and amendments thereof, vide RfS No. …… dated:……..

46.49 **"SCHEDULED COMMISSIONING DATE"** or **"SCD"** shall be the date as indicated in Clause 9 of the RfS.

46.50 **"SELECTED BIDDER"** or **"SUCCESSFUL BIDDER"** shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of PPA.

46.51 **"SOLAR PV POWER PROJECT"** or **"SOLAR POWER GENERATING SYSTEM/ STATION"** shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion into electricity through Photo Voltaic Technology.

46.52 **"STATE TRANSMISSION UTILITY"** or **"STU"** shall mean the Board or the Government Company notified by the respective State Government under Sub-Section I of Section 39 of the Electricity Act, 2003.

46.53 **"STATUOTORY 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

46.54 **"TOE"** shall mean Tender Opening Event.

46.55 "**TRADING MARGIN**" shall mean the facilitation charges in the form of margin charged from Buying Entity, on discharged energy from the BESS to the Buying Entity by the Intermediary Procurer, i.e. NVVN, under this RfS, and the same being charged by NVVN @ seven paise/kWh (07 paise/kWh) of energy discharged.

46.56 **"ULTIMATE PARENT"** shall mean a Company, which owns more than 50% (Fifty Percent) voting rights and paid up share capital, either directly or indirectly in the Parent and Affiliates;

46.57 **"WEEK"** shall mean calendar week;

SECTION 6. SAMPLE FORMS & FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the RfS. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth under Clause 37 to 39 and other submission requirements specified in the RfS.

Format 7.1

COVERING LETTER

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

Ref.No. _____ Date: _____

From: _____*(Insert name and address of Bidding Company/ Lead Member of Consortium*)

_____

_____

Tel.#:

Fax#:

E-mail address#

To

NVVN Limited

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

Dear Sir/ Madam,

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 7.8 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 7.8A in this regard *[strike out whichever not applicable].*

We are submitting response to RfS for the development of following Project:

Project capacity (MW/MWh)	**Interconnection Point Details**

1. We give our unconditional acceptance to the RfS, dated …….. *[Insert date in dd/mm/yyyy]*, standard PPA documents attached thereto, issued by the BIA. In token of our acceptance to the RfS, and PPA documents along with the amendments and clarifications issued by the BIA, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the PPA 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 9 of the 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 18 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 7.3A from …… [Insert name of bank providing bank guarantee] and valid up to… .....in terms of Clause No. 18 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 of the requisite value(s) towards PBG, Success charge for the selected Projects, within due time as mentioned in Clauses 19 & 20 of this RfS on issue of LoA by the BIA for the selected Projects and/or we are not able to sign PPA with the Intermediary Procurer within the timeline as stipulated in the RfS for the selected Projects, the BIA shall have the right to take action as per provisions of Format-7.3A of the RfS.

4. We have submitted our response to RfS strictly as per Section 6 (Sample Forms and 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 BIA 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.

   We also unconditionally and irrevocably agree and accept that the decision made by the BIA 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.

6. Familiarity with Relevant Indian Laws, Regulations and Orders:-
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 submitting our response to the RfS with formats duly signed as desired by you in the RfS online 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 BIA.

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 up to _____(*Insert date in dd/mm/yy*yy) for acceptance [i.e. a period of 12 months from the last date of submission of response to RfS].

12. Contact Person

Details of the representative to be contacted by the BIA are furnished as under:

Name : ……
Designation : ……
Company : ……
Address : ……
Phone Nos. : ……
Mobile Nos. : ……
Fax Nos. : ……
E-mail address : ……

13. We have neither made any statement nor provided any information in this Bid, which to 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.

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 7.2

FORMAT FOR POWER OF ATTORNEY

(Applicable Only in case of Consortiums)

(To be provided by each of the other members of the Consortium in favor of the Lead Member)
(*To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value***)**

KNOW ALL MEN BY THESE PRESENTS THAT M/s.....having its registered office at ……., …., and M/s …….. 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…… and having agreed to appoint M/s……..…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 act or submit any information and document related to the above response to RfS Bid.

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 M/s ……., 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:)
Accepted

(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: ---

Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section-5, Definition of Terms of the RfS.

Format 7.3A

FORMAT FOR BANK GUARANTEE TOWARDS EARNEST MONEY DEPOSIT (EMD)

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value)

Reference: …….
Bank Guarantee No.: .....…
Date: .....……...

In consideration of the _____ [*Insert name of the Bidder*] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for _____[*Insert title of the RfS*] of the cumulative capacity of _____ MW/MWh [*Insert cumulative Project capacity proposed*] for offering Battery Energy Storage System on long term basis, in response to the RfS No. _____dated _____issued by NTPC Vidyut Vyapar Nigam Limited (hereinafter referred to as the BIA) and the BIA 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 bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to the BIA at [*Insert Name of the Place from the address of* the BIA] forthwith without demur on demand in writing from the BIA or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees _____[In*sert amount*], only, on behalf of M/s _____[*Insert name of the Bidder*].

This guarantee shall be valid and binding on this Bank up to and including _____[*insert date of validity in accordance with Clause No. 18 of this RfS*] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR……..(Indian Rupees _____ only). Our Guarantee shall remain in force until _____[*insert date of validity in accordance with Clause No. 18 of this RfS*]. The BIA shall be entitled to invoke this Guarantee till _____ [*insert date of validity in accordance with Clause No. 18 of this RfS*].

The Guarantor Bank hereby agrees and acknowledges that the BIA shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by the BIA, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to the BIA.
The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____ [*Insert name of the Bidder*] and/ or any other person. The Guarantor Bank shall not require the BIA to justify the invocation of

This BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against the BIA in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at New Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly the BIA shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by the BIA or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ Only) and it shall remain in force until _____ [*Date to be inserted on the basis of Clause No. 18 of this RfS*].

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the BIA serves upon us a written claim or demand.

Signature:_____
Name:_____
Power of Attorney No.: _____
For
_____[*Insert Name and Address of the Bank*] ___
Contact Details of the Bank:
E-mail ID of the Bank:
Banker's Stamp and Full Address.
Dated this ____day of ____, 20___

Format 7.3 B

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(To be submitted Separately for each Project)
(*To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value*)

Reference: …….
Bank Guarantee No.: .....…
Date: .....……...

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 …….[*insert title of the* RfS] of the capacity of ……. MWh, at..... *[Insert name of the place*], in response to the RfS dated…… issued by NTPC Vidyut Vyapar Nigam Limited (hereinafter referred to as the BIA) and the BIA considering such response to the RfS of..... [*Insert name of the Bidder*] (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 procurement of capacity [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 Bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to the _____[*Insert name of the BIA*], (hereinafter referred to as Intermediary Procurer, or BIA at [*Insert Name of the Place from the address of the BIA*] forthwith on demand in writing from the BIA 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* Battery Energy Storage System Developer*/ Project Company*]

This guarantee shall be valid and binding on this Bank up to and including ……. and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____Only).

Our Guarantee shall remain in force until ..... The BIA shall be entitled to invoke this Guarantee till …….

The Guarantor Bank hereby agrees and acknowledges that the BIA shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____ [*Insert name of the selected* Battery Energy Storage System Developer*/ Project Company as applicable*] and/ or any other person. The Guarantor Bank shall not require the BIA to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against BIA in respect of any payment made hereunder

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at New Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly the BIA shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Battery Energy Storage System Developer/ Project Company, to make any claim against or any demand on the selected Battery Energy Storage System Developer/ Project Company or to give any notice to the selected Battery Energy Storage System Developer/ Project Company or to enforce any security held by the BIA or to exercise, levy or enforce any distress, diligence or other process against the selected Battery Energy Storage System Developer / Project Company.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to the BIA and may be assigned, in whole or in part, (whether absolutely or by way of security) by the BIA to any entity to whom the BIA is entitled to assign its rights and obligations under the PPA.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ Only) and it shall remain in force until ….....We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the BIA serves upon us a written claim or demand.

Signature: _____
Name: _____
Power of Attorney No.: _____
For
_____*[Insert Name and Address of the Bank*] ___

Contact Details of the Bank:

E-mail ID of the Bank:
Banker's Stamp and Full Address.

Dated this ____day of ____, 20___

Witness:

1. …….

Signature
Name and Address

2. …….

Signature
Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of Bank Guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

Format 7.3 C

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

No. Date

The BIA, **Registered**

_____,

_____

Reg: M/s _____(insert name of the PPA signing entity) (Project No. _____(insert project ID issued by the BIA) – 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 BESSD), 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 of Contracted Capacity of …….. MW, at ……[Insert name of the place] under RfS for _____(insert name of the RfS), in response to the RfS dated .....issued by NTPC Vidyut Vyapar Nigam Limited (hereinafter referred to as the BIA) and the BIA 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 with _____[Insert name of the Intermediary Procurer], (hereinafter referred to BESS IMPLEMENTING AGENCY, or BIA) for providing energy storage facility [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 the BIA at [Insert Name of the Place from the address of the BIA] forthwith on demand in writing from the BIA 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 the BIA 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 the BIA 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 the BIA;
   (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 (the BIA 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 the BIA made in any format within the validity period. IREDA/REC/PFC shall not require the BIA 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 the BIA shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/BESSD;
   (h) Neither the BIA is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against the BIA 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.

6. In pursuance of the above, IREDA/REC/PFC and the BIA have signed an Umbrella Agreement dated _____ setting out the terms and conditions for issue of letter of undertaking by IREDA/REC/PFC to the BIA and the said terms and conditions shall be read as a part of this letter of undertaking issued for the project of the project of PP mentioned above.

Thanking you,

Yours faithfully
For and on behalf of

M/s. _____
(name of the POI issuing agency).

( )
General Manager (TS)

Copy to:-

M/s. __PP_____

_____

_____ As per their request

( )

General Manager (TS)

Format 7.3 D

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

No. Date

The BIA, **Registered**

_____,

_____

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/Energy Storage 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 _____[*Insert title of the RfS*] of the cumulative capacity of ……. MW [*Insert cumulative Project capacity proposed*] for supply of power there from on long term basis, in response to the RfS No. _____ dated _____issued by NTPC Vidyut Vyapar Nigam Limited (hereinafter referred to as the BIA) and the BIA 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 the BIA at [*Insert Name of the Place from the address of* the BIA] forthwith without demur on demand in writing from the BIA or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees _____[*Insert amount*], 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 the BIA on the following conditions:-
   (i) 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 the BIA within the validity period of this letter as specified herein;
   (j) 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 the BIA;

(k) 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;

(l) 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 (the BIA 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;

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

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

(o) The POI shall be the primary obligation of IREDA/REC/PFC and the BIA shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the Bidding Party;

(p) Neither the BIA is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against the BIA 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.

6. In pursuance of the above, IREDA/REC/PFC and the BIA have signed an Umbrella Agreement dated _____ setting out the terms and conditions for issue of letter of undertaking by IREDA/REC/PFC to the BIA and the said terms and conditions shall be read as a part of this letter of undertaking issued for the project of the project of PP mentioned above.

Thanking you,

Yours faithfully
For and on behalf of
M/s. _____
(Name of the POI issuing agency).

( )
General Manager (TS)

Copy to:-

M/s. __PP_____

_____

_____ As per their request ( )

General Manager (TS)

Format 7.3 E

Bid Security Form Insurance Surety Bond (To be stamped in accordance with Stamp Act, if any, of the Country of the issuing Bank)

Insurance Surety Bond No.....

Date.....

To

NTPC VIDYUT VYAPAR NIGAM LIMITED,

5th Floor, Engineering Office Complex, A-8A, Sector -24, Noida -201301 (U.P.)

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No._____, M/s.....[Bidder's Name] having its Registered/Head Office at..... (hereinafter called the 'Bidder') wish to participate in the said bid for [Name of Package] .....

As an irrevocable Insurance Surety Bond against Bid Security for an amount of ..... (*)..... valid for days from .....(**) required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents.

We, the ____[Name & address of the Insurer] .....having our Head Office at (#)_____guarantee and undertake to pay immediately on demand by NTPC VIDYUT VYAPAR NIGAM LIMITED (hereinafter called the 'BIA') the amount of .....(*) without any reservation, protest, demand and recourse. Any such demand made by the 'BIA' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the bidder in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid upto .....(@) If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s ....[Bidder's Name] on whose behalf this Insurance Surety Bond is issued.

In witness where of the Insurer, through its authorized officer, has set its hand and stamp on this.....day of.....20.....at.....

WITNESS:

.....	.....
(Signature)	(Signature)
.....	.....
(Name)	(Name)
.....	.....
(Official Address)	(Designation with Bank Stamp)

Authorized Vide

Power of Attorney No.....

Date.....

NOTE: 1. (*) The amount shall be as specified in the Bid Data Sheets. (**) This shall be the date of opening of Techno-Commercial bids.

(#) Complete mailing address of the Head Office of the Insurer to be given.

(@) This date shall be forty-five (45) days after the last date for which the bid is valid.

2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

3. The BIA shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

5. While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in Form of Bank Guarantee/Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Bidders are required to fill up this Form and enclose the same with the Insurance Surety Bond.

Format 7.3 F

Form of Insurance Surety Bond towards Performance Security

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No. .....

Date.....

To,

[BIA's Name & Address]

Dear Sirs,

In consideration of the ..... [BIA's Name] (Hereinafter referredto as the 'BIA' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s..... [Contractor's Name] ..... with its Registered /Head Office at .....(Hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of BIA's Notification of Award No. ..... dated .....and the same having been unequivocally accepted by the contractor, resulting into a Contract bearing No..... dated....., valued at ..... for and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to .....(*) .....%(percent) of the said value of the Contract to the BIA.

We .....[Name & Address of the Insurer] .....having its Head Office at ..... (hereinafter referred to as the 'Insurer', 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 BIA, on demand any and all amount payable by the Contractor to the extent of .....(*) as aforesaid at any time up to.....(@)..... [days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the BIA on the Insurer shall be conclusive and binding notwithstanding any difference between the BIA and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency and or any period extended under the contract, without prior consent of the BIA and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

The BIA shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the performance of the Contract by the Contractor for the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same. The BIA shall have the fullest liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, 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 BIA and the Contractor or any other course or remedy or security available to the BIA. The Insurer shall not be released of its obligations under these presents by any exercise by the BIA of its liberty with reference to the 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 BIA or any other indulgence shown by the BIA or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees and undertakes that the BIA at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the BIA may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this Insurance Surety Bond is restricted to.....(*) and it shall remain in force upto and including ..... (@) and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s .....[Contractor's Name}..... on whose behalf this Insurance Surety Bond has been given.

Dated this ..... day of ..... 20..... at.....

.....

(Signature)

.....

(Name)

.....

(Designation

With Bank Stamp)

Authorized Vide Power of Attorney No.....

1.

....

(Signature)

Date.....

.....

(Name)

.....

(Official Address)

2.

....

(Signature)

Date.....

.....

(Name)

.....

(Official Address)

Notes: 1. (*) This sum shall be three percent (03%) of the Contract Price.

(@) This date will be ninety (90) days beyond the Defect liability period as specified in the Contract.

2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

3. The BIA shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety

Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in

the name of Bidder/Insurer issuing the Insurance Surety Bond.

5. While getting the Insurance Surety Bond issued, the Contractor is required to ensure compliance to the points mentioned in Form of Bank Guarantee/ Insurance Surety Bond Verification Check List. Further, the Contractor is required to fill up this Form and enclose the same with the Insurance Surety Bond

Format 7.4

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 or Companies Act 2013, as 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 vide RfS No. _____for _____(insert title of the RfS), including signing and submission of all documents and providing information/ response to RfS to (Insert name of the BIA) the BIA, representing us in all matters before the BIA, and generally dealing with the BIA in all matters in connection with our bid 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 or Companies Act, 2013, as 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*]

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as 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 each Member of the Bidding Consortium including Lead Member such that total equity is 100%**)

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to participate in consortium with M/s ---------- [*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 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 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***]

Certified True Copy

(Signature, Name and Stamp of Company Secretary)

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 or Companies Act, 2013 as applicable may be suitably modified to refer to the law 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.

Format 7.5

FORMAT FOR CONSORTIUM AGREEMENT

(*To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value*)

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 NTPC Vidyut Vyapar Nigam Limited (the BIA) a Company incorporated under the Companies Act, 2013, 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 _____(insert name of the BIA) desires to purchase Power under RfS for _____ (insert title of the RfS);

WHEREAS, the BIA had invited response to RfS vide its Request for Selection (RfS) dated _____

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 the BIA 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 and to submit the response to the RfS.

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 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 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 the 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 upto COD of the Project.

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising 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 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 New Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.

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 the BIA 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 the BIA.

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 the BIA.

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 the BIA.

16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS and 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----------

Name:

Address:

2) Signature ----------

Name:

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

Format 7.6

FORMAT FOR FINANCIAL REQUIREMENT

(This should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)

Ref. No. _____ Date: _____

From: _____*(Insert name and address of Bidding Company/ Lead Member of Consortium*)
Tel.#:
Fax#:
E-mail address#
To

(Enter address of the BIA**)**

Sub: Response to RfS No. _____dated _____for _____.

Dear Sir/ Madam,

We certify that the Bidding Company/Member in a Bidding Consortium is meeting the financial eligibility requirements as per the provisions of the RfS. Accordingly, the Bidder, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Net Worth/AUM criteria, by demonstrating a Net Worth/AUM of Rs…….. Cr. (.....in words) as on the last date of Financial Year 2025-26

This Net Worth/AUM has been calculated in accordance with instructions provided in Clause 39.1 of the RfS.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Net Worth/AUM by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose net worth is to be considered	Relationship with Bidding Company*	Net Worth/AUM (in Rs. Crore)
Company 1			
Total			

**The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/ chartered accountant 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/AUM Requirement to be met by Member in Proportion to the Equity Commitment: INR ---------- Crore (Equity Commitment (%) * Rs. [ ] Crore)

For the above calculations, we have considered Net Worth/AUM by Member in Bidding Consortium and/ or its Affiliate(s) per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose net worth/AUM is to be considered	Relationship with Bidding Company* (If any)	Net Worth/AUM (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Committed Net Worth/AUM (in Rs. Crore)
Company 1					

Total					

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format*

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Annual Turnover Criteria, by demonstrating an Annual Turnover of INR _____(_____in words) as on the end of Financial Year 2025-26

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Annual Turnover by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company*	Annual Turnover (In Rs. Crore)
Company 1			
Total			

**The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to*

establish the relationship, duly certified by a practicing company secretary/chartered accountant 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 Requirement to be met by Member in Proportion to the Equity Commitment: INR ---------- ---Crore (Equity Commitment (%) * Rs. [ ] Crore)

For the above calculations, we have considered Annual Turnover by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose Annual Turnover is to be considered	Relationship with Bidding Company* (If Any)	Annual Turnover (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Proportionate Annual Turnover (in Rs. Crore)
Company 1					

Total					

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format*

(Signature & Name of the Authorized Signatory) **(Signature and Stamp of CA)**

Membership No.
Regn. No. of the CA's Firm:

Date:

Note: (i) Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Net Worth and Annual Turnover duly certified by the Chartered Accountant.

(ii) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed in complete form along with all the Notes to Accounts.

FORMAT 7.7

UNDERTAKING

(To be submitted on the letterhead of the Bidder)

We, hereby provide this undertaking to NTPC Vidyut Vyapar Nigam Limited, in respect to our response to RfS vide RfS No. _____dated_____, that M/s _____(insert name of the Bidder), or any of its Affiliates is not a willful defaulter to any lender.

Further, we also undertake that as on the bid submission deadline, the Bidder & any of its Affiliate, including any Consortium Member & any of its Affiliate, their directors have not 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.

(Name and Signature of the Authorized Signatory)

Format 7.8

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.#:
Fax#:
E-mail address#

To

(Enter address of the BIA)

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 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 the BIA for a period of 2 years from the date of default as notified by the BIA.

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 17.1 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, the BIA shall take appropriate action as deemed necessary.

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 7.8A

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

(Enter address of the BIA)

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 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 the BIA for a period of 2 years from the date of default as notified by the BIA.

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 17.1 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, the BIA shall take appropriate action as deemed necessary.

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.

Annexure to Format 7.8/7.8A

DECLARATION

RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES:
MoF OM F.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.#: Fax#:
E-mail address#

To

(Enter address of the BIA)

Sub: Response to the RfS No …… dated .....for the tender for ……

Dear Sir/ Madam,

This is with reference to attached order vide 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,
Encl: OM dated 23.02.2023, as referred above
Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Format 7.9

FORMAT FOR TECHNICAL CRITERIA

(This should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium)

(To be Submitted Separately for each Project)

Ref. No. _____ Date: _____

From: _____*(Insert name and address of Bidding Company/ Lead Member of Consortium*)
_____
_____
Tel.#:
Fax#:
E-mail address#

To
(Enter address of the BIA)

Sub: Response to RfS No. _____dated _____for _____.

Dear Sir/ Madam,

We hereby undertake to certify in line with **Clause 23** under the title "Financial Closure" that the following details shall be furnished within **06 (Six) months** from Effective Date of the PPA.

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 Bank Guarantee for an amount equal to of the total VGF amount sanctioned for the Project. Failure or delay on our part in achieving the above conditions shall constitute sufficient grounds for actions as per the provisions of the RfS.

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 7.10

DECLARATION BY THE BIDDER FOR THE PROPOSED TECHNOLOGY TIE-UP

(*To be Submitted Separately for each Project)*

1	**Name of Bidding Company/ Lead Member of Bidding Consortium**	
3	**Contracted Capacity proposed**	……MW/……MWh
4	**Technology Proposed to be adopted for the Project**	(Brief about the technology proposed)

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 7.11

INTEGRITY PACT

Between

NTPC Vidyut Vyapar Nigam Ltd (NVVN) (hereinafter referred to as "The BIA ")

and

. .....(hereinafter referred

to as "The Bidder/Contractor ")

and

… ..... (hereinafter referred to as "JV Partner/ Consortium Members" (if applicable)

Preamble

The BIA invites the bids from all eligible bidders and intends to enter into Contract for with the successful bidder(s), as per organizational systems and procedures. The BIA values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the BIA will appoint Independent External Monitor(s) (IEM), who will monitor the bidding process and the execution of the Contract for compliance with the principles mentioned above.

Section 1 Commitments of the BIA

1. The BIA Commits itself to take all measures necessary to prevent corruption and to observe the following principles in this regard:-

   a) No employee of the BIA, either in person or through family members including relatives, will in connection with the bidding for or the execution of a Contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled to.

   b) The BIA shall, during the bidding process treat all Bidders with equity and reason. The BIA will, in particular, before and during the bidding process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the bidding process or the Contract execution.

   c) The BIA will exclude from the process all known prejudiced persons.

2. If the BIA obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or if there be a substantive suspicion in this regard, the BIA will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 Commitments and Undertakings by the Bidder/Contractor

1. The Bidder/Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the bidding process and during the execution of the contract:

   a) The Bidder/ Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the BIA associated with the bidding process or the execution of the contract or to any third person on their behalf any material or immaterial benefit which he/she is not legally entitled, in order to obtain in exchange any advantage of any kind whatsoever during the bidding process or during the execution of the contract.

   b) The Bidder/ Contractor undertake not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.

   c) The Bidder/Contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Contractor will not use improperly, any information or document provided by the BIA as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically for purposes of competition or personal gain and will not pass the information so acquired on to others.

   d) The Bidder/ Contractor, when presenting his bid, undertakes to disclose any and all payments made, or is committed to or intends to make to agents, brokers or any other intermediaries in connection with the bidding process and / or award of the contract.

   e) The Foreign Bidder/ Contractor, when presenting his bid, undertakes to disclose the name and address of agents and representative in India. Further, Indian Bidder/ Contractor when presenting his bid, undertakes to disclose the name and address of its foreign principals or associates.

2. The Bidder/ Contractor will not instigate and allure third persons/parties to commit offences outlined above or be an accessory to such offences.

Section 3 Disqualification from Bidding Process and Exclusion from Future Contracts

1. If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility as Bidder into question, the BIA shall be entitled to disqualify the Bidder(s)/

Contractor(s) from the bidding process or to terminate the contract, if signed on that ground.

2. If the Bidder/ Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the BIA shall be entitled to exclude including blacklist and put on holiday the Bidder/ Contractor for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the BIA taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a period not exceeding two (02) years.

3. A transgression is considered to have occurred if the BIA after due consideration of the available evidence concludes that no reasonable doubt is possible.

4. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the BIA's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

5. Subject to full satisfaction of the BIA, the exclusion of Bidder/ Contractor could be revoked by the BIA if the Bidder/ Contractor can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Section 4 Compensation for Damages including Forfeiture of Earnest Money Deposit/ Security Deposit/ Performance & Advance Bank Guarantees

1. If the BIA has disqualified the Bidder/ Contractor from the bidding process or has terminated the contract pursuant to Section 3, the BIA shall forfeit the Earnest Money Deposit/Bid Security, encash Contract Performance Bank Guarantees in addition to excluding the bidder from the future award process and terminating the contract.

2. In addition to 1 above, the BIA shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor's Default.

Section 5 Previous Transgressions

1. The Bidder swears on oath that no previous transgression impinging on anti-corruption principles / any malpractice as mentioned in Section-2 has occurred in the last three years immediately before signing of this Integrity Pact, with any other company / any Public Sector Enterprise/ Undertaking in India / any Government Department in India.

2. If the Bidder makes incorrect statement on previous transgression as mentioned above in para 1, Bidder can be disqualified from the bidding process or the contract, if already awarded, can be terminated on this ground

Section 6 Company Code of Conduct

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

Section 7 Independent External Monitors (IEM)

1. The BIA will appoint competent and credible Independent External Monitor for this Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He shall report to CEO of the BIA or a person authorized by him.

3. The Bidder/Contractor accepts that the IEMs have the right to access without restriction to all Project documentations of the BIA including that provided by the Contractor. The Contractor will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The IEMs are under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-Contractors/ JV partners/Consortium member with confidentiality.

4. The BIA will provide to the IEMs 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 BIA and the Contractor. The parties offer to the IEMs the option to participate in such meetings.

5. As soon as the IEMs notices, or believes to notice, a violation of this agreement, he will so inform the Management of the BIA (CEO of the BIA or a person authorized by him) and request to discontinue or to take corrective action, or to take other relevant action. The IEMs can in this regard submit non-binding recommendations. Beyond this, the IEMs has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, Independent External Monitor shall give an opportunity to the bidder/contractor to present its case before making its recommendations to the BIA.

6. The IEMs will submit a written report to CEO of the BIA or a person authorized by him within 30 days from the date of reference or intimation to him by the BIA and, should the occasion arise, submit proposals for correcting problematic situations.

7. The Bidder / Contractor accepts that they shall not approach courts while the matter / complaint / dispute has been referred to the IEM in terms of this pact and they shall await IEM’s decision before approaching any Court.

8. If the IEMs have reported to CEO of the BIA or a person authorized by him a substantiated suspicion of an offence under relevant IPC/ PC Act, and he has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

9. The word " IEM" will include Singular or Plural.

Section 8 Pact Duration

This Pact comes into force from the date of signing by all the parties. It shall expire for the Contractor 12 months after the last payment under the respective Contract, and for all other unsuccessful bidders 6 months after the Contract has been awarded.

Section 9 Miscellaneous Provisions

2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

3. 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.

4. If the Contractor is a JV partnership / Consortium, this agreement must be signed by all the partners of JV / Consortium Partners as the case may be.

The Parties hereby sign this Integrity Pact at ..... on this ..... day of..... 20

BIA	Bidder/ Contractor	Joint Venture Partner(s)/ Consortium member(s) (As Applicable)
Witness	Witness	Witness
1. _____	1.	1.
2. _____	2.	2.

Format 7.12

FORMAT FOR SUBMISSION OF FINANCIAL BID

((INR/KWh) considering Viability Gap Funding (VGF) support by the Government of India @ INR 18 Lakh/MWh or 30% of the capital cost of the Project Awarded whichever is lower)

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

Ref. No. _____ Date: _____

From: _____ *(Insert name and address of Bidding Company/ Lead Member of Consortium*)

_____

_____

Tel.#:
Fax#:
E-mail address#

To
(Enter Address of the BIA)

Sub: Response to RfS No. _____dated _____for _____.

Dear Sir/ Madam,

I/ We, _____(*Insert Name of the Bidder*) enclose herewith the Financial Proposal for selection of my/ firm for _____number of Project(s) for a cumulative capacity of ____MW/___MWh in India as Bidder for the above.

I/We agree that this offer shall remain valid for a period of 12 months from the due date of submission of the response to RfS such further period as may be mutually agreed upon.

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.

Notes:

1. *There can be only one tariff for all the projects applied for. If the Bidder quotes two tariffs or combination thereof for the projects, then the bid shall be considered as non-responsive.*

2. *If the Bidder submits the financial bid not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.*

3. *Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.*

4. *In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.*

5. *The tariff has to be quoted in Indian Rupee per kWh (with two decimal places allowed)*

Format 7.13

PRELIMINARY ESTIMATE OF COST OF THE PROJECT

Project Capacity: .....MW/….MWh
Location: ……..

Bidder may use any format to provide the break-up.

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 7.14

CONFIRMATION OF BGs THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS)/ SWIFT

While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to BIA's Beneficiary Bank whose details are provided herein below:

(i) Bank Name: ICICI Bank Limited

(ii) Branch: CONNAUGHT PLACE BRANCH

(iii) Bank Address: 9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI-110001

(iv) IFSC Code: ICIC0000007

BG issuing/amending bank must send the BG advice in the form of message format via SFMS (Structured Financial Messaging System) as provided by RBI. The format of the message for confirmation of the BG shall be as below:

BG advising message: IFN 760COV/ IFN 767COV via SFMS

Field Number: Particulars (to be mentioned in Row 1)

7037: NVVNBG8910 (unique identifier)

Annexure - A

TECHNICAL AND REGULATORY REQUIREMENTS TO BE FOLLOWED FOR BATTERY ENERGY STORAGE SYSTEMS

1. 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 systems and equipment - Part 1: General
IEC 62477-2	Safety requirements for power electronic converter systems and equipment - Part 2: Power electronic converters from 1 000 V AC or 1 500 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 standards - Emission standard for industrial environments
IEC 62116 Ed. 2	Utility-interconnected photovoltaic inverters - Test procedure of islanding prevention measures
IEC 60068-2-1:2007	Environmental testing - Part 2-1: Tests - Test A: Cold
IEC 60068-2-2:2007	Environmental testing - Part 2-2: Tests - Test B: Dry heat
IEC 60068-2-14:2009	Environmental testing - Part 2-14: Tests - Test N: Change of temperature
IEC 60068-2-30:2005	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.

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 BIA 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 NVVN/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 BIA/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

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) 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 1-3 percent. 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.

h) BESS shall have capability to operate in AGC. The details regarding AGC signals required by not limited to, are given (the conventional power plant signal link) at the link, https://posoco.in/download/detailed-signal-list-for-connecting-generators-under-agc/?wpdml=29546.

BESS shall be able to operate in AGC and be able to comply with the requirements desired by system operators. Some of the BESS signal list for implementation of AGC can be like below (list is indicative only):

i) Maximum MW permissible (dynamic or user entry)
ii) Minimum MW permissible (dynamic or user entry)
iii) Ramp rate up permissible (dynamic or user entry)
iv) Ramp rate down permissible (dynamic or user entry)
v) Actual MW
vi) Actual MVAR
vii) Auxiliary Consumption MW
viii) Scheduled MW (dynamic or user entry)
ix) BESS Temperature (for monitoring and correlation)
x) Ambient Temperature (for monitoring and correlation)
xi) Cycle limits (0-100%) per day (user entry)
xii) Circuit breaker status
xiii) Local/Remote status
xiv) AGC Set Point MW from NLDC to BESS
xv) Voltage (kV) at grid level

xvi) Voltage (V) at BESS LV side

i) 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.

j) 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-B

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 – _____
(06 months from Effective Date of PPA)

Project Company Name _____

Project ID:-_____

LOA No. - _____. Dtd. -_____

Effective Date of PPA - _____

Scheduled Commissioning Date: - _____

1.0 Financial Closure - (Clause 23 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 implementing the Project 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-A 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 BIA.

5.0 The above checklist is to facilitate financial closure of projects. For any interpretation the respective provision of RfS / PPA shall prevail.

ANNEXURE C

SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING AND REVERSE AUCTION

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

GENERAL

The Special Instructions (for e-Tendering) supplement 'Instructions to Bidders', as given in these RfS Documents. Submission of Online Bids is mandatory for this RfS.

e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-Tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, *NTPC VIDYUT VYAPAR NIGAAM LIMITED(NVVN)* has adopted a secured and user friendly e-tender system enabling bidders to Search, View, Download tender document(s) directly from the e-tendering portal of M/s Electronic Tender.com (India) Pvt. Limited ***https://www.bharat-electronictender.com*** through ISN-ETS. This portal is based on the world's most 'secure' and 'user friendly' software from ElectronicTender®. A portal built using ElectronicTender's software is also referred to as ElectronicTender System® (ETS).

Benefits to Suppliers are outlined on the Home-page of the portal.

INSTRUCTIONS

Tender Bidding Methodology:

Sealed Bid System
Single Stage Two Envelope

Auction
The sealed bid system would be followed by an 'e-Reverse Auction'

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Class III Digital Signing Certificate (DSC).
2. Register on ElectronicTender System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to a MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ETS
   a) Query to NVVN(Optional)
   b) View response to queries posted by NVVN
8. Bid-Submission on ETS

9. Post-TOE clarification on ETS (optional)
10. Respond to NVVN Post-TOE queries
11. Participate in e-Reverse Auction if invited

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer ***http://www.cca.gov.in***].

Registration

To use the ElectronicTender® portal ***https://www.bharat-electronictender.com***, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/ portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and payment of Annual Registration Fee, please contact ISN-ETS Helpdesk (as given below), to get your registration accepted/ activated.

<u>Important Note:</u>

1. Interested bidders have to download official copy of the RfS & other documents after login into the e-tendering Portal of ISN-ETS ***https://www.bharat-electronictender.com***. If the official copy of the documents is not downloaded from e-tendering Portal of ISN-ETS within the specified period of downloading of RfS and other documents, bidder will not be able to participate in the tender.
2. To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Centre' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

   Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

ISN-ETS/ **Helpdesk**	
Telephone/ Mobile	*Customer Support: +91-124-4229071, 4229072 (From 1000 HRS to 1800 HRS on all Working Days i.e. Monday to Friday except Government Holidays)*
Email-ID	*support@isn-ets.com [Please mark CC: support@electronictender.com]*

Some Bidding Related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- Submission of Bid-Parts
  - Envelope I (Techno-commercial-Bid)
  - Envelope II (Financial-Bid)
- *Submission of digitally signed copy of Tender Documents/ Addendum*

In addition to the above, the bidders are required to submit certain documents physically offline also as per Clause 28.1 of the RfS, failing which the techno-commercial bids will not be opened.

Note: The Bidder should also upload the scanned copies of all the above mentioned original documents as Bid-Annexures during Online Bid-Submission.

Internet Connectivity

If bidders are unable to access ISN-ETS's e-tender portal or Bid Documents, the bidders may please check whether they are using proxy to connect to internet or their PC is behind any firewall and may contact their system administrator to enable connectivity. Please note that Port SSL/ 443 should be enabled on proxy/firewall for HTTPS connectivity. Dial-up/ Broad and internet connectivity without Proxy settings is another option

SPECIAL NOTE ON SECURITY AND TRANSPARENCY OF BIDS

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically, for Bid Submission, some security related aspects are outlined below:

As part of the Electronic Encrypted® functionality, the contents of both the 'ElectronicForms®' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

CAUTION: All bidders must fill ElectronicForms® for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms® and the corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms® is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the ElectronicForms®, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. **If variation is noted between the information contained in the ElectronicForms® and the 'Main-Bid', the contents of the ElectronicForms® shall prevail.**

In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in words will prevail.

The bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid Submission, and before the commencement of the Online TOE of Technical Bid. The process of submission of this Pass-Phrase in the 'Time Locked Electronic Key Box' is done in a secure manner by first encrypting this Pass-Phrase with the designated keys provided by SECI.

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to NVVNin a sealed envelope before the start date and time of the Tender Opening Event (TOE).

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-Tendering Server/ Portal.

OTHER INSTRUCTIONS

For further instructions, the vendor should visit the home-page of the portal ***https://www.bharat-electronictender.com***, and go to the **User-Guidance Center**

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register/ First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of ETS.

SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically, for Supplier organizations, the following **'SEVEN KEY INSTRUCTIONS for BIDDERS'** must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class III well in advance of your tender submission deadline on ETS.

2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization

3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.

4. For responding to any particular tender, the tender (i.e. its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.

5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc.)

   Note: Bid-submission in ETS can consist of submission of multiple bid-components, which vary depending upon the situation and requirements of the Buyer. Successful receipt of a bid in an e-tendering scenario takes place if all the required bid-components are successfully 'received and validated' in the system (ETS) within the scheduled date and time of closure of bidding. ETS/ Service Provider is not responsible for what happens at an end-user's end, or while a submission made by an end-user is in transit, until the submission is successfully 'received and validated' in ETS.

6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. The bidders are required to submit correct, valid and operative Pass-Phrase to decrypt either Technical Bid Part or Financial Bid Part in a separate sealed envelope before due date and time of submission of bid. In the event, the bids are not opened with the pass-phrase submitted by bidder, NVVN may ask for resubmission/ clarification for correct pass-phrase. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s). If bidder fails to submit correct pass-phrase immediately as requested by NVVN, the Bid Processing Fee and Cost of RfS Document, if applicable, shall be forfeited and bid shall not be opened, and EMD shall be refunded. No request on this account shall be entertained by NVVM.

7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' the status pertaining Overall Bid-Submission is 'COMPLETE'.

For the purpose of record, the bidder can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the status pertaining overall Bid-Submission' is 'COMPLETE'

NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.

ADDITIONAL DOs AND DON'Ts FOR BIDDERS PARTICIPATING IN e-REVERSE AUCTION

1. Get your organization's concerned executives trained for e-Reverse Auction related processes on ETS well in advance of the start of e-Reverse Auction.
2. For responding to any particular e-Reverse Auction, the e-Reverse Auction (i.e. its Reverse Auction Search Code or RASC) has to be assigned to an MA.
3. It is important for each bidder to thoroughly read the 'rules and related criterion' for the e-Reverse Auction as defined by the Buyer organization.
4. It is important to digitally-sign your 'Final bid' after the end of e-Reverse Auction bidding event.
5. During an e-auction, it is recommended that a bidder submits a bid well before the scheduled time of 'Date and Time of Closure of Reverse-Auction'. Submission of a bid near the closing time of an auction may result in failure due to any of the various factors at that instant, such as – slow internet speed at the bidder's end, slow running of computer at bidder's end, nervousness of the bidder in the last few seconds, etc. This could lead to delay in submission of data from the bidder's computer to the server. Even if the delay is of a fraction of second after the scheduled closing time, it will result in failure of bid submission. Further, please note that a bid can be submitted even if the bidding-page has not been refreshed manually, or otherwise depending on the conditions of the e-auction.

   Note: Successful receipt of Bid in an e-auction scenario takes place if the bid is successfully 'received and validated' in the system (ETS) within the scheduled date and time of closure of bidding. ETS/ Service Provider is not responsible for what happens at an end-user's end, or while a submission made by an end-user is in transit, until the submission is successfully 'received and validated' in ETS.

Pre-requisite for participation in bidding process

- Bidder must possess a PC/ Laptop with Windows 7 professional operating system and Internet Explorer 8 or 9 for hassle free bidding. Bidder is essentially required to effect the security settings as defined in the portal.
- The Bidder must have a high-speed internet connectivity (preferably Broadband) with internet explorer to access ISN-ETS's e-Tender Portal for downloading the Tender document and uploading/ submitting the Bids.
- A valid e-mail ID of the Organization/ Firm

Vendors Training Program

- One day online training (10:00 to 17:00) is provided by ISN-ETS. Training is optional. In case, any bidder is interested, he may send a request to support@isn-ets.com.

Vendors are requested to arrange their own Laptop, Digital Certificate and Wireless Connectivity to the Internet

TERMS & CONDITIONS OF REVERSE AUCTION

After opening of Financial bids and short-listing of bidders based on the tariff and total capacity of project of qualified Project(s), NVVN shall resort to "REVERSE AUCTION PROCEDURE". Reverse Auction shall be conducted as per methodology specified in Section-5 and other provisions of Reverse Auction in RfS Documents and their subsequent Addenda/ Amendments/ Clarifications. 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 completer explanations. Further these are supplementary in nature.

1. Bidders shall ensure online submission of their 'Bid Price' within the auction period.
2. Bidders shall ensure to take all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to ISN-ETS.
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 mentioned in the RfS document.
5. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which is enclosed separately 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 NVVN guidelines, shall be initiated by NVVN.
7. The Bidder shall not divulge either his Bids or any other exclusive details of NVVN 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) Although extension time is '8' 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 during reverse auction.
   b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of NVVN, 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 NVVN contact personnel indicated in the RfS document.

e) Order finalization and post order activities such issue of LoA, signing of PPA/PPA etc. would be transacted directly between successful bidder(s) and NVVN.
f) LoA shall be placed outside the ETS e-portal & further processing of the LoA shall 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 Annexure - C of the RfS document.
h) Bidders are advised to visit the auction page and login into the system well in advance to identify/ rectify the problems to avoid last minute hitches.
i) NVVN 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. For access to the Reverse Auction site, the following URL is to be used: ***https://www.bharat-electronictender.com.***
11. No queries shall be entertained while Reverse Auction is in progress.

BUSINESS RULES OF REVERSE AUCTION

Reverse Auction shall be conducted as per methodology specified in Section - 5 and other provisions of Reverse Auction in RfS documents and their subsequent Amendments/ Clarifications/ Addenda. Bidders, in their own interest, are advised to go through the documents in entirety.

The following would be parameters for e-Reverse Auction:

Sl. No.	**Parameter**	**Value**
1.	Date and Time of Reverse-Auction Bidding Event	To be intimated Later to Eligible Bidders
2.	Duration of Reverse-Auction Bidding Event	30 minutes
3.	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	08 Minutes
3.2	Automatic extension Time-Duration	08 Minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension

4.	Entity-Start-Price	Tariff quoted by the bidders in Financial Bid (Second Envelope)

Online Reverse Auction shall be conducted by NVVN 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.

During the Reverse Auction, any requests for extension of time will not be considered by NVVN. 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. NVVN shall not be responsible for such eventualities.

Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, capacity/ no. of projects being auctioned, auction rules etc.

NVVN reserves the right to cancel/ reschedule/ extend the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.

NVVN shall not have any liability to bidders for any interruption or delay in access to the auction website irrespective of the cause. In such cases, the decision of NVVN shall be binding on the bidders.

Other terms and conditions shall be as per bidder's techno-commercial offers and as per the RfS document and other correspondences, if any, till date.

Annexure – D

ILLUSTRATIONS

(Please refer Clause 8 of the RfS)

Illustration

a. **System Availability**

Under a PPA between an off-taker 'X' and BESSD 'Y' for a capacity 'C', the Schedule and Actual Injection into/Drawl from the Grid from the Project, as per the DSM/ UI Reports published by the Regional RPC for a Sample day is shown below:

Date	Block	Injection (into Grid) MUs (Discharging) (Y)	Scheduled MUs (Z)	Time-block Availability, (TA)
01-May-28	1	0	0	NA
01-May-28	2	0	0	NA
01-May-28	3	0	0	NA
01-May-28	4	0	0	NA
01-May-28	5	0	0	NA
01-May-28	6	0	0	NA
01-May-28	7	0	0	NA
01-May-28	8	0	0	NA
01-May-28	9	0	0	NA
01-May-28	10	0	0	NA
01-May-28	11	0	0	NA
01-May-28	12	0	0	NA
01-May-28	13	0	0	NA
01-May-28	14	0	0	NA
01-May-28	15	0	0	NA
01-May-28	16	0	0	NA
01-May-28	17	0	0	NA
01-May-28	18	0	0	NA
01-May-28	19	0	0	NA
01-May-28	20	0	0	NA
01-May-28	21	0	0	NA
01-May-28	22	0	0	NA
01-May-28	23	0	0	NA
01-May-28	24	0	0	NA
01-May-28	25	0	0	NA
01-May-28	26	0	0	NA
01-May-28	27	0	0	NA
01-May-28	28	0	0	NA
01-May-28	29	0	0	NA
01-May-28	30	0	0	NA
01-May-28	31	0	0	NA
01-May-28	32	0	0	NA

01-May-28	33	0	0	NA
01-May-28	34	0	0	NA
01-May-28	35	0	0	NA
01-May-28	36	0	0	NA
01-May-28	37	0	0	NA
01-May-28	38	0	0	NA
01-May-28	39	0	0	NA
01-May-28	40	0	0	NA
01-May-28	41	0	0	NA
01-May-28	42	0	0	NA
01-May-28	43	0	0	NA
01-May-28	44	0	0	NA
01-May-28	45	0	0	NA
01-May-28	46	0	0	NA
01-May-28	47	0	0	NA
01-May-28	48	0	0	NA
01-May-28	49	0	0	NA
01-May-28	50	0	0	NA
01-May-28	51	0	0	NA
01-May-28	52	0	0	NA
01-May-28	53	0	0	NA
01-May-28	54	0	0	NA
01-May-28	55	0	0	NA
01-May-28	56	0	0	NA
01-May-28	57	0	0	NA
01-May-28	58	0	0	NA
01-May-28	59	0	0	NA
01-May-28	60	0	0	NA
01-May-28	61	0	0	NA
01-May-28	62	0	0	NA
01-May-28	63	0	0	NA
01-May-28	64	0	0	NA
01-May-28	65	0	0	NA
01-May-28	66	0	0	NA
01-May-28	67	0	0	NA
01-May-28	68	0	0	NA
01-May-28	69	0	0	NA
01-May-28	70	0	0	NA
01-May-28	71	0	0	NA
01-May-28	72	0	0	NA
01-May-28	73	0.0469	0.0469	1.00
01-May-28	74	0.0465	0.0469	0.99
01-May-28	75	0.0469	0.0469	1.00
01-May-28	76	0.0465	0.0469	0.99
01-May-28	77	0.0455	0.0469	0.97
01-May-28	78	0.0287	0.0469	0.61
01-May-28	79	0.0469	0.0469	1.00

01-May-28	80	0.0469	0.0469	1.00
01-May-28	81	0.0469	0.0469	1.00
01-May-28	82	0.0469	0.0469	1.00
01-May-28	83	0.0469	0.0469	1.00
01-May-28	84	0.0447	0.0469	0.95
01-May-28	85	0	0	NA
01-May-28	86	0	0	NA
01-May-28	87	0	0	NA
01-May-28	88	0	0	NA
01-May-28	89	0.0469	0.0469	1.00
01-May-28	90	0.0469	0.0469	1.00
01-May-28	91	0.0469	0.0469	1.00
01-May-28	92	0.0469	0.0469	1.00
01-May-28	93	0	0	NA
01-May-28	94	0	0	NA
01-May-28	95	0	0	NA
01-May-28	96	0	0	NA
Total		**0.728**	**0.750**	**0.97**

i is the ith Timeblock in the day.

The System Availability for the day is calculated as the mean of **Column TA**, for all time- blocks where **Column Z is not zero**.

From the above table, Day's System Availability = 0.97

Similarly, the System availability shall be calculated for 2976 time-blocks (96*31) in a month (e.g. for May month), excluding time-blocks where Grid is unavailable or in case of Force Majeure.

Assuming the following parameters:

a. Total Contracted Capacity = 750 MWh (for 187.5 MW/ 750 MWh), **C**
b. Quoted Tariff = t, **D**
c. Monthly system availability (as per procedure above) is calculated to be 0.93, **B**
d. n = 31

Liquidated Damages on account of shortage in monthly system Availability, as calculated from formula provided in Clause 8.2:

Liquidated damages = (A – B) x C x 1000 x D x n x 1.5

Assuming t = INR 6.00/ kWh

= (0.95-0.93) x 750 x 1000 x 6.00 x 31 x 1.5

= **41.85 lakh**

Annexure-E

LETTER OF UNDERTAKING

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

We, **……..**, having its registered office at **[Registered Office Address]** (hereinafter referred to as the "BESSD"), do hereby solemnly affirm and undertake as under:

1. That we are participating in the bidding process initiated by NTPC Vidyut Vyapar Nigam Limited (NVVN) for **[Name of the BESS Project / Tender]**, pursuant to Request for Selection (RfS) No. **……** dated **……...**
2. That we are in possession of non-solar Inter-State Transmission System (ISTS) connectivity granted by Central Transmission Utility of India Limited (CTUIL), vide its Final Grant of Connectivity letter bearing Ref. No. [……..…] dated [DD.MM.YYYY], a copy of which has been submitted along with the Bid, wherein the start date of connectivity is specified as [DD.MM.YYYY], i.e. after 29.03.2028.
3. We hereby unconditionally and irrevocably undertake that, in the event we are selected as the Successful Bidder and execute the Power Purchase Agreement (PPA) with NVVN, we shall submit a complete and valid application to CTUIL, along with all requisite documents and details, for preponement of the start date of the aforesaid connectivity to on or before 29.03.2028, within 30 (thirty) days from the date of signing of the PPA with NVVN. We shall also submit documentary evidence of such application to NVVN.
4. We further undertake to diligently pursue the aforesaid application with CTUIL and other concerned authorities and to take all reasonable and necessary steps, including timely submission of information, documents and clarifications as may be required, for obtaining approval of the requested preponement of the start date of connectivity to on or before 29.03.2028.
5. We understand and acknowledge that, in case we are selected as the Successful Bidder and execute the PPA with NVVN, failure on our part to submit the aforesaid complete and valid application to CTUIL within the stipulated period of 30 (thirty) days from the date of signing of the PPA shall result in any consequent delay in achieving the Scheduled Commissioning Date (SCD) or any other project milestones, on account of non-availability of the required connectivity, being treated as a delay attributable to us and within our control. No extension of SCD or any other project milestone on this account shall be admissible under the provisions of the RfS.
6. We further undertake that, in case, after submission of application for preponement of the start date of connectivity to CTUIL the requested preponement of start date of connectivity to **29.03.2028** or before is not granted, we shall be liable to pay Liquidated Damages (LD) to NVVN at the rate of **₹1,000/- (Rupees One Thousand only) per MW per day**, with effect from **30.03.2028 up to the start date of connectivity as per the final connectivity grant letter submitted with the bid or the revised start date of connectivity granted by CTUIL, whichever is earlier**.
7. The Bidder unconditionally undertakes that upon being declared as the successful Bidder and execution of the PPA with NVVN, the aforesaid LD shall be recoverable from any amount payable by NVVN to the BESSD and/or through encashment of the Performance Bank Guarantee, as applicable. The BESSD expressly agrees that such recovery shall be without prejudice to any other rights, remedies or recourse available to NVVN under the RfS, the PPA or applicable law.

8. The Bidder acknowledges that availability of non-solar ISTS connectivity with commencement on or before 29.03.2028 is a fundamental eligibility requirement of the RfS. The Bidder further acknowledges that it is being permitted to participate in the bidding process despite having a later connectivity commencement date solely on the basis of this Undertaking and voluntarily accepts the commercial and contractual consequences, including liability for Liquidated Damages under this Undertaking, arising from non-availability of such connectivity by 29.03.2028, for any reason whatsoever , including any delay , non-approval or other decision of CTUIL relating to the requested preponement of connectivity.

9. Notwithstanding anything mentioned in Clause 6 above, we understand and acknowledge that, subsequent to the date on which connectivity and the associated ISTS infrastructure are made ready and available for use, any further delay in commissioning of the Project on account of delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network, or delay in grant/operationalization of Grid Access, which is attributable to CTU/transmission licensee and beyond our control, shall be dealt with in accordance with Clause 10.0 of the RfS, subject to fulfilment of the conditions stipulated therein. Any extension of SCD on such account shall be subject to the decision of NVVN as the BIA, in accordance with the provisions of the RfS.

10. We acknowledge that the above undertakings and commitments form an integral part of the terms and conditions of the RfS and the PPA to be executed with NVVN. We further undertake to comply with the same and acknowledge that any failure in this regard shall attract the consequences stipulated under the RfS and PPA, as applicable.

11. We further acknowledge and agree that the obligations, commitments and liabilities contained in this Undertaking shall become effective and binding upon us only upon our selection as the Successful Bidder and execution of the Power Purchase Agreement (PPA) with NVVN. Nothing contained in this Undertaking or its submission along with the Bid shall be construed as creating any right, claim or entitlement in our favour to be declared as the Successful Bidder, nor shall it be deemed as acceptance of our Bid by NVVN.

12. We hereby confirm that the undersigned is duly authorized to execute this Undertaking on behalf of the BESSD and to bind the BESSD to the obligations contained herein, and that all necessary approvals and authorizations for such execution have been duly obtained.

We hereby confirm that the above undertaking is true, binding and enforceable upon us and that we shall remain fully responsible for fulfilment of the aforesaid commitments.

For and on behalf of [Name of the BESSD]
Signature: _____
Name: _____
Designation: _____
Date: _____
Place: _____
Company Seal

VERIFICATION
I, **[Name of the Authorized Signatory]**, son/daughter of **[Father's/Mother's Name]**, aged about **……** years, presently working as **[Designation]** of **[Name of the BESSD]**, do hereby verify that the contents of the above undertaking are true and correct to the best of my knowledge and belief and that nothing material has been concealed therefrom.
Verified at **[Place]** on this **[Date]**.
Signature of Authorized Signatory: _____
Name: _____

Designation: _____
(To be duly notarized, wherever required)

PROFORMA OF CERTIFICATE FROM THE CEO/CFO OF THE COMPANY

(To be submitted by Bidder along with the Techno-Commercial envelope)

Ref. : Date:

To
……

Dear Sirs,

1.0 I, Mr..... (CEO of the Company / CFO of the Company)* confirm and undertake that the Financial results of the company for the last financial year to be submitted in respect of the bidder as part of the bid reference no. ..... dated ..... are under audit as on the date of Techno-Commercial Bid Opening for ……. Package for …….. and the certificate from the practicing chartered accountant certifying the financial parameters for the preceding financial year is not available.

Yours faithfully

(Signature)

Date : (Name & Designation).....

Place : (Name of the Company) .....

(Seal of Company) .....

Note : *Strike off whichever is not applicable.

PROFORMA OF CERTIFICATE FROM THE CEO/CFO OF THE AFFILIATE(S)
IN ACCORDANCE WITH CLAUSE 39.3

(To be submitted by Bidder along with the Techno-Commercial envelope)

Ref. : Date :

To
……..

Dear Sirs,

1.0 I, Mr.....(CEO of the Affiliate (s) / CFO of the Affiliate (s))* declare that M/s. ..... (Name of the Affiliate(s)) is the Affiliate of M/s. ..... (Name of the Bidder).

2.0 I confirm and undertake that the Financial results of the Affiliate for the last financial year to be submitted in respect of the bidder as part of the bid reference no..... dated ..... are under audit as on the date of Techno-Commercial Bid Opening for …… Package for.....and the certificate from the practicing chartered accountant certifying the financial parameters for the preceding financial year is not available.

Yours faithfully

(Signature)

Date : (Name & Designation).....

Place : (Name of the Affiliate(s)) .....

(Seal of Affiliate(s)) .....

Note : *Strike off whichever is not applicable.

Annexure F

Illustration A: Example Calculation (Values are based on assumption and taken on daily basis for explanation)												
Total Capacity Offtake (MWh)	**Energy scheduled by NVVN/ Buying Entity (MWh)**	**Energy provided by BESSD (MWh)**	**Discovered Tariff Rs/kWh**	**Payment Obligation by BUYING ENTITY to NVVN/ BESSD**	**Sale to Third Party (MWh)**	**Third Party Sale Rate (Rs/Unit)**	**Expenditure towards sale of energy including NVVN Trading Margin + applicable GST**	**Net Revenue per unit**	**Income due to Third party sale (Rs)**	**Payment back to BUYING ENTITY for adjustment (Rs)**	**Gain in Rs**	**Gain to each party (Rs) BUYING ENTITY and NVVN**
750	750	750	7.5	56,25,000	0							
750	700	700	7.5	56,25,000	50	9.2	0.2	9.0	4,50,000	3,75,000	75,000	37,500
750	700	700	7.5	56,25,000	50	7.2	0.2	7.0	3,50,000	3,50,000	0	0