

**Request for Selection (RfS) for Setting up of 1000 MW/2000 MWh Standalone Battery Energy Systems under Tariff Based Global Competitive Bidding in Rajasthan with Viability Gap Funding Support under “BOO” model.**



Rajasthan Rajya Vidyut Utpadan Nigam Limited (RRVUNL)

**NIT:TN- 04/2025-26**

## **DISCLAIMER**

1. RVUNL has been appointed by Energy Department of Rajasthan as the BESS Implementing Agency for the projects included in this tender and authorized to sign the BESPAs on behalf of RUVITL. RVUNL shall be the Intermediary procurer for using the Energy Storage Facilities and charging/discharging the BESS in line with respective agreements with the BESSD and buying entities. For this tranche, 100% of the awarded capacity shall be off taken by the Buying Entities.
2. 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 Rajasthan Vidyut Utpadan Nigam Limited (RVUNL) 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).
3. RVUNL reserves the right to modify, amend or supplement this document.
4. This RfS document has been prepared in good faith, and on best endeavor basis. Neither RVUNL 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.
5. 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.
6. 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.
7. In case of any discrepancy in the Bidding documents uploaded on the websites of RVUNL, e-bidding portal of Rajasthan (The link for same is <https://www.eproc.rajasthan.gov.in>), the documents uploaded on the <https://www.eproc.rajasthan.gov.in> website will prevail.

Place: Jaipur

Date: \_\_\_\_\_

## **BID INFORMATION SHEET**

The brief details of the RfS are as under:

<b>(A)</b>	<b>NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB</b>	1. Request for Selection (RfS) for Setting up of 1000 MW/2000 MWh Standalone Battery Energy Systems under Tariff Based Global Competitive Bidding in Rajasthan with Viability Gap Funding Support under “BOO” model. 2. The Projects will be set up under “BOO” model.				
<b>(B)</b>	<b>RfS NO.</b>	NIT: TN- 04 /2025-26				
<b>(C)</b>	<b>TYPE OF BIDDING SYSTEM</b>	Single Stage Bidding with Two Envelopes				
<b>(D)</b>	<b>TYPE OF RfS/ TENDER</b>	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">E-TENDER</td> <td style="text-align: center;"><input type="text" value="Yes"/></td> </tr> <tr> <td style="text-align: center;">MANUAL</td> <td style="text-align: center;"><input type="text"/></td> </tr> </table>	E-TENDER	<input type="text" value="Yes"/>	MANUAL	<input type="text"/>
E-TENDER	<input type="text" value="Yes"/>					
MANUAL	<input type="text"/>					
<b>(E)</b>	<b>COMPLETION/ CONTRACT PERIOD</b>	As mentioned in RfS Document				
<b>(F)</b>	<b>TENDER PROCESSING FEE (RISL) (NON-REFUNDABLE)</b>	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;"><input type="text" value="Yes"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input type="text"/></td> </tr> </table> <p>Amount: INR 2,500/- + 18% GST (Indian Rupees Two Thousand Five Hundred Only) including GST shall be submitted through DD in favour of Managing Director, RISL, Jaipur payable at Jaipur.</p>	APPLICABLE	<input type="text" value="Yes"/>	NOT APPLICABLE	<input type="text"/>
APPLICABLE	<input type="text" value="Yes"/>					
NOT APPLICABLE	<input type="text"/>					
<b>(G)</b>	<b>TENDER DOCUMENT FEE</b>	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">APPLICABLE</td> <td style="text-align: center;"><input type="text" value="Yes"/></td> </tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td> <td style="text-align: center;"><input type="text"/></td> </tr> </table> <p><b>Rs. 5 Lakh + 18% GST</b> for total Project capacity quoted by Bidder, shall be submitted through DD/NEFT/RTGS transfer in the account of RVUNL.</p>	APPLICABLE	<input type="text" value="Yes"/>	NOT APPLICABLE	<input type="text"/>
APPLICABLE	<input type="text" value="Yes"/>					
NOT APPLICABLE	<input type="text"/>					

(H)	<b>EARNEST MONEY DEPOSIT (EMD)</b>	APPLICABLE	<input type="text" value="Yes"/>
		NOT APPLICABLE	<input type="text"/>
		Amount: <b>INR 2.10 Lakhs per MWh</b> shall be submitted in the form of Bank Guarantee.	
(I)	<b>PERFORMANCE BANK GUARANTEE</b>	Bidders selected by RVUNL based on this RfS shall submit Performance Bank Guarantee (PBG) for a value <b>INR 5.20 Lakhs per MWh</b> , prior to signing of BESPA as per terms of RfS.	
(J)	<b>DATE, TIME &amp; VENUE OF PRE-BID MEETING</b>	As per date & time mentioned on eProcurement portal of Rajasthan. Bidders shall submit their queries on or before to RVUNL through email.	
(K)	<b>OFFLINE &amp; ONLINE BID-SUBMISSION DEADLINE</b>	Applicable as per NIT on eProcurement portal.	
(L)	<b>TECHNO-COMMERCIAL BID OPENING</b>	As per NIT on eProcurement portal.	
(M)	<b>e-Reverse Auction (e-RA)</b>	Will be informed to eligible Bidders. Date and time of e-RA shall be intimated through email.	
(N)	<b>Name, Designation, Address and other details (For Submission of Response to RfS)</b>	Sanjay Wadhwa, Executive Engineer (NPP) RVUNL, Jaipur Mob-09413349007 Email: bess@rrvun.com	
(O)	<b>Details of persons to be contacted in case of any assistance required</b>	Pawan Kumar Chauhan, Assistant Engineer (NPP) RVUNL, Jaipur Mob-8875515992 Email: bess@rrvun.com	

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 eProcurement portal of Rajasthan /or RVUNL website - [www.energy.rajasthan.gov.in/rrvun](http://www.energy.rajasthan.gov.in/rrvun) 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 website eProcurement portal of Rajasthan /or RVUNL website - [www.energy.rajasthan.gov.in/rrvun](http://www.energy.rajasthan.gov.in/rrvun). No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually.

## SECTION 1. INTRODUCTION & INVITATION FOR BIDS

### 1) Background & Introduction

- a) Rajasthan Rajya Vidyut Utpadan Nigam Limited (RRVUNL) has been entrusted with the job of development of power projects under state sector, in the state along with operation & maintenance of state-owned power stations. Government of Rajasthan constituted the Rajasthan Rajya Vidyut Utpadan Nigam Ltd. (RRVUNL) under Companies Act-1956 on 19th July, 2000. The Nigam is since playing lead role in giving highest priority to the power generation for manifold and rapid development of the state.

The generating Stations of RVUNL have acquired a distinctive reputation in the country for their efficient and economic power generation.

For detailed profile of company and past financial results, Bidders may visit our website: <http://energy.rajasthan.gov.in/rvunl>.

Rajasthan Rajya Vidyut Utpadan Nigam Limited (RVUNL) an undertaking of Govt. of Rajasthan is engaged in power generation under State Sector having following Power projects.

S.No.	Name of Power Plant	Capacity (MW)
i	Kota Super Thermal Power Station (KSTPS), Kota	1240
ii	Suratgarh Super Thermal Power Station (SSTPS), Suratgarh	1500
iii	Suratgarh Supercritical Thermal Power Project (SScTPP), Suratgarh	1320
iv	Chhabra Thermal Power Project (CTPP), Chhabra	1000
v	Chhabra Supercritical Thermal Power Project (CScTPP), Chhabra	1320
vi	Kalisindh Thermal Power Project (KaTPP), Jhalawar	1200
vii	Dholpur Combined Cycle Power Project (DCCPP), Dholpur	330
viii	Ramgarh Gas Thermal Power Project (RGTPP), Jaisalmer	273.50
ix	Giral Lignite Power Limited (GLPL), Barmer	250
x	Mahi Hydel Power Station, Banswara	140

- b) 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.
- c) 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.

- d) 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.
- e) 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 the 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.

f) 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. RVUNL has issued this RfS in the capacity of "BESS Implementing Agency (BIA)" as defined in the aforementioned guidelines.

- g) RVUNL seeks to utilize energy storage systems, on an "On-Demand" basis, suited to the requirements of the state during the peak and off-peak hours. In view of the above, RVUNL hereby invites proposals for setting up of STU-connected Projects of Standalone Battery Energy Storage Systems (BESS), for an aggregate storage capacity of 2000 MWh (1000 MW x 2 hours) with complete 2 cycles charging/discharging operation of BESS. RVUNL (Referred also as "Buying Entity") shall enter into a Battery Energy Storage Purchase Agreement (BESPA) with the Successful Bidders selected based on this RfS, for providing Energy Storage facility to RVUNL as per the terms, conditions, and provisions of the RfS and BESPA.
- h) Battery Energy Storage System Developers (hereinafter referred to as BESSDs) selected by RVUNL based on this RfS, shall set up the BESS on Build Own Operate (BOO) basis in accordance with the provisions of this RfS document and standard BESPA. BESPA & BESSA formats shall be available for download from the (<https://www.eproc.rajasthan.gov.in>)
- i) 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 RVUNL for any liability if Bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff. RVUNL 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.

- j) 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 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.

k) **Viability Gap Funding**

Projects selected under this RfS shall be eligible for grant of Central Financial Assistance in the form of Viability Gap Funding (VGF) through Power System Development Fund (PSDF) scheme issued by Ministry of Power on 09.06.2025. VGF shall be passed on to the BESS Developers as per the terms & condition and modalities detailed in the PSDF Scheme at **Annexure-G** under clause 2.5 (Disbursement Schedule) and 3.8 (Bank Guarantee), detailed as below -

Disbursement schedule – The VGF amount to the eligible projects shall be disbursed in three tranches as detailed below –

Milestone	% VGF disbursed
On financial Closure, subject to submission of bank guarantee	20
On Commercial Operation Date (COD)	50
Completion of 1st year from COD	30
Total	100 %

BESS Developers are required to submit a bank guarantee (BG) of value equal to the VGF to be disbursed, prior its release to developer. This BG shall be liable for encashment to recover the VGF amount in the event of non-fulfillment of scheme conditions specified in the Bidding Documents. The BG for the VGF sanctioned up to COD may be released within one year of COD

## 2) ***Invitation for Bids***

- a) A Single Stage, Two-Envelope competitive Bidding Procedure will be adopted and will proceed as detailed in this document. The respective rights of RVUNL and the Bidder/BESSD shall be governed by the RfS Documents/Agreements signed between RVUNL and the BESSD.
- b) Interested Bidders have to necessarily register themselves on e-procurement portal of Rajasthan ([www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in)) 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 on e-procurement portal of Rajasthan ([www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in)) to complete the registration formalities.

They may obtain further information regarding this RfS from the Office of Superintending Engineer (NPP), RVUNL, 5<sup>th</sup> Floor, Investment Building, 5<sup>th</sup> Floor, DC-03, Lal Kothi Scheme, Jaipur from 10:00 hours to 17:00 hours on all working days.

For proper uploading of the bids on e-procurement portal of Rajasthan, 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 on e-procurement portal of Rajasthan directly, as and when required, for which contact details are also mentioned on the Bid Information Sheet. RVUNL 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.

- c) Bidders should submit their bid proposal complete in all aspect on or before last date and time of Bid Submission as mentioned on e-procurement portal of Rajasthan, website - [www.energy.rajasthan.gov.in/rrvun](http://www.energy.rajasthan.gov.in/rrvun), indicated in the Bid Information Sheet.
- d) Bidder shall submit bid proposal along with non-refundable RfS Document Fees and Bid Processing Fees and Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Bid proposals received without the stipulated RfS Document Fees, 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.
- e) RfS documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from on e-procurement portal of Rajasthan or from website - [www.energy.rajasthan.gov.in/rrvun](http://www.energy.rajasthan.gov.in/rrvun). Any amendment(s)/corrigendum(s)/clarification(s) with respect to this RfS shall be uploaded e-procurement portal of Rajasthan or from website - [www.energy.rajasthan.gov.in/rrvun](http://www.energy.rajasthan.gov.in/rrvun). The Bidder should regularly check for any Amendment(s)/Corrigendum(s)/Clarification(s) on the above-mentioned e-procurement portal of Rajasthan or from website - [www.energy.rajasthan.gov.in/rrvun](http://www.energy.rajasthan.gov.in/rrvun). However, in case of any discrepancy, the information available e-procurement portal of Rajasthan ([www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in)) shall prevail.
- f) RVUNL shall conduct e-Reverse Auction (e-RA) as per provisions of RfS documents.
- g) RVUNL 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.
- h) **Interpretations**
  - 1. Words comprising the singular shall include the plural & vice versa.
  - 2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
  - 3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
  - 4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
  - 5. The table of contents and any headings or 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***

- a) Under this RfS, the BESSD shall be required to set up a Battery Energy Storage System (BESS), with the primary objective of making the energy storage facility available to RVUNL for charging/discharging of the BESS, on an "on demand" basis. Detailed criteria for performance are elaborated in Clause 8 of the RfS.
- b) Setting up of the BESS and interconnection of the BESS with the STU networks as per list available at Annexure-F including the construction of the Bay will be under the scope of the BESSD. The entire cost of construction of infrastructure from the Project up to and including at the Interconnection Point, including but not limited to the transmission line, including the construction of the Bay by RVPNL as deposit work of BESSD, Bus bar extension/augmentation & protection relay augmentation with installation of protection and control panel, maintenance & all cost up to the delivery point shall be borne by 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 BESPA.
- c) Charging and Discharging Schedule of the BESS system will be under the scope of RVUNL/RUVITL. The BESS shall be charged by drawing power from RVPN/DISCOMs and discharged by injecting power into the RVPN/DISCOMs network in accordance with the dispatch instructions issued by SLDC and RUVITSL in consultation with RVUNL.

### **4) *Total capacity offered and Project sizing.***

- a) Selection of BESS Projects for a total capacity of 1000 MW/2000 MWh will be carried out through e-bidding followed by e-Reverse Auction process. The minimum bid size shall be 100 MWh i.e. 50 MW x 2 hours.
- b) 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, BESPA, will solely mean the BESS, set up by the BESSD to make available the Contracted Capacity as agreed to in the BESPA.
- c) 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 BESPA, 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:

- a) The total capacity of 1000 MW/2000 MWh shall be set up at locations, as shown in Appendix F. A Bidder, including its Parent, Affiliate or Ultimate parent or any Group Company shall submit a single bid offering a Project Capacity of either one project or multiple projects out of the total capacity of 250 MW/500 MWh in the prescribed formats.
- b) Land, if available, shall be provided by RVUNL on actual charges. Alternatively, the BESS Developers may also arrange their own land, in such case RVUNL shall extend necessary support for its identification and acquisition. The BESSD shall submit Land Lease/Sub-lease/Purchase agreement for a period not less than the complete term of the BESPA, with the financial closer.

**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.

- c) 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 250 MW/500 MWh. The evaluation of bids shall be carried out as described in Section-5 of RfS. The methodology for Allocation of Projects is elaborated in Section-5 of RfS.
- d) The L1 Bidder, as discovered after the e-Reverse Auction, shall have the first right followed by the other Bidders based on ranking, to select a location for its allocated project, from the locations offered in the RfS.
- e) Subject to the exception as per Clause 5) of Section 2 above, multiple bids from same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid
- f) 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**

- a) The total capacity of 1000 MW/2000 MWh shall be set up at any location in Rajasthan, connected with State Transmission Utility as shown in Annexure-F. The locations mentioned in Annexure-F RfS are subject to change. RVUNL may also add/delete/change the locations/capacities and issue the final list before bid submission start date. A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a Project Capacity of either one project or multiple projects out of total capacity of 1000 MW / 2000 MWh in the prescribed formats.
- b) The GA layouts and single line diagrams of Grid Substations are enclosed as part of Annexure-F.
- c) BESSD shall make necessary arrangements for approach roads, balance of plant, etc. without hindering the activities of the Grid Substations.
- d) As Battery Energy Storage Solutions are prone to fire hazard, the BESSD shall provide suitable means such as fire barriers between switchyard/GSS and BESS to ensure adequate safety.

## **7) Connectivity with the Grid**

- a) The Project should be designed for interconnection with the STU network in accordance with the prevailing RERC 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). BESSD shall also comply with the requirements mentioned in the First Time Charging (FTC) and synchronization regulations/rules issued by the Government, as amended from time to time.
- b) The responsibility of getting the STU network connectivity shall entirely be of the BESSD and shall be at the cost of the BESSD. Such availability of transmission system being dynamic in nature, the Bidder has to ensure actual availability of power injection/evacuation capacity at STU/RVPN

transmission system. 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.

- c) The entire cost of construction of infrastructure from the Project up to and including at the Interconnection Point, including but not limited to the transmission line, including the construction of the Bay by RVPNL as deposit work of BESSD, Bus bar extension/augmentation & protection relay augmentation with installation of protection and control panel, 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/Scheduling charges, connectivity and other charges shall be payable by BESSD. For transmission of power during charging / discharging of BESS, transmission charges, and losses applicable as per the relevant regulations, beyond the delivery point will be borne by RVUNL/RUVITL. All expenses including wheeling charges and losses in relation to transmission and distribution beyond the Metering Point shall be borne by RVUNL/RUVITL. Applicability of the charges and losses on charging and discharging of power shall be governed as per the regulations from time to time. Arrangements shall be put in place prior to commissioning of project as regards the methodology for billing these expenses directly to RVUNL
- d) The BESSD shall be required to follow the Connectivity Procedure as per the applicable Regulations issued by RERC/CERC/CEA as amended from time to time.
- e) Metering arrangement of each project shall adhere to relevant clauses of BESP.A.
- f) In case two or more Bidders are selected for development of project at any project location, RVUNL may stipulate scheme with common evacuation infrastructure (Pooling of Projects) with main meter at delivery point and project wise meter at output level of each project. The losses up to the delivery point will have to be shared by the developers in the ratio of energy recorded at project level meters.
- g) RVUNL shall stipulate necessary safeguards mandating that no project shall charge their BESS systems while other project(s) sharing common evacuation infrastructure are discharging their BESS systems.
- h) In case of sharing of infrastructure, if the failure of one BESSD results in any interruption in charging/discharging, such interruption shall not be attributed to the BESSD. The non-availability during the time to restore the interruption shall be accounted only for BESSD responsible for interruption.
- i) The BESSD shall comply with RERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable. The scheduling of power to/from the Project as per the applicable regulation shall be decided by RVUNL/RUVITSL. However, any DSM penalties due to violation of the schedule of charging or discharging of the BESS shall be to the account of the BESSD. DSM penalties, if any, shall be levied separately on the respective entities as applicable, at their respective ends for the charging and discharging activities. Any consequential liability on RVUNL in respect of charging/ discharging power purchase/ sale due to Deviation (DSM) at BESSD end shall be to the account of BESSD.
- j) 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 SLDC concerned for

the corridor of power flow, as per the Regulations in force, under intimation to RVUNL. RVUNL may facilitate in identification of any discrepancy and assist the BESSD for its early rectification without any liability on RVUNL. The BESSD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices.

- k) DSM penalties, if any, shall be levied separately on the BESSD as applicable, at their end for charging and discharging activities
- l) Reactive power charges shall be on account of the power source/BESSD as applicable, at their respective ends during charging and discharging, as per RERC regulations.
- m) The BESSD shall be required to follow the applicable procedure for grant of connectivity as issued by RERC/CERC/CEA as amended from time to time. The BESSDs will be required to apply for connectivity at the identified locations within 30 days of Effective Date of BESPAs and shall furnish copies of the application as well as granted connectivity, to RVUNL at the earliest. In case the BESSD fails to obtain connectivity at its identified location, the same shall be immediately notified by the BESSD to RVUNL. At least 30 days prior to the proposed commissioning date, the BESSD shall be required to submit the Connection Agreement signed with the STU.

**8) *Performance Criteria of the Project (BESS ratings and model illustrations assume a tendered capacity of 1000 MW/2000 MWh.)***

**a) Project performance parameters**

1. The Contracted Capacity of the Project shall be in terms of "MW", which shall also be referred to as the Project Capacity. RVUNL's obligation shall be for off-take of entire Contracted Capacity and energy at Delivery point.
2. For example, for a Project Capacity of 100 MW/200 MWh, Contracted Capacity shall be 100 MW/200 MWh under the BESPAs. Accordingly, for a Contracted Capacity of 100 MW, the BESPAs shall entitle the off taker to schedule discharge up to 200 MWh of energy from the BESS in each cycle, subject to the following:

- i. RVUNL will schedule charging of the BESS with equal amount of energy plus energy expected to be lost as conversion losses (determined from the guaranteed Round-Trip Efficiency (RtE) of the system).

Illustration: For a Contracted Capacity of 100 MW/200 MWh, assuming an RtE of 85%, RVUNL shall supply charging power to the tune of 235.29 MWh, to expect a discharge of 200 MWh as per the desired schedule.

- ii. Energy scheduled for discharge in a given cycle during a year shall be more than or equal to the Min. Dispatchable Energy Capacity at the End of Year as specified in Clause 8.a.5.iii below.

For example, during the 3<sup>rd</sup> Year after COD, the energy scheduled for discharge from 100 MW/200 MWh capacity shall be more than or equal to  $100 \times 0.94 \times 2 = 188$  MWh.

- iii. Contracted capacity shall be the project capacity at delivery point. RVUNL shall provide the charging energy factoring the RtE, as per specified RtE in RfS.
3. The total Project Capacity shall be for supply to and offtake by RVUNL and there will be no merchant capacity. The BESS shall adhere to the specifications and performance requirements laid out in

Annexure-A of the RfS in this regard.

4. Power rating of a 2000 MWh (1000 MW x 2 hours) BESS will be 1000 MW, i.e., the maximum value of the active output and input power at the Delivery Point. The Energy rating of the 2000 MWh 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. Terms and definitions of terminologies related to BESS shall be as defined in IEC 62933-2-1.
5. The BESSD shall make the BESS available for 2 operational cycles per day, i.e. 2 complete charge-discharge cycles per day. Following provisions shall be applicable on the entire Project Capacity guaranteed to be off taken by RVUNL:

The procurement shall be in power (MW) terms. The BESSD shall install, operate and maintain the BESS to offer facility to RVUNL to charge and to discharge the BESS on an "on demand" basis. The BESSD shall guarantee a minimum system availability of 95% on monthly basis. The BESSD shall pay the liquidated damages for such shortfall, if any to RVUNL. Amount of such liquidated damages shall be twice the Capacity Charges for the capacity not made available.

- i. "Availability" of the Project shall mean the ability of the BESS to execute a function i.e. charging or discharging, when called upon to do so, as per the schedule or signal provided by the off-taker, subject to the minimum system ratings specified herein. In addition, the BESSD shall also demonstrate, on annual basis, 100% of the minimum dispatchable capacity of the BESS as required under Clause 8.a.5.iii below.

For a given BESPA, the Monthly availability guarantee shall commence from the date of commissioning of the system and shall be calculated as below:

Monthly System Availability = Mean of the System availabilities of all time-blocks during the month in which the off-taker has scheduled power for charging/discharging the BESS.

Where,

System Availability in a time-block =

$$\frac{\text{Actual Injection/Drawl } MU_i(A)}{\text{Scheduled Injection/Drawl } MU_i(B)}$$

where

- (a) i refers to the  $i^{\text{th}}$  time-block in the year where Scheduled Injection/Drawl  $MU_i \neq 0$ .
  - (b) Actual Injection/Drawl  $MU_i$  is the Actual Scheduled for Charging/Discharging in the  $i^{\text{th}}$  time-block, in MUs
  - (c) Scheduled Injection/Drawl  $MU_i$  is the Energy Scheduled for Charging/Discharging in the  $i^{\text{th}}$  time-block, in MUs
  - (d) A and B shall be as per the DSM/UI Reports published by the SLDCs 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).

- ii. The BESSD shall guarantee a minimum AC to AC roundtrip efficiency (RtE) of 85% for the

system on monthly basis. The BESSD shall be liable for Liquidated Damages to the off-taker, if any, on account of excess conversion losses, based on the following conditions:

- (a) For  $RtE < 70\%$ , there shall be a liquidated damage @ APPC tariff of previous financial year of the Discoms of excess conversion losses considering system  $RtE = 85\%$  and tariff payment for the corresponding month shall not be made to the BESSD;
- (b) For  $70\% \leq RtE < 85\%$ , there shall be a liquidated damage levied @ APPC tariff of previous financial year of the Discoms of excess conversion losses considering system  $RtE = 85\%$ ;
- (c) For  $RtE > 85\%$ , there shall be incentive @Rs. 0.50 per unit of excess discharge of energy considering system  $RtE = 85\%$

#### System Roundtrip Efficiency =

$$\frac{\text{Sum Total of Actual Injection/Discharging } MU_{sj} \text{ in a month } (C)}{\text{Sum Total of Actual Drawal/Charging } MU_{sj} \text{ in a month } (D)}$$

Where,

j refers to the  $j^{\text{th}}$  month in a year;

$D \neq 0$ ;

$D \leq 2 \times E_{\text{bess}} \times (MD_{n-1} - (MD_{n-1} - MD_n) \times j/12) / RtE_g$ ;

$E_{\text{bess}}$  refers to Energy Rating specified in Clause 8.a.4 above.

$MD_{n-1}$  refers to minimum guaranteed dispatchable energy at the end of the previous year (as a % of Capacity at the COD specified in Clause 8.a.5.iii. below);

$MD_n$  refers to minimum guaranteed dispatchable energy at the end of the current year;

$RtE_g$  refers to the guaranteed Round-Trip Efficiency under the BESPA;

C and D shall be as per the DSM/UI Reports published by the Regional RPCs/SLDCs or measurement at the Main ABT Meter at the Point of Interconnection.

#### **Note:**

- The Scheduled capacity shall be subject to the System Power Rating specified in Clause 8.a above.
- The BESSD shall take separate, metered connection for the Auxiliary Power load of BESS

or

The BESSD can draw auxiliary power from Interconnection point. Separate meter would be arranged by BESSD to measure auxiliary consumption which will be billed by the relevant DISCOM. 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 at the end of a given year shall be as follows:

Year	Min. Dispatchable Capacity at the end of Year (as a % of Capacity at the Beginning of Life/Final COD)
1	98%
2	96%
3	94%
4	92%
5	90%
6	88%
7	86%
8	84%
9	82%
10	80%
11	78%
12	76%
13	74%
14	72%
15	70%

- iv. The nameplate ratings shall be achievable during discharge for the full range of environmental conditions at the project site when the battery is fully charged. In any case, the BESS shall be capable of being discharged at reduced power levels from that specified above. However, the energy discharged from the battery shall not require to be greater than the nameplate watt-hour rating specified herein. For example, during the end of the 3rd Year after COD, the energy scheduled for discharge from 200 MW capacity shall be more than or equal to  $200 \times 0.94 \times 2 = 376$  MWh.
- v. SLDC in consultation with RUVITSL and RVUNL shall, in accordance with Applicable Laws and Regulations thereunder, issue instructions to the BESSD for dispatch of electricity to the Grid during such period and in such volume as it may specify in its instructions. The BESSD shall clearly specify the maximum recovery times required to restore the BESS for functional availability between duty cycles. The maximum allowed cooling time between Charge to Discharge or Discharge to charge would be 1 hr. However, for one cycle recovery time shall not be more than 2 hours.
- vi. Operational Window: Operational Window shall mean the expected hours/duration of system (capacity) availability on each day during the term of the Contract, excluding:
  - a. Maximum BESS recovery time as specified in this document
  - b. Grid Outages (duly certified to this effect by the Grid Operator)
  - 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.
- vii. BESSD will have to comply with the Charging and Discharging Schedule as intimated by



RUVITL, in consultation with RVUNL.

- viii. In addition to above, the BESSD shall also submit Available energy Test Report for the Project Capacity as per IEC 62933-2-1 on Annual basis.
  - ix. It shall be the responsibility of the BESSD to make periodic replacements/replenishments of system capacities at its own cost to ensure annual guaranteed system ratings, if and when required, up to the Term of the Contract. Outage time as a result of replacement will also be counted as an "Accountable BESS Outage" for the purpose of computing BESS Availability.
6. Pursuant to the provisions as above, the BESSD shall plan the dispatch of electricity and convey its availability for scheduling thereof by to the 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 Standards for connectivity, metering, communication with the grid operators, etc and CERC/SERC Regulations.

**b) Shortfall in meeting Performance Criteria**

Following provisions shall be applicable on the Contracted Capacity to be off-taken by RVUNL:

- 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 BESPA to RVUNL.

Liquidated damages on account of shortfall in meeting the minimum system Availability criteria as per Clause 8.a.5, will be computed as follows:

Liquidated damages in Rs.=  $(A - B) \times C \times D \times 2$

where,

A is Guaranteed Monthly Availability as per Clause 8.a.5 above;

B is Actual Monthly System Availability, as calculated as per Clause 8.a.5.i above;

C is BESS Power Capacity;

D is Capacity Charges Rs/MW/month as discovered through bidding process;

In case the BESSD fails to meet the monthly RtE demonstration as per Clause 8.a.5.ii above, additional Liquidated Damages for the unavailability of the required minimum RtE shall be applicable for the entire month.

It is clarified that the calculation of Availability as per Clause 8.a.5.i of the RfS will not include the planned outage as declared by the BESSD under Clause 8.a.5.vi of the RfS. However, in case the BESSD notifies any outage outside the planned outage hours, while RVUNL 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.a.5.i.

For example, in case the BESSD notifies outage for 10 hours outside the total allocated quota of planned outage amounting to  $(34 \times 6)$  hours, i.e. 204 hours, the denominator of the formula in Clause 8.a.5.i 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 BESPA with RVUNL, affecting the availability of the system.

- ii. Shortfall in demonstrating minimum Round-trip-Efficiency: The provisions as per Clause



8.a.5.ii of the RfS shall be applicable in this case.

## 9) **Commissioning of Projects**

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

### a) **Part Commissioning**

Part commissioning of the Project, without imposition of any liquidated damages in terms of the BESPAs, shall be accepted by RVUNL 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 BESPAs will remain in force for a period as per Clause 22.4 of the RfS.

### b) **Commissioning Schedule and Penalty for Delay in Commissioning**

1. The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on 18 months from the Effective Date of BESPAs (for e.g. if Effective Date of the BESPAs is 05.07.2024, then SCD shall be 05.01.2026).
2. The maximum time period allowed for commissioning of the full Project/Contracted Capacity with applicable penalty, shall be limited to the date as on 6 months from the SCD or the extended SCD (if applicable).
3. In case of delay in commissioning of the Project beyond the SCD until the date as per Clause 9.b.2 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 150 MW capacity, if commissioning of 100 MW capacity is delayed by 18 days beyond the SCD, then the penalty shall be calculated as: PBG amount X (100/150) X (18/180). For the purpose of calculations of penalty, 'month' shall be considered consisting of 30 days.
4. 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 RVUNL. The BESSD shall intimate to RVUNL, its chosen alternative out of the two options, within 10 business days of intimation of the penalty amount to the BESSD, as calculated by RVUNL. In case no response is received from the BESSD until the lapse of the above deadline, RVUNL shall encash the PBG/POI for the amount as per the penalty.
5. In case the Developer chooses to make necessary payments in lieu of the penalty, the said payment shall be credited to RVUNL 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 RVUNL on the next business day.
6. In case Commissioning of the Project is delayed beyond the date as per Clause 9.b.2 above, following shall be applicable:
  - i. The BESPAs capacity shall stand reduced/amended to the Project Capacity commissioned until

the deadline as per Clause 9.b.2 above

- ii. The entire PBG/POI will be encashed by RVUNL, and the BESPA for the Project shall stand terminated for the balance un-commissioned capacity.
7. 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 BESPA. Any reduction in the Project Capacity on account of Clause 9.b.6. above, will have no bearing on the obligation of the BESSD to provide the Contracted Capacity as per the BESPA.
8. It is to be noted that delay in commissioning / operationalization of the ESS charging source, solely on account of the BESSD, 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 STU 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 STU substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the STU 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.d above,
- ii. The BESSD has adhered to the applicable Regulations/Procedures in this regard as notified by the SERC/STU, and
- iii. The delay in grant of connectivity by the STU and/or delay in readiness of the STU substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the STU network, is a factor attributable to the STU/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 STU.

In case of delay in commissioning of Project due to reasons beyond the reasonable control of the BESSD, the RVUNL 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 RVUNL may purchase the capacity from such early commissioned Project at the BESPA charges (for the Contracted Capacity), only in case RVUNL agrees to purchase the capacity at an earlier date, and at the BESPA tariff plus RVUNL's facilitation charges in the form of trading margin @ INR Seven paise per kWh.

If the project is commissioned before Scheduled Commissioning date, RVUNL will purchase the capacity at the BESPA tariff plus RVUNL's facilitation charges in the form of trading margin. However, the Contract Period of BESPA shall be considered from Scheduled Commissioning date.

The developer shall give fifteen (15) days advance notice to the RVUNL regarding the advance commissioning of full or part capacity. RVUNL shall give acceptance for availing such capacity within 15 days from the date of service of notice. In case, RVUNL do not give their acceptance to purchase capacity within the stipulated period, the developer can sell the capacity to the extent not accepted by RVUNL in the power exchanges or through bilateral arrangements. In case BESSD sells storage capacity to third party, then RVUNL shall not be responsible for providing charging power.

It is also provided that in case the Procurer(s) give their acceptance to purchase capacity, the Procurer(s) will be accorded priority in availing such capacity.

If the BESS capacity is not off taken by RVUNL 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.a.5.iii of the RfS. Subject to the provisions of the BESPA, in case of early commissioning, if BESSD sells any capacity to a third party, the BESSD will have to again demonstrate 100% of Contracted Capacity (as per the Commissioning Procedure) to RVUNL from the date of commencement of off-take of capacity by RVUNL.

### **SECTION 3. STANDARD CONDITIONS OF CONTRACT**

#### **12) *Obtaining RfS Documents***

Bidders who are interested in bidding can download tender document from <https://eproc.rajasthan.gov.in> or [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in) or **RVUNL's website** free of cost.

#### **13) *Cost of Documents & Bid Processing Fees***

Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RfS document along with a non-refundable 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 as below:

- i) RISL Processing fee of Rs. 2500/-+GST@18% (Rs. Two Thousand Five Hundred plus GST@18%) in favor of Managing Director, RISL, Jaipur payable at Jaipur
- ii) Prospective Bidders shall submit a non-refundable RfS fees of Rs 5.0 lakhs plus GST@18% through DD in favour of Rajasthan Rajya Vidyut Utpadan Nigam, payable at Jaipur or through RTGS/NEFT/Unified Payment Interface (UPI)(BHIM-UPI) ID/Unified Payment Interface A Quick Response Code(UPI QR code)the details of which are as under:

*SBI, A/C No. 61003055384, Bank Name State Bank of India Jaipur Collectorate Branch  
IFSC Code: SBIN0031026,*

*UPI ID: 61003055384@sbi with Merchant Name: RAJSTHAN RAJYA VIDYUT UTPADAN*

Bids submitted without cost of the RfS document and/or 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 RVUNL.

#### **14) *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 and/or dedicated transmission network upto the Delivery Point (along with connectivity), including those required from State Government and local bodies, shall be in the scope of the BESSD. The Projects to be selected under this scheme provide for deployment of Battery Energy Storage Technology. However, the selection of Projects would be technology agnostic within the above segment.

#### **15) *Connectivity with the Grid***

Please refer Clause 7 of the RfS.

#### **16) *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. Not Used.
- e. Any other clearances as may be legally required, in order to establish and operate the Project.
- f. Necessary approval(s) of RRECL/CEIG.

The above clearances, as applicable for the Project, will be required to be submitted to RVUNL prior to commissioning of the Project, if sought by RVUNL. In case of any of the clearances as indicated above being not applicable for the said Project, the BESSD shall submit an undertaking in this regard, and it shall be deemed that the BESSD has obtained/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 being located. It shall be the responsibility of the BESSD to remain updated about the applicable charges payable to the SNA under the applicable State 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 BESPA, 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.

- a) 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:
1. 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).
  2. 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.
  3. "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.
  4. "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.
  5. "Beneficial owner" for the purposes of Clause 16.a.4.iv, above will be as defined in the referred OM, including subsequent amendments and clarifications thereto.
  6. In support of the above, the Bidder shall be required to submit necessary Undertaking, as per

Format 7.8/7.8A of the RfS.

7. 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.

**17) Bank Guarantee/ Payment on Order Instrument (POI) against Earnest Money Deposit (EMD)/ Insurance Surety Bond against Earnest Money Deposit (EMD)**

- a) Earnest Money Deposit (EMD) of **INR 2.1 Lakhs / MWh** (Rupees Two Lakhs and Ten Thousand per MWh) 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 on behalf of the Bidding Company/ Lead Member of Bidding Consortium and in favor of CE (NPP), RVUN, Jaipur. In the event of encashment of EMD, the encashed amount shall include all applicable taxes.
- b) 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.

- c) RVUNL 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 RVUNL in terms of the guarantee as in the case of appropriation of the cash deposit lying with RVUNL.

**d) Forfeiture of EMD:**

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

1. If the Bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;
2. In case, RVUNL offers to execute the BESPA 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 BESPA within the stipulated time period;
3. 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;
4. If the Bidder fails to furnish required PBG/POI in accordance with Clause 18 of the RfS.
5. when the bidder fails to commence the supply of the goods or service or execute work as per supply / work order within the time specified.

6. if the bidder breaches any provision of code of integrity prescribed for bidders specified in the RTPP Act and Chapter VI of rules.

- e) **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 RVUNL within the provisions of RfS/BESPA. This instrument would have to be furnished as per Format 7.3 D of the RfS, within the timelines as per Clause 18.a above, for the amount and validity period as per those Clause 18.a 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".

- f) **Insurance Surety Bond against Earnest Money Deposit (EMD):** As an alternative to submission of EMD as above, the bidder also has an option to submit Insurance Surety Bond from an Insurer as per the guidelines issued by the Insurance Regulatory and Development Authority of India (IRDAI). The Surety Bond issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by RVUNL within the provisions of RfS/PPA. This instrument would be furnished as per Format 7.3E of the RfS, within the timelines as per Clause 18 (a) above, for the amount and validity period as per Clause 18 (a) above.

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

#### **18) Performance Bank Guarantee (PBG)/ Payment on Order Instrument (POI)/ Insurance Surety Bond (ISB).**

- a) Bidders selected by RVUNL based on this RfS shall submit Performance Bank Guarantee (PBG) for a value of INR 5.2 Lakhs/MWh (INR Five Lakhs and Twenty Thousand per MWh), to RVUNL, prior to signing of BESPA. 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. Upon receipt and after acceptance of PBG and signing of BESPA, the BG submitted towards EMD shall be returned by RVUNL to the Successful Bidder.

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

**Note:** The PBGs are required to be submitted on behalf of the entity signing the BESPA in favour of CE (NPP), RVUNL, Jaipur. In case of BESPA 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 BESPA.

- c) 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 on



behalf of the SPV in favour of CE (NPP), RVUNL, Jaipur, except for the case as indicated in Clause 39.3 of the RfS.

- d) 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 BESPA shall not be signed.
- e) RVUNL 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 RVUNL in terms of the guarantee as in the case of appropriation of the cash deposit lying with RVUNL.
- f) The selected Bidder for the Project selected based on this RfS is required to sign BESPA with RVUNL within the timeline as stipulated in Clause 22 of the RfS. In case, RVUNL offers to execute the BESPA 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 BESPA within the stipulated time period, then the Bank Guarantee equivalent to the amount of the EMD shall be encashed by RVUNL from the Bank Guarantee available with RVUNL (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.
- g) 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.
- h) 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 RVUNL).
- i) 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.
- j) The bid security of unsuccessful and successful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement i.e BESPA and submitting performance security. 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.
- k) **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 RVUNL within the provisions of RfS/BESPA. This instrument would have to be furnished as per Format 7.3 C of the RfS, within the timelines as per Clause 18 (a) above, for the amount and validity period as per those Clause 18 (a ) above. In case the BESSD chooses to submit POI, delay in submission of the POI beyond the timeline stipulated at Clause 18 (a) above, will be applicable in this case too.

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



- I) **Insurance Surety Bond (ISB):** As another alternative to submission of PBG as above, the BESSD also has an option to submit Insurance Surety Bond from an Insurer as per the guidelines issued by the Insurance Regulatory and Development Authority of India (IRDAI). The Surety Bond issuing organization undertakes to pay in all scenarios under which the PBG would be liable to be encashed by RVUNL within the provisions of RfS/BESPA. This instrument would be furnished as per Format 7.3F of the RfS, within the timelines as per Clause 18 (a) above, for the amount and validity period as per Clause 18 (a) above. In case the BESSD chooses to submit Surety Bond, delay in submission of the Surety Bond beyond the timeline stipulated at Clause 18 (a) above, will be applicable in this case too.

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

**19) Payment Security Deposit (PSD).**

Prior to declaration of Commissioning of first part capacity of the project, the BESSD shall furnish a payment security deposit at Rs 5 Lakhs/MWh (Rs Five Lakhs per MWh) to RVUNL through DD/NEFT/RTGS. However, the PSD shall be required to be submitted for the energy storage corresponding to the contracted capacity only. Thus, for a 100 MW/200 MWh project the payable PSD amount shall be Rs 5 Lakhs/MWhx200 MWh or Rs 10.0 Crores. This non-refundable fund shall form part of the Payment Security Fund maintained by RVUNL for the projects. Modalities of operationalization of the PSD will be notified by RVUNL at appropriate stage through necessary guidelines/orders. The above amount shall be credited to RVUNL pro-rata to the part capacity being commissioned at that stage.

**20) 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 Employer.

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 Employer and enclosed with the Bidding Documents. Where the Joint Venture(s) / Consortium are permitted to participate in the bid pursuant to ITB, acceptance of above GTE by Bidder shall mean that all the JV Partner(s)/ 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 Employer 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 Employer'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.**

## 21 (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.

The Independent External Monitors (IEMs) has the right to access without restriction to all Project documentations of the Employer 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.

## 22 *Battery Energy Storage Purchase Agreement (BESPA)*

- 22.1 Authorized by the Rajasthan Energy Department and RUVITL as the BIA, RVUNL *shall* enter into Battery Energy Storage Purchase Agreement (BESPA) with Bidders selected based on this RfS. A copy of standard BESPA to be executed between RVUNL and the BESSD is available on <http://eproc.rajasthan.gov.in> or RVUNL's website free of cost. The BESPA will be signed within **30** days of issuance of LoAs, if not extended by RVUNL. BESPA will be executed between RVUNL and selected Bidder or its SPV separately for each Project.

RVUNL, shall approach the Appropriate Commission for adoption of tariffs (including capacity charges, if applicable) discovered and quantum of capacity / electricity to be procured, within 30 days of issuance of Letter(s) of Award to the successful bidder(s). In case the tariff (including capacity charges, if applicable) adoption procedure requires signed BESPA to be submitted along with, the above timeline may be extended suitably.

- 22.2 **Note:** BESPA will be executed between RVUNL 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 BESPA. The final project configuration, adding up to the cumulative capacity awarded to the Bidder, may be intimated to RVUNL at the time of signing of BESPA, which shall then remain unchanged subsequent to signing of BESPA. 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 connectivity/power evacuation to be taken by RVUNL for charging power, any additional charges/ penalties payable by RVUNL in this regard shall be borne by the BESSD, unless the change is on account of a Force Majeure event.
- 22.4 The BESPA 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. BESPA shall be extended for the unutilized cycles of the battery at 50% of BESPA tariff for a period further upto 5 years or mutually period agreed between BESSD and RVUNL prior to the Expiry of the BESPA.
- 22.5 Definition of Expiry of RfS: Shall mean the date occurring as on fifteen (15) years from the Scheduled Commissioning Date (SCD) or the date of full commissioning of the Project, whichever is later, subject to the condition that the storage capacity shall be made available to RVUNL for a period up to 15 years from the from the Scheduled Commissioning Date (SCD) or the date of full commissioning of the Project, whichever is later, unless extended by the Parties as per this

Agreement. BESPAs shall be extended for the remaining/unutilized cycles of the battery for a period further upto 5 years or mutually period at a reduced BESPAs tariff in line with clause 22.4 between BESSD and RVUNL prior to the Expiry of the BESPAs.

- 22.6 The Performance Bank Guarantee as per Clause 18 above, shall be submitted by the BESSD prior to signing of BESPAs. Before signing of BESPAs between RVUNL and the BESSDs, RVUNL will verify the shareholding of the Project Company along with a copy of complete documentary evidence. If at this stage it is found that the documents furnished by the BESSDs are false / misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.
- 22.7 Successful Bidders will have to submit the required documents to RVUNL within 20 days from the issue of LoA. In case of delay in submission of documents beyond the 20 days as mentioned above, RVUNL shall not be liable for delay in verification of documents and subsequent delay in signing of BESPAs. Effective Date of the BESPAs shall be the date as on 30 days from the date of issue of LoA, or the date of signing of BESPAs, whichever is later (for example, if the date of LoA is 31.10.2025, the Effective Date will be 30.11.2025 or date of signing of BESPAs, whichever is later). Subsequent to expiry of the 30 -day period after the issuance of LoA, in case RVUNL intimates to the Successful Bidder, a particular date as the date for signing of BESPAs, the specified date shall become the Effective Date of the BESPAs, irrespective of the date of signing of BESPAs.
- 22.8 The BESSD will be free to replenish the battery capacity from time to time during the Term of the BESPAs at its cost and expense to meet the performance criteria. However, RVUNL will be obligated to off-take capacity only within the performance range as specified in the BESPAs and at the charges applicable as per the existing agreements. Any excess supply will be dealt as per provisions of the BESPAs.

## **23 Financial Closure or Project Financing Arrangements**

- 23.1 The Projects shall achieve Financial Closure within the date as on 9 months after the Effective Date of the BESPAs (for e.g. if Effective Date is 06.07.2024, the above deadline will be 06. 04.2025).
- 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, RVUNL 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 BESPAs. 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, RVUNL 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 business days to the respective BESSDs to either furnish the necessary documents or make the above-mentioned payment of Rs. 1,000/MW/day. In case of non-submission of either-the requisite documents or the necessary amount upon expiry of the above-mentioned notice period of 7 days- RVUNL shall encash the PBG/POI of the corresponding BESSDs and terminate the BESPAs 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 RVUNL. 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 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 RVUNL at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, RVUNL 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.

## **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 BESPA. 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 Central Electricity Authority prior to commissioning of the Project. The 15-year tenure of BESPA shall be as per the provisions of BESPA. Any capacity being offered to the grid before COD shall be first offered to RVUNL and in case RVUNL 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 RVUNL 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 BESPA with RVUNL.
- 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 BESPA.

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 BESPAs), 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 BESPA, 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 BESPA, 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 BESPA, 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 RVUNL.
- 26.7 In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh BESPA 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 RVUNL.

## **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. 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. Insurance Surety Bond (Surety Bond) against Earnest Money Deposit (EMD) as per **Format 7.3 E**.
- e. 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 BESPA with RVUNL. 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.
- f. 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.
  - g. Format for Financial Requirements as per **Format 7.6** along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder.
  - h. Undertaking as per **Format 7.7**.
  - i. A disclosure statement as per **Format 7.8/7.8A** regarding participation of any related companies in the bidding process.
  - j. Format for Technical Criteria as per **Format 7.9** (to be filled out separately for each Project).
  - k. 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).
  - l. Integrity Pact between RVUNL and the Bidding Company as per **Format 7.11**.
  - m. Original declaration on fraud prevention policy as per **Format 7.14**.
  - n. Original self-attested filled format for not blacklisted as per **Format 7.15**
  - o. **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 BESPA, 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 has to be submitted prior to signing of BESPA.
    - 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. RVUNL 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 time lines.
    - iv. Certified copies of annual audited accounts for the last financial years, i.e. FY 2024-25/2023-

24, 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.
- p. Covering letter of the Financial bid as per **Format - 7.12**.
- q. Estimate of Cost of Project as per **Format 7.13** (BoQ).

## **28 Important Notes and Instructions to Bidders**

- 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 BESPA 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, RVUNL 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 BESPA, consequences specified in BESPA shall apply.
- 28.5 Response submitted by the Bidder shall become the property of RVUNL and RVUNL shall have no obligation to return the same to the Bidder. However, the EMDs submitted by un Successful Bidders shall be returned as specified in Clause 18 of the RfS.
- 28.6 All documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/ Addenda and BESPA) 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, RVUNL 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 e-procurement portal of RAJASTHAN ([www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in)).
- 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 RVUNL.
- 28.12 Response to RfS not submitted in the specified formats will be liable for rejection by RVUNL.
- 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 RVUNL of the obligation of the Bidder to furnish the said data/ information unless the waiver is in writing.
- 28.15 The Rajasthan Electricity Regulatory Commission shall be the appropriate commission to exercise the regulatory and adjudicatory jurisdiction in regard to matters between BESSD and RVUNL. Subject to the above, only Jaipur Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.
- 28.16 All the financial transactions to be made with RVUNL including 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/BESPA.

## **29 Non-Responsive Bid**

The electronic response to RfS submitted by the Bidder along with the documents submitted **online** to RVUNL 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 Financial Bid (BoQ), not in line with the instructions mentioned in Format 7.13
- (f) Except for the scenario as per Clause 5.a 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.

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. RISL Fees (DD), Tender Fees (DD/BC) and Bank Guarantee/ Payment on Order Instrument/Insurance Surety Bond towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3A/ 7.3D/7.3E). 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 RVUNL.



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

**Bank Guarantee/POI/Insurance Surety Bond 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 RVUNL until the date as on 1 working day 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 22.04.2024, the above deadline will expire at 18:00 hrs on 24.04.2024. In case of the above deadline being a holiday, the next working day in RVUNL will be the deadline for submission of Bank Guarantees.

**Note:** In all cases, the Bank Guarantee/POI against EMD (if applicable)/ Insurance Surety Bond, 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:

<b>RfS for Procurement of ____ MW/ ____ MWh Standalone Battery Energy Storage Systems in Rajasthan with VGF under Tariff-Based Global Competitive Bidding</b>	
<i>Cumulative Capacity of the projects applied for</i>	_____MW/ _____MWh
<i>No. of Projects Bid for</i>	
<i>RfS Reference No.</i>	_____dated: _____
<i>Submitted by</i>	<i>(Enter Full name and address of the Bidder)</i>
<i>Authorized Signatory</i>	<i>(Signature of the Authorized Signatory)</i> <i>(Name of the Authorized Signatory)</i> <i>(Stamp of the Bidder)</i>
<i>Bid Submitted to</i>	<i>The Superintending Engineer (NPP), Superintending Engineer (NPP), RVUNL, Investment Building, 5<sup>th</sup> Floor, DC-03, Lal Kothi Scheme, Jaipur.</i>

### 30.2 **Documents to be Submitted Online**

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 RISL Fees, Tender Fees before bid submission end date & time (in offline) and Bank Guarantee within 2 working days after the bid submission end date (in offline), 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.

All documents of the response to RfS submitted online must be digitally signed and uploaded on the website, <http://eproc.rajasthan.gov.in> Response to RfS shall contain the following:

#### I. **Cover-1**

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 I: 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/Insurance Surety Bond towards EMD as mentioned in the Bid Information Sheet.

## II. **Cover-2 (Financial Bid/BoQ)**

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

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

Only a single capacity charge (INR/MW/MONTH) for all the Projects applied for, shall have to be filled online, 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 envelopes 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 <http://eproc.rajasthan.gov.in> within the bid submission deadlines and fails to submit the offline documents in the office of RVUNL within the bid submission deadlines, the online bid of the Bidder shall not be opened. Similarly, bids submitted offline but without any online submission on <http://eproc.rajasthan.gov.in> shall not be opened and the EMD shall be returned to the respective Bidder.
- (e) The tariff to be quoted in the Financial Bid shall be exclusive of GST (for providing the storage service). GST levied on the storage service being provided by the Project, if any, shall be passed through to RVUNL.

## **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.

<p align="center"><b>____MW/MWh STU-Connected Battery Energy Storage System</b></p> <p align="center"><b>Owned and operated by</b></p> <p align="center"><b>----- (insert name of the BESSD)</b></p> <p align="center"><b>Under Request for Selection (RfS) for Setting up of 1000 MW/2000 MWh Standalone Battery Energy Systems under Tariff Based Global Competitive Bidding in Rajasthan under “BOO” model.</b></p> <p><b>Village:....., Tehsil....., District....., State.....</b></p>
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### 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”). RVUNL 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. RVUNL 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 on **bess@rrvun.com**. The format for submission of clarifications is available on the portal.
- 34.2 RVUNL 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 RVUNL response will be uploaded **<http://eproc.rajasthan.gov.in>**. If necessary, amendments, clarifications, elaborations shall be issued by RVUNL which will be notified on RVUNL website & on **<http://eproc.rajasthan.gov.in>**. 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 and Formats for the pre-bid queries shall be notified later on RVUNL website).
- 34.4 Enquiries/ Clarifications may be sought by the Bidder by contacting RVUNL officials as per the details contained in the Bid Information Sheet.

### 35 *Right of RVUNL to Reject a Bid*

RVUNL 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 RVUNL’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 BESPAs, meeting Financial Closure Requirements/Conditions Subsequent (BESPA), Commissioning etc. will be the sole responsibility of BESSD. RVUNL 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 RVUNL 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 BESPAs must be timely submitted by the BESSD.
- 36.3 Tentative timelines (As per RTPP Act/Rules) 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+45 days (=B)
Issuance of LoAs	B+30 days (=C)
Effective Date of BESPAs	C+ 30 days (=D)
Application for connectivity by the BESSD	D+30 days
Financial Closure	D+9 months
Project commissioning	D+18 months (=E)
Release of VGF	As per Annexure-G & Clause 1 (k)

- 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.

## **SECTION 4 - QUALIFICATION REQUIREMENTS 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 as applicable. In addition, the Bidder should also meet the requirements stipulated under clause 38.0 & 39.0 together with the requirements stipulated in RfS.

### **37 General Eligibility Criteria**

Bidders participating in the RfS will be required to meet the following eligibility criteria (as applicable).

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 of foreign company i.e. the Bidder under clause 37.1 (ii), participating on standalone basis and its selection 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 BESPA and it shall comply with all the laws and provisions related to Foreign Direct Investment in India.

In case the foreign company participating as a member of consortium, Clause 37.4 of the RfS shall 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 BESPA, keeping the original shareholding of the Bidding Consortium unchanged. In case applications for multiple Projects have been made by a Consortium, separate Project Companies can be formed for each Project. 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 as indicated in the Consortium Agreement (Format 7.5).

37.4 A consortium, i.e. Bidder participating under clause 37.1 (iv), if selected as Successful Bidder for the purpose of implementing the Project, shall incorporate a Project company before signing of BESPA with RVUNL with equity participation by the Members in line with consortium agreement submitted along 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 BESPA 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 RVUNL, subject to the condition that, the management control remains within the same group of companies

**NOTE:**

- 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 atleast 51% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of BESPA. 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, as per Format 7.7 of the RfS.

### **38 Technical Eligibility Criteria**

- 38.1 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.
- 38.2 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.
- 38.3 The Projects shall also comply with the performance criteria as detailed in Clause 8 of the RfS.

### **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 20 Lakhs per MWh (Rupees Twenty Lakhs per MWh) of the quoted capacity in MWh, as on the last day of the preceding financial year 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 decided by RVUNL 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 and AUM or investible funds to be considered under this clause will

be calculated in accordance with applicable SEBI (AIF) Regulations.

## 39.2 Liquidity

Turn Over- Not Used.

- 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 BESPA.
- 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, 2024-25/2023-24, or as on the day at least 7 days prior to the bid submission deadline, 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 respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located, or provisional accounts as on the day at least 7 days prior to the bid submission deadline.
- 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 day at least 7 days prior to the bid submission deadline, 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, 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 200 MWh (100 MW x 2hrs), then, total Net-Worth to be met by the Consortium is Rs. 73 Lakh x 100 MW = Rs. 73.0 Crores. Minimum requirement of Net- Worth to be met by Lead Member A would be minimum Rs. 51.10 Crores and to be met by Consortium Member B would be Rs. 21.90 Crores. Similar methodology shall be followed for computation of liquidity requirement.

- 39.9 For the limited purpose of meeting the technical and financial eligibility criteria, in addition to using credentials of the Affiliates having more than 50% shareholding in the Bidding Company, the Bidder may use credentials of those Affiliates who do not control more than 50% of 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 an Affiliate is used which owns 30% of the total shareholding in the Bidder, the said Affiliate should be able to meet upto Rs 30 Crore of the Net Worth.
  - b. In case the strength of an Affiliate is being used for meeting the eligibility criteria, shareholding pattern of the respective Affiliate will be locked-in upto COD of the Project.



## **SECTION 5. 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 RVUNL whose required documents as mentioned at Clause 30 of the RfS are received by RVUNL. Bid opening (online) will be done only after the deadline for submission of Bank Guarantee (if applicable) and/or DDs/Pay order against Cost of RfS document and Bid Processing Fee.
- 41.2 Subject to Clause 29 of the RfS, RVUNL 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, RVUNL 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 RVUNL within 07 (seven) days from the date of such intimation from RVUNL. All correspondence in this regard shall be made through email / (<https://www.eproc.rajasthan.gov.in>) 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. RVUNL 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 capacity charges, or the "First Round 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 capacity charges quoted by the Bidders.
- 42.2 Second Envelope (containing First Round 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 (capacity charges) excluding GST in Indian Rupee per MW for all the Projects applied for. The tariff has to be quoted in Indian Rupee per MW per month in whole numbers only (no decimal places allowed). If it is quoted with any decimal places, the digits in the decimal places shall be ignored. (For e.g. if the quoted tariff is INR 3,00,000.34/MW/month, then it shall be considered as INR 3,00,000/MW/month).

- 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 RVUNL. Thereafter, RVUNL 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  $n^{\text{th}}$  Bidder as mentioned in Clause 43.7 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	₹ 2,90,000 (Tariff in ₹/ MW/month)	L1
B2	₹ 2,92,000 (Tariff in ₹/ MW/month)	L2
B3	₹ 2, 93,000 (Tariff in ₹/ MW/month)	L3
B4	₹ 2,93,000 (Tariff in ₹/ MW/month)	L3
B5	₹ 2,95,000 (Tariff in ₹/ MW/month)	L4
B6	₹ 3,11,000 (Tariff in ₹/ MW/month)	L5
B7	₹ 3,15,000 (Tariff in ₹/ MW/month)	L6
B8	₹ 3,16,000 (Tariff in ₹/ MW/month)	L7
B9	₹ 3,20,000 (Tariff in ₹/ MW/month)	L8

### 43 Reverse Auction (Step 3)

#### 43.1 Reverse Auction:

RVUNL shall conduct the reverse auction for finalizing the Prices and L-1 Bidder separately as per details mentioned in the tender documents, therefore, participating Bidders are requested to quote the competitive prices in the price-bid (BOQ). Further, RVUNL does not pledge to accept the lowest or any tender and reserves the right of accepting the whole or any tender as it may think fit without assigning any reason.

RVUNL has made arrangement with M/s ITI Ltd., New Delhi for providing e-auction facility (reverse auction) through portal <https://rvunl.ewizard.in> Bidders should go through the instructions given below and submit acceptance for the same:-

- 43.2 It is mandatory for each & every participating Bidder to register/enroll them on portal of M/s ITI Ltd., New Delhi by paying registration fee (non-refundable) as mentioned below:-

S.No	Description	Charges in INR	Method of payment
1	Annual Registration Fee/ Charges from each Bidder for participating in e-Tenders/Reverse Auctions of RVUNL only: (Mandatory)	Rs. 2000/- + applicable taxes as per govt. norms	Detail for on-line payment is mentioned below.
2	Auction processing fee for e-reverse payable by all qualified Bidders per Project (Mandatory)	Rs. 5000/- + applicable taxes as per govt. norms	

**Notes:-**

- i. All applicable Taxes and duties as per govt. norms are in addition to the above charges. Presently, Goods and Service Tax (GST) @ 18 % is applicable. Any other charges i.e. transaction charges of Online Payment Gateway by the bank/payment gateway service provider or bank commission charges etc. shall be borne by participating Bidder.
- ii. Annual Registration Fee shall be not refunded in any condition. Supplier/Bidder Participation Charges will not be refunded/ adjusted in the case of an e-tender/e-reverse auction being cancelled or retendered by RVUNL due to any reason whatsoever.
- iii. All end-users will have to procure Digital Signature Certificates at their own cost.

### 43.3 **Vendor Registration and Participation in Auction**

- i. All intended Bidders have to register them on portal [www.tenderwizard.com/](http://www.tenderwizard.com/) RVUNL by paying annual charges mentioned above by available e-payment facility only.
- ii. Invited Bidders/qualified Bidders in each auction have to pay auction processing fee while making request for participation by available e-payment facility.
- iii. Various options are available under e-payment facility which includes debit card, credit card, Net banking etc.
- iv. Various Help Manuals for Registration, Participation and Bidding in auctions, login process, System settings etc. are available on said portal all time for Bidder support.
- v. Annual registration fee and participation charges for Reverse Auction Portal shall be paid online only. Further, it is mandatory to each & every Bidders to pay the above charges of Annual registration of Reverse Auction portal within scheduled date & time before reverse auction.
- vi. After paying registration fee, Bidders accounts will become active and able to login, view and participate in hosted auctions on the portal provided by M/s ITI Ltd. Bidders are advised to login for first time with initial system provided password and change the Password as they desired. Bidders may modify their profile generation information if any to ensure correct information and confidentiality. All bids made from the Login ID given to the Bidders will be deemed to have been made by the Bidders/ Bidders' company.

- 43.4 Participating Bidders are required to make separate payment for registration and participation through online mode as mentioned above for participation in Reverse Auction. Further, it is mandatory to each & every Bidders to pay the annual registration fee and make registration on the ITI portal of Reverse Auction portal within scheduled date & time and copy of the same should be submitted through e-mail. In case of submission of participation charges of Reverse Auction Portal on-line; it is mandatory for each & every qualified Bidder to pay the participation charges of Reverse Auction portal to participate in Reverse auction. However, if any Bidder does not pay the participation charges then he will not able to participate in Reverse auction and prices mentioned

in their price-bid shall be considered as final quoted prices against above NIT.

43.5 Computerized Reverse Auction shall be conducted by RVUNL (through M/s ITI Ltd.) on pre-specified date which shall be intimated to techno-commercial qualified Bidders before start of Reverse Auction. The Bidders shall quote in RA from their own offices/ place of their choice. Proper Internet connectivity or any other necessary arrangement for RA shall have to be ensured by Bidder's themselves. Further, it is mandatory for every qualified Bidder to pay the participation charges of Reverse Auction portal after invitation of Reverse Auction and before starting of Reverse Auction.

43.6 Bidders are advised to get fully acquainted with the procedure of Reverse Auction and clear all their doubts such as login to RA, RA process, refreshing of Screen etc. from RVUNL or M/s ITI Ltd., New Delhi. Name & Details of contact person of M/s ITI Ltd. are as under:-

Tender wizard Helpdesk (Delhi Office):

ITI Limited, New Delhi,

Website: <https://rvunl.ewizard.in>,

address: 11th Floor Core h, Scope Minar Near Nirman Vihar, Metro Station, Laxmi Nagar, Delhi- 110092.

E-wizard Technical Help Desk address:

Plot No. 37, Sector-11, Dwarka, New Delhi- 110075.

Telephone No. 011-4960606

e-mail id for support: [SupportQewizard.in](mailto:SupportQewizard.in)

For e-Auction Queries

[helpdesk@ewizard.in](mailto:helpdesk@ewizard.in)

[eprochelpdesk.s3@gmail.com](mailto:eprochelpdesk.s3@gmail.com)

Local Representative of ITI Limited at Jaipur Mr Deepak Jangid, Mob No. 9680005669.

1	Portal Registration Queries	HELPDESK	011-49424365	<a href="mailto:twhelpdesk680@gmail.com">twhelpdesk680@gmail.com</a>
2	For e-Auction Queries	HELPDESK	011-49424365	<a href="mailto:eprocureRVUN@gmail.com">eprocureRVUN@gmail.com</a>
3	For Digital Signatures	HELPDESK	011-49424365	<a href="mailto:twhelpdesk377@gmail.com">twhelpdesk377@gmail.com</a>
4	For Business Enquiries	HELPDESK	080-40482000	<a href="mailto:enquiries@etenderwizard.com">enquiries@etenderwizard.com</a>

Participating Bidders or their representatives, if required, may opt to get training from M/s ITI Ltd., New Delhi regarding the procedure of Reverse Auction by paying the charges. Please contact Sh. R. K. Batra, XEN (IT), RVUNL, Jaipur (Mobile No.: 09413349958) and representative of M/s ITI Ltd. for further details on the above training.

Bidders are required to submit their acceptance to these terms/ conditions/modalities of RA along-with techno-commercial bids, without which the Bidder will not be eligible to participate in the Reverse Auction.

#### 43.7 Procedure of Reverse Auction:

- Online Reverse Auction: Reverse Auction shall be carried out on the evaluated price. Further, the following methodology shall be adopted while carrying out the Reverse Auction process based on the number of eligible Bidders:

No. of Eligible Bidders.	Action to be done
Upto 4 Bidders	Reverse Auction shall be held without removing any Bidder.

5 to 9 Bidders	Reverse Auction process shall be carried out after removing the one (1) Highest Bidder (i.e. H1 Bidder) based on evaluated price.(if remaining capacity exceeds 1000 MW after removing H1)
No. of Bidders 10 and Above	Reverse Auction process shall be carried out after removing the two (2) Highest Bidders (i.e. H1 and H2 Bidders) based on evaluated price. (if remaining capacity exceeds 1000 MW after removing H1 & H2)

- ii. The 'opening price' i.e. start price for RA and minimum bid decrement will be decided by RVUNL and shall be intimated to qualified Bidders at the time of Reverse Auction.
- iii. As such the Bidders are required to necessarily reduce their evaluated Price by minimum one decrement to beat the starting price/ current L1 price (evaluated price) displayed on the screen to become L1 Bidder. However, Bidders are free to decrease their prices by any value in multiples of minimum bid decrement.
- iv. The above process at Sr. No. (iii) above will continue as an iterative process till the end of Reverse Auction.
- v. After the completion of the online Reverse Auction, the Closing Price (CP) shall be available for further processing Schedule for Reverse Auction:

#### 43.8 Schedule for reverse auction:

The date and time of Reverse Auction (RA) shall be intimated in due course of time and the duration of Reverse Auction will be **30** minutes.

#### 43.9 Auction extension time:

If a Bidder places a bid in the last **8** minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall be extended automatically for another **8** minutes, for the entire auction. Please note that the auto-extension will take place only if a bid comes in those last **8** minutes and gets accepted. If the bid does not get accepted, the auto-extension will not take place even if that bid might have come in last **8** minutes. In case, there is no bid in last **8** minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, Bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related to internet connectivity, network problems, system crash down, power failure, etc.

#### 43.10 Bidding currency and unit of measurement:

Bidding will be conducted in Indian Rupees as per the specifications against RfS.

- 43.11 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.

#### 43.12 Post auction procedure:

- i) During the Online Reverse Auction, if no bid is received in the auction system/ portal within the specified time duration of the Reverse Auction, then RVUNL, at its discretion, may

decide to revise the auction's opening price/ scrap the online reverse auction process or action as deemed appropriate by RVUNL.

- ii) RVUNL or the service provider i.e. M/s ITI Ltd., New Delhi are not responsible for any unforeseen circumstances i.e. failure of Internet connectivity, failure of power or loss of connectivity at the premises of Bidders etc. due to which Bidder is not able to participate in the Reverse Auction. On account of this, the time for the auction shall not be extended and neither RVUNL nor M/s ITI Ltd., New Delhi is responsible for such eventualities. In order to ward-off such contingent situation Bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the Reverse Auction successfully.
- iii) Bidder's bid will be taken as an offer to execute the work/ supplies of the item as per Tender No. TN-04/ 2025-26. Bids once made by the Bidder, cannot be cancelled/ withdrawn by the Bidder and Successful Bidder shall be bound to execute the work as mentioned in tender documents at Bidder's lowest bid price through RA accepted by RVUNL. If a Successful Bidder back out and does not execute the contract as per the lowest rates quoted by Bidder in RA, RVUNL shall forfeit the EMD and may take action like suspension of participating in future tenders etc.
- iv) Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:
  - a. Leading (Running Lowest) bid-price in the Auction (only total evaluated price of package).
  - b. Bid price placed by the Bidder.
  - c. Standing of its bid vis-a-vis other bids.
  - d. Start Price.
  - e. Decrement value.
- v) RVUNL's decision on award of contract shall be final and binding on all the Bidders. RVUNL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, without assigning any reason. Contract may be awarded to the Bidder having lowest bid value after Reverse Auction. However, RVUNL does not pledge to accept the lowest or any tender and reserves the right of accepting the whole or any tender as it may think fit without assigning any reason.
- vi) RVUNL shall not have any liability to Bidders for any interruption or delay in access to the RA Portal respective of any cause. In such cases, the decision of RVUNL shall be binding on the Bidders.
- vii) If there is any clash between this document and the FAQ available on the web site of M/s ITI Ltd. (if any), the terms & conditions given in this document will supersede the information contained in the FAQs. Any changes made by RVUNL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the Bidder continues to access the portal after that time.
- viii) The Bidder shall not divulge either his bids or any other exclusive details of RVUNL to any other party. 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, appropriate action shall be initiated by RVUNL.

#### **43.13 Selection of Successful Bidder:**

- i. The Bids received will be evaluated by RVUNL to ascertain the most suitable with technical factors with quoted price.
- ii. After the Reverse Auction is closed, the bidders who fall within the range of (and including) the lowest tariff (L1 tariff) + 2% of the L1 tariff-hereinafter referred to as "the range"- will be declared as Successful Bidders.

However, the RVUNL reserves the right to choose the most competitive Bid among the Bids under consideration.

#### **44 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) RVUNL reserves the right to annul the bid process without any financial implications to any of the parties concerned.
- c) In all cases, RVUNL'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 BESPA beyond 6 months from the date of issuance of LoAs, or any other extended date as mutually agreed between RVUNL and the Successful Bidders, the awarded capacity shall stand cancelled.



## **SECTION 6. DEFINITIONS OF TERMS**

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

- 45.1 "ACT" or "ELECTRICITY ACT, 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time.
- 45.2 "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.
- 45.3 "APPROPRIATE COMMISSION"** shall mean as defined in the BESPA.
- 45.4 "AVAILABILITY"** shall mean as defined in Clause 8 of the RfS.
- 45.5 "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.
- 45.6 "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 BESPA, 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 RVUNL (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 BESPA with RVUNL.
- 45.7 "BATTERY ENERGY STORAGE PURCHASE AGREEMENT" or "BESPA"** shall mean the agreement signed between the Selected Bidder/BESSD and RVUNL according for procurement of capacity from the BESS, as per the terms and conditions of the standard BESPA enclosed with this RfS.
- 45.8 "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 RVUNL.
- 45.9 "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.

- 45.10 **"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.
- 45.11 **"BID CAPACITY"** shall mean aggregate project capacity of the Battery Energy Storage System(s) as proposed by the Bidder.
- 45.12 **"BID IMPLEMENTING AGENCY" OR "BIA"** shall mean Rajasthan Vidyut Utpadan 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.
- 45.13 **"BUYING ENTITY"** shall mean BESS Implementing Agency i.e RVUNL that utilizes the BESS for meeting the State Power on demand/merchant sale requirements to End Procurer i.e **RVUITL/DISCOMs"**.
- 45.14 **"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.
- 45.15 **"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.
- 45.16 **"COMMERCIAL OPERATION DATE (COD)"** shall mean the date as defined in Clause 24 of the RfS.
- 45.17 **"CONTRACTED CAPACITY"** or the **"PROJECT CAPACITY"** shall mean the capacity in MW/MWh ("X" MW x 4 hrs) contracted with RVUNL for providing Energy storage facility to the Procurer for charging and discharging the system on "on-demand" basis, based on which the BESPA is executed with RVUNL.
- 45.18 **"CONTRACT YEAR"** shall mean the period beginning from the Effective Date of the BESPA and ending on the immediately succeeding 31st March and thereafter each period of 12 months beginning on 1st April and ending on 31st March provided that:
- in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding 31st March, and thereafter each period of 12 (Twelve) Months commencing on 1st April and ending on 31st March, and
  - provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement.
- 45.19 **"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.
- 45.20 **"CONTROLLING SHAREHOLDING"** shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium.
- 45.21 **"DAY"** shall mean calendar day.

45.22 **"EFFECTIVE DATE"** shall mean the date as on 90th day from the date of issuance of Letter of Award (LoA), or the date of signing of BESPAs (as applicable), which shall be indicated in the BESPAs executed by both the parties.

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

45.24 **"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;

45.25 **"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.

45.26 **"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.

45.27 **"STU"** shall mean State Transmission Utility.

45.28 **"In-STs"** shall mean Intra-State Transmission System

45.29 **"INTER-CONNECTION POINT/ DELIVERY/ METERING POINT"** shall mean a single point at 132 KV or above, where the power from the Project(s) is injected into and drawn from the identified /RVPN TRANSMISSION SYSTEM (including the dedicated transmission line connecting the Projects with the transmission 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/ RERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.

45.30 **“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).

45.31 **“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.*

45.32 **“LETTER OF AWARD”** or **“LoA”** shall mean the letter issued by RVUNL to the selected Bidder for award of the Project.

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

45.34 **“LLC”** shall mean Limited Liability Company.

45.35 **“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.

45.36 **“MONTH”** shall mean calendar month.

45.37 **“NET-WORTH”** shall mean the Net-Worth as defined section 2 of the Companies Act, 2013.

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

45.39 **“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.

45.40 **“PROJECT”** shall mean the Battery Energy Storage System set up by the BESSD for supply of Power on 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 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 RVUNL. It is clarified that BESS charged using a source other than RE power would not qualify as RE power.

45.41 **“PROJECT COMMISSIONING”**: The Project will be considered as commissioned in line with the Commissioning procedure defined in the RfS/BESPA.

45.42 **“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.

45.43 **“POWER ON DEMAND”** shall mean the requirement of the Buying Entity to charge and discharge

the BESS based on its requirements during the time of day, subject to provisions of the RfS and BESPA.

45.44 **“RUVITSL”** shall mean Rajasthan Urja Vikas and IT Services Limited

45.45 **“RVUNL”** shall mean Rajasthan Rajya Utpadan Nigam Limited

45.46 **“RENEWABLE ENERGY (RE) POWER”** shall mean power from a RE Power generation facility.

45.47 **“RfS”** or **“RfS DOCUMENT”** or **“BIDDING DOCUMENT(S)”** or **“TENDER DOOCUMENTS”** shall mean the “Request for Selection” document issued by RVUNL including standard Battery Energy Storage Purchase Agreement and Battery Energy Storage Sale Agreement, along with subsequent clarifications and amendments thereof, vide RfS No. \_\_\_\_ dated \_\_.

45.48 **“SCHEDULED COMMISSIONING DATE”** or **“SCD”** shall be the date as indicated in Clause 9 of the RfS.

45.49 **“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 BESPA.

45.50 **“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.

45.51 **“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

45.52 **“TOE”** shall mean Tender Opening Event.

45.53 **“TRADING MARGIN”** shall mean the facilitation charges in the form of margin on procurement and supply of Contracted Capacity from the BESS to the Buying Entity by the Intermediary Procurer i.e RVUNL under this RfS, and the same being charged by shall be 0.5% of the applicable capacity charges or seven paisa per kWh.

45.54 **“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;

45.55 **“WEEK”** shall mean calendar week;

45.56 **“YEAR”** shall mean a **365-day period** (or a 366-day period in the case of a leap year).

## SECTION 7. 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 in Section 4 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

RVUNL

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 BESPA for availability of Contracted Capacity for the Term of the BESPA to the Intermediary Procurer i.e RVUNL, 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 also confirm that we including our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies directly or indirectly have not submitted response to RfS for more than cumulative capacity of \_\_\_\_ MW/ \_\_\_\_ MWh (to be specified as ½ of the tendered capacity) , including this response to RfS.

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

Project capacity (MW/MWh)	Interconnection Point Details	Project Preference*	Total Area of the Project

1. We give our unconditional acceptance to the RfS, dated ..... [Insert date in dd/mm/yyyy], standard BESPA and BESSA documents attached thereto, issued by RVUNL. In token of our acceptance to the RfS, BESPA and BESSA documents along with the amendments and clarifications issued by RVUNL, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the BESPA is executed as per the provisions of the RfS and provisions of BESPA 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 17 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/Surety Bond of the requisite value(s) towards PBG, within due time as mentioned in Clause 18 of this RfS on issue of LoA by RVUNL for the selected Projects and/or we are not able to sign BESPA with the Intermediary Procurer i.e RVUNL, within the timeline as stipulated in the RfS for the selected Projects, RVUNL shall have the right to take action as per provisions of Format-7.3 A of the RfS.
  
4. We have submitted our response to RfS strictly as per Section 7 (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 RVUNL 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 RVUNL 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 BESPA, 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 BESPA 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 RVUNL.
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/yyyy*) 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 RVUNL 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 BESPA and consequent provisions of BESPA 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 BESPA.

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-6, 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 Rajasthan Vidyut Utpadan Nigam Limited (hereinafter referred to as RVUNL) and RVUNL 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 RVUNL at *[Insert Name of the Place from the address of RVUNL]* forthwith without demur on demand in writing from RVUNL or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees \_\_\_\_\_ *[Insert amount not less than that derived on the basis of Rs. 2.1 Lakhs per MWh of cumulative capacity proposed]*, 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. 17 of this RfS]*. RVUNL shall be entitled to invoke this Guarantee till \_\_\_\_\_ *[insert date of validity in accordance with Clause No. 17 of this RfS]*.

The Guarantor Bank hereby agrees and acknowledges that RVUNL 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 RVUNL, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to RVUNL.

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 RVUNL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against RVUNL 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 RVUNL 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 RVUNL or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to \_\_Bank and a confirmation in this regard is received by RVUNL.

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. 17 of this RfS*].

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if RVUNL 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 Rajasthan Vidyut Utpadan Nigam Limited(hereinafter referred to as RVUNL) and RVUNL 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 executors, 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 Battery Energy Storage Purchase Agreement (BESPA) 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 RVUNL*], (hereinafter referred to as Intermediary Procurer, or BIA at [*Insert Name of the Place from the address of RVUNL*] forthwith on demand in writing from RVUNL 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 .....RVUNL shall be entitled to invoke this Guarantee till .....

The Guarantor Bank hereby agrees and acknowledges that RVUNL 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 RVUNL, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to RVUNL.

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 RVUNL 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 RVUNL 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 RVUNL or to exercise, levy or enforce any distress, diligence or other process against the selected Battery Energy Storage System Developer / Project Company.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to \_\_\_\_\_ Bank and a confirmation in this regard is received by RVUNL.

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

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 RVUNL 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

**RVUNL,**

**Registered**

\_\_\_\_\_

\_\_\_\_\_

**Reg: M/s \_\_\_\_\_(insert name of the BESPAs signing entity) (Project No. \_\_\_\_\_(insert project ID issued by RVUNL) – 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 Rajasthan Vidyut Utpadan Nigam Limited (hereinafter referred to as RVUNL) and RVUNL 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 executors, 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 Battery Energy Storage Purchase Agreement (BESPA) to be entered into with \_\_\_\_\_[RVUNL], (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 RVUNL at [Insert Name of the Place from the address of RVUNL] forthwith on demand in writing from RVUNL 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 RVUNL 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 RVUNL 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 RVUNL;
  - (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 (RVUNL 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 RVUNL made in any format within the validity period. IREDA/REC/PFC shall not require RVUNL 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 RVUNL shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/BESSD;
  - (h) Neither RVUNL is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against RVUNL 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 RVUNL have signed an Umbrella Agreement dated \_\_\_\_\_ setting out the terms and conditions for issue of letter of undertaking by IREDA/REC/PFC to RVUNL 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

RVUNL,

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 Rajasthan Vidyut Utpadan Nigam Limited (hereinafter referred to as RVUNL) and RVUNL 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 RVUNL at [Insert Name of the Place from the address of RVUNL] forthwith without demur on demand in writing from RVUNL or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees \_\_\_\_\_ [Insert amount not less than that derived on the basis of Rs. 2.1 Lakhs per MWh of cumulative capacity proposed], only, on behalf of M/s \_\_\_\_\_ [Insert name of the Bidder].
4. In consideration of the above facts, IREDA/REC/PFC, having its registered office at \_\_\_\_\_, agrees to make payment for the sum of Rs. \_\_\_\_\_ lakhs (in words.....) to RVUNL 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 RVUNL 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 RVUNL;

- (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 (RVUNL 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 RVUNL made in any format within the validity period. IREDA/REC/PFC shall not require RVUNL 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 RVUNL shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the Bidding Party;
  - (p) Neither RVUNL is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against RVUNL 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 RVUNL have signed an Umbrella Agreement dated \_\_\_\_\_ setting out the terms and conditions for issue of letter of undertaking by IREDA/REC/PFC to RVUNL 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)

**PERFORMA OF INSURANCE SURETY BOND AGAINST BID SECURITY (EMD)**

Insurance Surety Bond No.

Date-

To,

The Chief Engineer (NPP), Rajasthan Vidyut Utpadan Nigam Ltd., Jaipur (Raj.)

Dear Sir,

In accordance with your NIT No. .... dated....., M/s.....(*Insert name of the bidder*) having its registered/ head office at..... (*Insert address of the bidder*) (Herein after called the "Bidder") wish to participate in the said Bid for.....

.....(*subject/detail of work*).

As an irrevocable Insurance Surety Bond against Bid Security for an amount of Rs...../(in words..... only)(*insert EMD amount*) valid for .....(*insert date of validity*) 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 in the Bidding Document.

We, the.....(*Insert name & branch address of the Insurer*) having our Head Office at.....(*Insert address of the head office*) guarantees & undertake to pay immediately the amount of Rs.....(*insert EMD amount*) on demand by Rajasthan Rajya Vidyut Utpadan Nigam Limited (hereinafter called "Owner") without any reservation, protest, demand and recourse. Any such demand made by Owner 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 of thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid up to.....(*Insert date of validity*), and a claim period of 30 days from this date i.e. up to.....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 Owner.

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

.....  
(Signature)

.....  
(Name)



Designation with Insurer stamp

Authorized vide power of Attorney No.....

Date:.....

**Note: INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EANEEST MONEY DEPOSIT**

1. The Insurance Surety Bond shall be from an insurer registered with IRDAI for transacting of business of issuing Insurance Surety Bond.
2. RVUN shall be the creditor, the bidder shall be the principal debtor and Insurance company/ Insurer shall be the Surety in respect of Insurance Surety Bond to be issued by the Insurer.
3. Insurance Surety Bond should be on non-judicial stamp paper of required rate as per stamp duty act of GoR or as per the stamp duty made applicable by GoR time to time, to ensure the execution of the contract as per respective clauses.

**PERFORMA OF INSURANCE SURETY BOND AGAINST PERFORMANCE GUARANTEE**

To,  
The Chief Engineer (NPP)  
Rajasthan Rajya Vidyut Utpadan Nigam Ltd.  
Dear sir,

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 Rajasthan Vidyut Utpadan Nigam Limited(hereinafter referred to as RVUNL) and RVUNL 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 executors, administrators, successors and assignees) and selecting the Project of the Battery Energy Storage System Developer (BESSD) and issuing Letter of Award No. to .....and the same having been unequivocally accepted by the BESSD, resulting into work contract agreement to be entered for offering Battery Energy Storage System on long term basis, M/s .....(name of BESSD) having agreed to provide a Performance Guarantee of the amount up to and not exceeding Indian Rupees.....(*Total Value*) only.

We.....(Name & address of the Insurer).....having its registered office at .....(hereinafter referred to as the 'Insurer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) do hereby guarantee and undertake to pay Chief Engineer (NPP), RVUN , Jaipur on demand any and all amount payable by contractor to the extent of amount up to and not exceeding Indian Rupees.....(Total Value) as aforesaid at any time up to .....(validity period) without any condition, demur,, reservation, contest, recourse, or protest and/or without any reference to the contractor. Any such demand made by Chief Engineer (NPP), RVUN, Jaipur on the Insurer shall be conclusive and binding notwithstanding any difference between the RVUNL and contractor or any dispute pending before any court, 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 RVUNL and further agrees that the guarantee herein contained shall be enforceable till RVUNL discharges this guarantee.

RVUNL shall have the fullest liberty, without affecting in anyway the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the performance of the contract by the RVUNL for the purpose of which, the Insurer shall be liable to extend the validity of the presence Insurance Surety Bond without any demur, condition, protest and the Insurer shall act no point in time have an option of revoking the same RVUNL 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 RVUNL, 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 work contract agreement between RVUNL and contractor or any other course or remedy or security available to RVUNL. The insurer shall not be released of its obligations under these presence by any exercise by RVUNL 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 omissions or commission on the part of RVUNL or any other indulgence shown by RVUNL 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 RVUNL 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 RVUNL may have in relation to the contractor's liabilities.

Notwithstanding anything, contained herein our liability under this Insurance Surety Bond is restricted to INR ..... (Indian Rupees.....) and it shall remain in force up to and including..... and shall be extended from time to time for such period, as may be desired by RVUNL on whose favour this Insurance Surety Bond has been given.

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

.....  
(Signature)

.....  
(Name)

.....  
Designation with Insurer stamp

Authorized vide power of Attorney No.....

Date :.....

Witness:

1. ....

(Name & Signature).....

(Official Address) .....

2. ....

(Name & Signature).....

(Official Address) .....

Note-

4. The Insurance Surety Bond shall be from an insurer registered with IRDAI for transacting of business of issuing Insurance Surety Bond.

5. RVUN shall be the creditor, the bidder shall be the principal debtor and Insurance company/ Insurer shall be the Surety in respect of Insurance Surety Bond to be issued by the Insurer.
6. Insurance Surety Bond should be on non-judicial stamp paper of required rate as per stamp duty act of GoR or as per the stamp duty made applicable by GoR time to time, to ensure the execution of the contract as per respective clauses.

**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 RVUNL) RVUNL, representing us in all matters before RVUNL, and generally dealing with RVUNL 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***)

**3. NOT USED**

**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 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 Battery Energy Storage Purchase Agreement (in case of award), against RfS No. \_\_\_\_\_ dated \_\_\_\_\_ issued by Rajasthan Vidyut Utpadan Nigam Limited( RVUNL) 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 RVUNL) desires to purchase Power under RfS for \_\_\_\_\_ (insert title of the RfS);

WHEREAS, RVUNL 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 RVUNL 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	---
<b>Total</b>	100%

We acknowledge that after the execution of BESPA, 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 BESPA.
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 RVUNL 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 Battery Energy Storage Purchase Agreement (BESPA) and shall remain valid until the expiration or early termination of the BESPA in terms thereof, unless expressly agreed to the contrary by RVUNL.
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 BESPA except with prior written consent of RVUNL.
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 RVUNL.
16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS and BESPA.

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 -----

Name:

Address:

2) Signature -----

Name:

Address:

For M/s-----[Member n]

-----

(Signature, Name & Designation of the person authorized vide Board Resolution Dated \_\_\_\_\_)

Witnesses:

1) Signature -----

Name:

Address:

(2) Signature -----

Name:

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 RVUNL)**

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 2023-24/2024-25 or as on the date at least 7 days prior to the bid submission deadline (Strike out wherever not applicable).

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					
---					
<b>Total</b>					

*\* 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 2023-24/2022-23 or as on the day at least 7 days prior to the bid submission deadline (choose one). (Strike out if not applicable)

#### **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			
<b>Total</b>			

*\*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 %) 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 Rajasthan Vidyut Utpadan 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 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 RVUNL)*

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/BESPA including but not limited to cancellation of our response to this RfS and LoA/BESPA 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 RVUNL for a period of 2 years from the date of default as notified by RVUNL.

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 37.4 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, RVUNL 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 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 RVUNL)

**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/BESPA including but not limited to cancellation of our response to this RfS and LoA/BESPA 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 RVUNL for a period of 2 years from the date of default as notified by RVUNL.

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 37.4 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, RVUNL 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 RVUNL)

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 RVUNL)*

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 9 (nine) months from Effective Date of the BESPAs.

- 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)*

<b>1</b>	<b>Name of Bidding Company/ Lead Member of Bidding Consortium</b>	
<b>2</b>	<b>Location(s) of BESS Project(s)</b>	
<b>3</b>	<b>Contracted Capacity proposed</b>	.....MW/.....MWh
<b>4</b>	<b>Technology Proposed to be adopted for the Project</b>	(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.

**INTEGRITY PACT**

Between

Rajasthan Vidyut Utpadan Nigam Limited (hereinafter referred to as "The Employer ")

and

..... (herein after referred

to as "The Bidder/Contractor ")

and

..... (herein after referred to as  
"JV Partner/ Consortium Members" (if applicable)

**Preamble**

The Employer 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 Employer 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 Employer 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 Employer**

1. The Employer Commits itself to take all measures necessary to prevent corruption and to observe the following principles in this regard:-
  - a) No employee of the Employer, 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 Employer shall, during the bidding process treat all Bidders with equity and reason. The Employer 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 Employer will exclude from the process all known prejudiced persons.
2. If the Employer 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 Employer 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 Employer 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 Employer 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 Employer 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 Employer 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 Employer 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 Employer 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 Employer'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 Employer, the exclusion of Bidder/ Contractor could be revoked by the Employer 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 Employer has disqualified the Bidder/ Contractor from the bidding process or has terminated the contract pursuant to Section 3, the Employer 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 Employer 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 Employer 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 Employer 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 Employer 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 Employer 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 Employer 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 Employer (CEO of the Employer 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 Employer.
6. The IEMs will submit a written report to CEO of the Employer or a person authorized by him within 30 days from the date of reference or intimation to him by the Employer 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 Employer 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

Employer	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**

*(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 RVUNL)

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 (excluding GST) 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. *Tariff should be in Indian Rupee in whole numbers only (no decimal places allowed).*

***Bidders are required to quote the Charges in per MW per Month in BoQ format 7.13 available online on e-procurement portal. Quoted charges in per MW per Month shall be applicable for the capacity offered in format 7.12.***

**Format 7.13**

**PRELIMINARY ESTIMATE OF COST OF THE PROJECT**

Tender Inviting Authority: Rajasthan Rajya Vidyut Utpadan Nigam Ltd.(RRVUNL)

Name of Work: Setting up of 1000 MW/2000 MWh Standalone Battery Energy Systems under Tariff Based Global Competitive Bidding in Rajasthan with Viability Gap Funding Support under “BOO” model.

Contract No: < Enter the Contract No >

Name of the Bidder/  
Bidding Firm /  
Company:

**PRICE SCHEDULE**  
(DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )

**NOTE: Qouted Charges in per MW per Month Shall be Applicable for the Capacity Offered in Format 7.12**

Sl. No.	Item Description	Quoted Currency in INR / Other Currency	Charges PER MW PER MONTH without GST In Figures To be Entered by the Bidder Rs. p	TOTAL AMOUNT In Words
1	2	12	3	4
1	Charges for Battery Energy Storage System	INR		INR Zero Only

1. Above is specimen and only for reference.
2. It is to be submitted online on [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) portal only in BoQ.
3. Not to be submitted with technical bid.

**Format 7.14**

**DECLARATION ON FRAUD PREVENTION POLICY**  
**(Certificate of Compliance to FRAUD PREVENTION POLICY)**

**[To be submitted offline in a separate sealed envelope along with EMD and others]**

Bidder's Name and Address: To  
**Superintending Engineer (NPP),**  
RVUNL, Investment Building, 5<sup>th</sup> Floor, DC-03, Lal  
Kothi Scheme, Jaipur.

Dear Sirs,

We have read the contents of the Fraud Prevention Policy of RVUNL displayed on its tender website <http://www.eproc.rajasthan.gov.in> and undertake that we along with our associate/ collaborator/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly abide by the provisions of the Fraud Prevention Policy of RVUNL.

Date: (Name of Authorized

Signatory).....

Place: (Designation).....

(Company Seal).....

**Format 7.15**

**(Format for declaration of eligibility)**

(On the letter head of Company)

Ref.No.:

Date:

I/ We,M/s hereby certify that I/we have not been declared blacklisted/banned/de-listed/debarred from similar business by State/Central Govt. departments or Government Under takings in accordance with Tender document No. TN- 04 /2025-26 on Banning of Business Dealings.

(Seal & Signature of the Bidder)

## **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.

<b>Standard/ Code (or equivalent Indian Standards)</b>	<b>Description</b>	<b>Certification Requirements</b>
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



<b>Power Conditioning Unit Standards for BESS</b>	
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 RVUNL 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 RVUNL/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 RVUNL/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 – \_\_\_\_\_  
(9 months from Effective Date of BESPA)**

Project Company Name \_\_\_\_\_

Project ID:- \_\_\_\_\_

LOA No. - \_\_\_\_\_ Dtd. - \_\_\_\_\_

Effective Date of BESPA - \_\_\_\_\_

Scheduled Commissioning Date: - \_\_\_\_\_

**1.0 Financial Closure - (Clause 23 of the RfS, including subsequent amendments & clarifications)**

Details	Presently given in BESPA
Location	
Technology	
Certificate from all financial institutions	<p><b><u>In case of tie up through Bank / Financial Institutions: -</u></b></p> <p>Document from Bank / Financial Institutions certifying arrangement of necessary funds by way of sanction of Loan (to be enclosed as <b><u>Annexure-I</u></b>).</p> <p><b><u>In case of Internal Resources: -</u></b></p> <p>Copy of Board Resolution, Audited/Certified Balance sheet, Profit &amp; 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 <b><u>Annexure-I</u></b>).</p> <p><i>Performa for the cases where funding will be from Company other than Project Company is at 'A-1'.</i></p>

**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 BESPA 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 (Clause 38 of the RfS)**

- 3.1** 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**)
- 3.2** 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 RVUNL.

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

## **Appendix–I**

DRAFT OF Battery Energy Storage Purchase Agreement (BESPA) and Battery Energy Storage Sale Agreement (BESSA)

UPLOADED AS SEPARATE FILE.

## **Appendix A to E related to transparency in public procurement**

### **(Appendix-A)**

#### **Compliance with the Code of Integrity and no conflict of interest**

Any person participating in a procurement process shall –

- i. Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- ii. Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- iii. Not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- iv. Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- v. Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- vi. Not obstruct any investigation or audit of a procurement process;
- vii. Disclose conflict of interest, if any; and

Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

#### **Conflict of Interest**

The Bidder participating in a bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:-

- (a) Have controlling partners/ shareholders in common; or
- (b) Receive or have received any direct or indirect subsidy from any of them; or



- (c) Have the same legal representative for purposes of the Bid; or
- (d) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- (e) The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- (f) The Bidder or any of its affiliates participated as a Consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- (g) Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/Consultant for the contract.

**Seal & Signature of Bidder**

**(Appendix-B)**

**Declaration by the Bidder**

---

In relation to our Bid submitted to ..... [Designation and address of the procuring entity] for procurement of ..... [name of the works] in response to their Notice Inviting Bids No..... Dated

.....we hereby declare, that:

We are eligible and possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;

We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document;

We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;

We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition;

We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract.

Date:

Signature of Bidder

Place:

Name:

Designation:

Address

## **Grievance Redressal during Procurement Process (as per RTPP)**

The designation and address of the First Appellate Authority is *Chairperson Jaipur Discom*. The designation and address of the Second Appellate Authority is *Principal Secretary/Secretary Energy Dept, GoR*.

### **1. FILING AN APPEAL**

*If* any Consultant or prospective Consultant is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved

Provided that after the declaration of a Consultant as successful the appeal may be filed only by a Consultant who has participated in procurement proceedings:

*Provided* further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Consultant whose Technical Bid is found to be acceptable.

2. The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall Endeavour to dispose it of within thirty days from the date of the appeal.
3. If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Consultant or prospective Consultant or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Consultant or prospective Consultant or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

### **4. APPEAL NOT TO LIE IN CERTAIN CASES:**

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely

- (a) Determination of need of procurement;

- (b) Provisions limiting participation of Consultants in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.

## **5. FORM OF APPEAL**

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

## **6. FEE FOR FILING APPEAL**

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) Scheduled Bank in India payable in the name of concerned accounts authority or as specified in NIB/BDS.

## **7. PROCEDURE FOR DISPOSAL OF APPEAL**

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall, -
  - (i) Hear all the parties to appeal present before him; and
  - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating

to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

## **Appendix-C**

1. For site visits, bidders can contact and visit site during 10 AM to 7 PM on or before Pre-bid on their own.
2. The purpose of site visit is only for assessment of physical site conditions by the prospective Bidders. Prospective Bidders shall rely only on written clarifications/information/data issued by RVUNL corporate office. RVUNL will not be bound to any clarifications/information/data considered by prospective Bidders for tendering purpose which are not issued by RVUNL corporate office.
3. Representatives of prospective Bidders shall obey the safety guidelines during the site visit. For not obeying safety guidelines, it is the sole responsibility of the visitor for any consequences/eventuality happened at site.

## **GA Drawing, Single Line Diagram and Other Information**

(Available under separate link on e-Procurement Portal of Rajasthan and RVUN’s Website)

## **(Appendix -D)**

### **Additional Conditions of Contract**

#### **1. Correction of Arithmetical Errors**

Provided that a Financial Bid is substantially responsive, the procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:-

- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the sub totals shall prevail and the total shall be corrected; and
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited.

#### **2. Procuring Entity's Right to Vary Quantities**

- (a) At the time of award of contract, the quantity of Goods, works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (b) If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the conditions of contract.
- (c) In case of procurement of Goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity



shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of the last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding and the extra cost incurred shall be recovered from the Supplier/contractor.

### **3. Dividing quantities among more than one Bidder at the time of award**

(In case of procurement of Goods)

As a general rules all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

(Appendix-E)

**Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012**

Appeal No .....of .....

Before the ..... (First/Second Appellate Authority)

1. Particulars of appellant:

(I) Name of the appellant:

(II) Official address, if any:

(III) Residential address:

2. Name and address of the respondent(s):

(i)

(ii)

3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative...

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

.....

.....

.....(Supported by an affidavit)

7. Prayer:.....

.....

Place .....

Date .....

Appellant's

Signature:

**Note :**

1. Continuation sheets of like size and format may be used as per Bidder's requirements and annexed to this Schedule.

2. The deviations and variations, if any, shall be brought out separately for each of the item.

\*\*

## Annexure-F

### PROJECT LOCATION DETAILS

(Bidders are requested to contact RVUNL for further details, if required)

S.N	Name of GSS	Voltage Level	No. of Bays to be Utilized	BESS Capacity Proposed (MW/MWh)
1.	220 kV GSS Chattargarh, Bikaner	132 kV	2	200 MW/ 400 MWh
2.	220 kV GSS Badnu, Bikaner	132 kV	2	200 MW/ 400 MWh
3.	132 kV GSS, Pugal, Bikaner	132 kV	1	100 MW/ 200 MWh
4.	220 kV GSS Bhawad, Jodhpur	220 kV	1	300 MW/ 600 MWh
5.	220 kV GSS Bap, Jodhpur	132 kV	1	100 MW/200 MWh
6.	132 KV GSS at Palli, Jodhpur	132 kV	1	100 MW/ 200 MWh

Bidders may visit the above sites for analysis in detail before participating in the Bid.

SLDs/GA Drawings are uploaded separately on the website of RVUNL & procurement portal.

## **Annexure-G**

Details of Power System Development Fund (PSDF) scheme issued by Ministry of Power dated 09.06.2025 (Refer Clause 1 (k))

**STANDARD  
BATTERY ENERGY STORAGE PURCHASE AGREEMENT**

**FOR**

**PROCUREMENT OF \_\_\_\_\_MW/\_\_\_\_\_MWH**

**ON LONG TERM BASIS**

**Between**

**..... [Insert Name of BESSD]**

**And**

**Rajasthan Vidyut Utpadan Nigam Limited**

**..... [Insert month and year]**

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**SCHEDULE B: PERFORMANCE CRITERIA & CALCULATION UNDER BESPA**

This Battery Energy Storage Purchase Agreement is made on the .....[Insert date] day of .....[Insert month] of ..... [Insert year] at.....[Insert place]

Between

..... [Insert name of the BESSD], a Company incorporated under the Companies Act 1956 or Companies Act 2013, having its registered office at ..... [Insert address of the registered office of BESSD] (hereinafter referred to as “**Battery Energy Storage System Developer**” or “**Storage Project Developer**” or “**BESSD**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the **First Part**;

And

**Rajasthan Rajya Vidyut Utpadan Nigam Ltd, Department of Energy, Govt. of Rajasthan** having its office at Vidyut Bhawan, Janpath, Jyoti Nagar, Jaipur -302005 (**hereinafter referred to as “RVUNL” or “BIA” or “Procurer” or “Buyer”**), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assignees) as a Party of the **Second Part**;

AND WHERE AS the Ministry of Power, Government of India notification “F.No.09/13/2021/RCM dated 22-July-2022” stipulated the Renewable Purchase Obligation and Energy Storage Obligation trajectory till 2029-30” that the Obligated Entities may purchase Energy from BESS, PSP and any other promising commercially viable energy storage technology to fulfil their ESO at the tariff determined through Competitive Bidding.

The BESSD and RVUNL are individually referred to as ‘Party’ and collectively referred to as ‘Parties’.

WHEREAS:

- A. The Ministry of Power, Government of India has issued the “*Guidelines for Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services*” vide Resolution dated 10<sup>th</sup> March 2022, including subsequent amendments and clarifications thereof, if any, issued until \_\_\_\_\_ [Enter the last date of bid submission of the RfS].
- B. Rajasthan Rajya Vidyut Utpadan Nigam Ltd (hereinafter referred to as “RVUNL”), has been entrusted with the job of development of power projects under state sector, in the state along with operation & maintenance of state-owned power stations. Government of Rajasthan constituted the Rajasthan Rajya Vidyut Utpadan Nigam Ltd. (RVUNL) under Companies Act-1956 on 19th July, 2000.

The Nigam is since playing lead role in giving highest priority to the power generation for manifold and rapid development of the state. RVUNL has objectives to Plan, Develop and Operate its solar park(s) & solar projects in the State of Rajasthan under the Ministry of New & Renewable Energy (Hereafter referred to as MNRE) Scheme for Development of Solar Parks & Solar/RE Projects under Ministry of Power's Scheme for GENCOs.

RVUNL has been appointed by Energy Department of Rajasthan and RUVITSL as the BESS Implementing Agency for the projects included in this tender, and authorized to sign the BESPA on behalf of RUVITSL

- C. RVUNL had initiated a Tariff Based Competitive Bid Process for development of cumulative capacity of 1000 MW / 2000 MWh of STU connected Battery Energy Storage Project (s) (Project (s)) on the terms and conditions contained in the Request for Selection Documents (herein after referred to as '**RFS**') issued by RVUNL vide RfS No.....dated..... .
- D. RVUNL has issued the Letter of Award No..... dated.....in favor of the \_\_\_\_\_[Insert name of the Bidding Company] for development and establishment of the MW/ \_\_\_\_\_MWh of "Project" or "BESS" at a location provided at \_\_\_\_\_in the State as per the terms and conditions contained in the RfS, this BatteryEnergy Storage Purchase Agreement (BESPA) and other bidding documents as well as the conditions contained in the Letter of Award.
- E. **[Insert Name of the Bidding Company]** has been selected in the Competitive Bidding Process {in case Bidding Company is executing the Project through SPV}, has constituted a ..... **[Insert Name of the SPV]** (hereinafter referred to as '**BESSD**'), for development, and supply of BESS Capacity from the..... MW/ \_\_\_\_\_MWh of the Project / BESS to be established by BESSD in \_\_\_\_\_and for making available of such Battery Energy Storage Capacity to RVUNL.
- F. RVUNL has agreed to purchase such Battery Energy Storage Capacity from the BESSD as per the provisions of the RfS and as per the given provision of this Agreement.
- G. In terms of the RfS and the Bidding Documents, the BESSD has furnished the Performance Bank Guarantee/ Payment on Order Instrument in the sum of Rs.....in favour of RVUNL as per the format provided as a part of the Bidding Documents and a copy of the Bank Guarantee/ Payment on Order Instrument provided in Schedule – 1 to this Agreement.



- H. BESSD has fulfilled the terms of the RfS Documents and the terms of the Letter of Award for signing this Battery Energy Storage Purchase Agreement as a definitive agreement for developing the “Project” (or “BESS”) of.....MW/\_\_\_\_\_MWh at \_\_\_\_\_for making available Battery Energy Storage Capacity by the BESSD to RVUNL to enable charging and discharging through various modes as mentioned at “E” above.
- I. Viability Gap Funding: Projects selected under this RfS shall be eligible for grant of Central Financial Assistance in the form of Viability Gap Funding (VGF), through Power System Development Fund (PSDF) scheme issued by Ministry of Power on 09.06.2025. VGF shall be passed on to the BESS Developers as per the terms & condition and modalities detailed in the PSDF Scheme (Annexure-G of RfS). The VGF will be disbursed through the RVUNL.
- J. The parties have agreed to execute this Battery Energy Storage Purchase Agreement in terms of the provisions of the RfS, the bidding documents and the Letter of Award in regard to the terms and conditions for development of the Project at ....., [Insert name of state] on Build, Own Operate basis and for making available such Battery Energy StorageCapacity by the BESSD to RVUNL.

**Now therefore, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the Parties as follows:**

## ARTICLE 1: DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

The terms used in this Agreement, unless as defined below or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 and the rules or regulations framed there under, including those issued / framed by the Appropriate Commission (as defined hereunder), as amended or re-enacted from time to time.

“Act” or “Electricity Act, 2003”	shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;
“Adjusted Equity”	<p>shall mean the Equity funded in Indian Rupees and adjusted on the first day of the current month (the “Reference Date”), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in Wholesale Price Index (WPI), and for any Reference Date occurring between the first day of the month of Appointed Date (the date of achievement of Financial Closure) and the Reference Date;</p> <p>a. On or before Commercial Operation Date (COD), the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and Reference Date;</p> <p>b. An amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the “Base Adjusted Equity”);</p>

	<p>c. After COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by X% (wherein <math>X=100\% / (12 * \text{Term of BESPA})</math>) thereof at the commencement of each month following the COD and the amount so arrived at shall be revised to the extent of variation in WPI occurring between the COD and the Reference Date;</p> <p>For the avoidance of doubt, the Adjusted Equity shall, in the event of termination, be computed as on the Reference Date immediately preceding the Transfer Date; provided that no reduction in the Adjusted Equity shall be made for a period equal to the duration, if any, for which the BSPA period is extended, but the revision on account of WPI shall continue to be made.</p>
"Agreement" or "Battery Energy Storage Purchase Agreement" or "BESPA"	shall mean this Battery Energy Storage Purchase Agreement including its recitals and Schedules, amended or modified from time to time in accordance with the terms hereof;
"Appropriate Commission"	Unless otherwise stated, Appropriate Commission shall mean Rajasthan Electricity Regulatory Commission (RERC);
"Battery Energy Storage Project" or "Project" or "BESS PROJECT", "Battery Energy Storage Systems" or "BESS"	<p>shall mean the system(s)/projects of .....[Insert capacity] MW/ .....MWh, located at ..... [Insert name of the place] in .... [Insert name of the District and State] having a separate control system, metering and single point of injection into the grid at Delivery/Interconnection/Metering point and utilizing methods and technologies such as electrochemical batteries (Lead Acid, Li-ion, solid state batteries, flow batteries etc.), providing a facility that can store energy and deliver the stored energy in the form of electricity, including ancillary facilities (grid support, for example).</p> <p>It also includes all units and auxiliaries, Battery Energy Management System including associated applications / software; bay/s for transmission system in the switchyard, dedicated transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility; whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of above mentioned Battery Energy Storage Capacity as per this Agreement;</p>

"Bill Dispute Notice"	shall mean the notice issued by a Party raising a Dispute regarding a Monthly Bill or a Supplementary Bill issued by the other Party;
"Business Day"	shall mean with respect to BESSD and RVUNL, a day other than Saturday or Sunday or a statutory holiday, on which the banks remain open for business.
"Buying Entity"	shall mean RVUNL who agreed to avail the Battery Energy Storage Capacity for charge and discharge of BESS through combination of a) Sale through power exchange b) Bilateral tie up with Discoms c) Sale through TRAS Ancillary Services;
"CERC"	shall mean the Central Electricity Regulatory Commission of India, constituted under sub – section (1) of Section 76 of the Electricity Act, 2003, or its successors;
"STU" or "State Transmission Utility"	shall mean the Government Company notified by the State Government (referred as RVPNL) as per the provisions outlined in the Electricity Act 2003. RVPNL is deemed as the state transmission utility (STU) by the Rajasthan Government.
"Change in Law"	shall have the meaning ascribed thereto in Article 12 of this Agreement;
"Charging Power"	Shall mean the requirement of energy to charge the contracted capacity and additional energy considering minimum system efficiency as per clause 4.4.2 (C). Charging power shall be provided by RVUNL/Procurer under this agreement.
"Change in Law"	shall have the meaning ascribed thereto in Article 12 of this Agreement;
"Commissioning"	The Project will be considered as commissioned if all equipment as per rated Project Capacity has been installed, synchronized with Grid demonstrated all required parameters as per procedure in Schedule 3 of this Agreement.
"Commercial Operation Date (COD)"	shall mean the date of next day on which the Project Capacity or the last part capacity of the Project (as the case may be) has achieved successful commissioning (as per provisions of this Agreement and RfS Documents).
"Competent Court of Law"	shall mean any court or tribunal or any similar judicial or quasi-judicial body in India that has jurisdiction to adjudicate upon issues relating to this Agreement;
"Consents, Clearances and Permits"	shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the Project and providing energy storage facility under this Agreement;

"Consultation Period"	shall mean the period of ninety (90) days or such other longer period as the Parties may agree, commencing from the date of issuance of a BESSD Preliminary Default Notice or RVUNL Preliminary Default Notice as provided in Article 13 of this Agreement, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances;
"Contract Year"	shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that: (i) in the financial year in which the Scheduled Commissioning Date 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 end on the immediately succeeding March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and (ii) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement
"Contracted Capacity"	shall mean ..... MW/_____MWh, which is the Energy Storage Capacity contracted with RVUNL for supply by the BESSD to RVUNL at the Delivery Point from the Project.  Moreover, it is clarified that the Project Capacity, i.e._____MW (Insert the Project Capacity) shall not be capacity demonstrated under any other tender concluded by any Central or State Agency as on the last date of bid submission of this RfS.
"Controlling Shareholding"	shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium.
"Day"	shall mean a day, if not a Business Day, the immediately succeeding Business Day.

<p>“Debt Due”</p>	<p>shall mean the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date:</p> <ol style="list-style-type: none"> <li>a. The principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the ‘Principal’) but excluding any part of the principal that had fallen due for repayment 2 (two) years prior to the Transfer Date;</li> <li>b. All accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in sub-clause (a) above until the Transfer Date but excluding: (i) any interest, fees or charges that had fallen due 2 (two) years prior to the Transfer Date, (ii) any penal interest or charges payable under the Financing Agreements to any Senior Lender, (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Procurer Default, and (iv) any Subordinated Debt which is included in the Financial Package and disbursed by equity investors or their Affiliate for financing the Total Project Cost.</li> <li>c. Provided that if all or any part of the Debt Due is convertible into Equity at the option of Senior Lenders and/or the Concessionaire, it shall for the purposes of this Agreement be deemed not to be Debt Due even if no such conversion has taken place and the principal thereof shall be dealt with as if such conversion had been undertaken. Provided further that the Debt Due, on or after COD, shall in no case exceed 80% (eighty percent) of the Total Project Cost.</li> </ol> <p>In case of a) above, in case of provision of Bullett repayment, repayment shall be considered on pro-rata basis for the loan tenure/ repayment period after COD.</p>
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<p>“Delivery Point”</p>	<p>shall mean the interconnection point at the voltage level of [Insert Voltage level] of the RVPN transmission network including the dedicated transmission line (if any) connecting the Project with the substation system as specified in the RfS document.</p> <p>Metering shall be done at this interconnection point where the power is injected into / drawn. For interconnection with grid and metering, the BESSD shall abide by the relevant and applicable regulations, Grid Code notified by the CERC/RERC or (and) Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time, or orders passed thereunder by the appropriate commission or CEA.</p> <p>Subject to provisions of this Agreement, for the Contracted Capacity, all charges and losses for charging, storing of energy and offtake of power shall be to the account of the RVUNL. However, the grid operation related charges e.g. deviation settlement mechanism charges, reactive power charges etc. at the delivery point shall be borne by the BESSD;</p>
<p>“Dispute”</p>	<p>shall mean any dispute or difference of any kind between RVUNL and the BESSD, in connection with or arising out of this Agreement including but not limited to any issue on the interpretation and scope of the terms of this Agreement as provided in Article 16 of this Agreement;</p>
<p>"Due Date"</p>	<p>shall mean the forty fifth <b>(45<sup>th</sup>)</b> day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by the RVUNL or, if such day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by the RVUNL.</p>
<p>“Effective Date”</p>	<p>shall have the meaning ascribed thereto in Article 2.1 of this Agreement;</p>

"Electricity Laws"	shall mean the Electricity Act, 2003 and the rules and regulations made there under from time to time along with amendments thereto and replacements thereof and any other Law pertaining to electricity including regulations framed by the Appropriate Commission;
"Energy Accounts"	<p>shall mean the regional energy accounts/state energy accounts as specified in the Grid Code issued by the appropriate agency for each Month (as per their prescribed methodology), including the revisions and amendments thereof or where such regional energy accounts/ state energy accounts are not available, Joint MeterReading (JMR) may be considered;</p> <p>RVUNL reserves the right to choose from any of the above;</p>
"Event of Default"	shall mean the events as defined in Article 13 of this Agreement;
"Expiry Date"	Shall mean the date occurring as on fifteen (15) years from the Scheduled Commissioning Date (SCD) or the date of full commissioning of the Project, whichever is later, subject to the condition that the storage capacity shall be made available to RVUNL for a period <b>upto 15 years</b> from the from the Scheduled Commissioning Date (SCD) or the date of full commissioning of the Project, whichever is later, unless extended (maximum upto 5 years) by the Parties as per this Agreement;
"Financial Closure"	shall mean compliance with the requirements under Article 3.1 of this Agreement;
"Financing Agreements"	shall mean the agreements pursuant to which the BESSD has sought financing for the Project including the loan agreements, security documents, notes, indentures, security agreements, letters of credit and other documents, as may be amended, modified, or replaced from time to time, but without in anyway increasing the liabilities of RVUNL;
"Force Majeure" or "Force Majeure Event"	shall have the meaning ascribed thereto in Article 11 of this Agreement;
"Guidelines" or "Scheme"	shall mean the Guidelines for "Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services" issued by the Ministry of Power vide Gazette Resolution dated 10 <sup>th</sup> March 2022, including subsequent amendments and clarifications, issued until the last date of bid submission of the referred RfS.
"Grid Code" / "IEGC" or "State Grid Code"	shall mean the Grid Code specified by the CERC under Clause (h) of Sub-section (1) of Section 79 of the Electricity Act, as amended from time to time, and/or the State Grid Code as specified by the concerned State Commission, referred under Clause (h) of Sub-section (1) of Section 86 of the Electricity Act 2003, as applicable;



ISTS	shall mean the Inter-State Transmission System;
"Indian Governmental Instrumentality"	shall mean the Government of India, Governments of state(s)..... [Insert the name(s) of the state(s) in India, where the Power Project, RVUNL and BESSD are located] and any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or the state Government(s) or both, any political sub- division of any of them; including any court or Appropriate Commission(s) or tribunal or judicial or quasi-judicial body in India;
"Insurances"	shall mean the insurance cover to be obtained and maintained by the BESSD in accordance with Article 8 of this Agreement;
"Interconnection Facilities"	shall mean the facilities on BESSD's side of the Delivery Point for scheduling, transmitting and metering the electrical output in accordance with this Agreement and which shall include, without limitation, all other transmission lines and associated equipment, transformers, relay and switching equipment and protective devices, safety equipment and RTU, Data Transfer and Acquisition facilities for transmitting data subject to Article 7, the Metering System required for supply of power as per the terms of this Agreement;
"Invoice" or "Bill"	shall mean either a Monthly Bill / Supplementary Bill or a Monthly Invoice/ Supplementary Invoice raised by any of the Parties;
"Joint Control"	shall mean a situation where none of the promoter shareholders has more than 50% shareholding in the paid-up share capital and voting rights in the BESSD, and the control is exercised jointly;
"Late Payment Surcharge"	shall have the meaning ascribed thereto in Article 10.3.3 of this Agreement;
"Law"	shall mean in relation to this Agreement, all laws including Electricity Laws in force in India and any statute, ordinance, regulation, notification or code, rule, or any interpretation of any of them by an Indian Governmental Instrumentality and having force of law and shall further include without limitation all applicable rules, regulations, orders, notifications by an Indian Governmental Instrumentality pursuant to or under any of them and shall include without limitation all rules, regulations, decisions and orders of the Appropriate Commissions;
"Letter of Credit" or "L/C"	shall have the meaning ascribed thereto in Article 10.4 of this Agreement;
"MNRE"	shall mean the Ministry of New and Renewable Energy, Government of India;
"MOP"	shall mean the Ministry of Power, Government of India;
"Month"	shall mean a period of thirty (30) days from (and excluding) the date of the event, where applicable, else a calendar month;

"Monthly Availability"	For a particular Contract month "Monthly Availability" shall be the average availability of the Contracted BESS capacity during that particular Contract month, calculated as per the RfS ;
"Party" and "Parties"	shall have the meaning ascribed thereto in the recital to this Agreement;
"Payment on Order Instrument" or "POI"	shall mean the irrevocable unconditional letter of undertaking issued by either of the three institutions, viz., (i) Indian Renewable Development agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited., as an alternative to submission of Performance Bank Guarantee by the BESSD to RVUNL, issued in the form attached hereto as Schedule 2;
"Payment Security Mechanism"	shall have the meaning ascribed thereto in Article 10.4 of this Agreement;
"Performance Bank Guarantee" or "PBG"	shall mean the irrevocable unconditional bank guarantee, submitted by the BESSD to RVUNL in the form attached hereto as Schedule1;
"Preliminary Default Notice"	shall have the meaning ascribed thereto in Article 13 of this Agreement;
"Project Capacity"	Shall mean [Insert the capacity] MW/ _____MWh [as per LOA] of BESS, which [Insert name of BESSD] is required to Build Own Operate and supply such Battery Energy Storage Capacity as per provisions of this Agreement read harmoniously with RfS Documents and LOA.
"Prudent Utility Practices"	shall mean the practices, methods and standards that are generally accepted internationally from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation and maintenance of Energy Storage System equipment and which practices, methods and standards shall be adjusted as necessary, to take account of: a) operation and maintenance guidelines recommended by the manufacturers of the plant and equipment to be installed / used for the Project Battery Energy Storage Project; b) the requirements of Indian Law; and the physical conditions at the site of the Project; c) Installation, Operation, Maintenance and Safety Guidelines / Rules / Regulations for BESS/ Projects / Power Projects issued by Central Government Instrumentality;
"RBI"	shall mean the Reserve Bank of India;
"Rebate"	shall have the same meaning as ascribed thereto in Article 10.3.4 of this Agreement;

"RPC"	shall mean the relevant Regional Power Committee established by the Government of India for a specific region in accordance with the Electricity Act, 2003 for facilitating integrated operation of the power system in that region;
"Rupees", "Rs.", "₹"	shall mean Indian rupees, the lawful currency of India;
"RUVITSL"	Shall mean Rajasthan Urja Vikas and IT Services Limited
"RVPN"	Shall mean Rajasthan Vidyut Prasaran Nigam
"RVUNL"	Shall mean Rajasthan Rajya Vidhyut Utpadan Nigam Limited
SLDC	shall mean the State Load Dispatch Center of the Rajasthan State established under Sub-section (1) of Section 31 of the Electricity Act 2003;
SLDC Charges	Shall mean the charges levied by the SLDC
"Scheduled Commissioning Date" or "SCD" of the Project	shall mean ..... [Insert Date]; in relation to the contracted capacity or the part of the contracted capacity, shall mean the date(s) corresponding to the date of commencement of supply of quoted storage capacity in the RfS (Request for Selection) (i.e. not more than 18 months from the date of signing of BESPA or as extended in terms of the provisions of this agreement).
"SERC"	shall mean the Electricity Regulatory Commission of any State in India constituted under Section-82 of the Electricity Act, 2003 or its successors, and includes a Joint Commission constituted under Subsection (1) of Section 83 of the Electricity Act 2003;
"Tariff" or "Applicable Tariff"	Shall have the same meaning as provided for in Article 9 of this Agreement;
"Tariff Payment"	shall mean the payments to be made under Monthly Bills as referred to in Article 10 and the relevant Supplementary Bills;
"Termination Notice"	shall mean the notice given by either Parties for termination of this Agreement in accordance with Article 13 of this Agreement;
"Term of Agreement"	shall have the meaning ascribed thereto in Article 2 of this Agreement;
"Trading Margin"	shall mean the facilitation charges in the form of margin on procurement and supply of Contracted Capacity from the BESS to the Buying Entity by the Intermediary
"Unit/ Part Commissioning"	Subject to the compliance of conditions / procedure as detailed under Schedule-3 of this Agreement, Unit / Part Commissioning shall mean the Energy Storage Power Capacity (AC MW/ AC MWh) to be commissioned as per provisions of this Agreement and RfS document. Subject to other applicable provisions, the minimum part commissioning capacity for the 1 <sup>st</sup> part will be 50 MW/100 MWh. The total number of installments / phases / parts in which a Project can be commissioned will be not more than 3, i.e., 1 <sup>st</sup> Part of minimum 50 MW and 2 subsequent parts.

"Unit Commercial Operation Date (UCOD)"	shall mean the date of the next day of commissioning of the respective part(s) of the Battery Energy Storage Project subsequent to the demonstration of the compliance of commissioning as per this Agreement and witnessed by the Committee (as applicable) duly constituted and also start of injection / drawl and scheduling of power from the BESS at the Delivery Point and availability / installation of all necessary arrangements / equipment including RTU for scheduling of power generated from the Project and transmission of data to the concerned authority as per applicable regulation;
Viability Gap Funding	Viability Gap Funding is financial support as per MoP's PSDF scheme
(VGF)	Cost for BESS to be provided by the Central Government to BESSD through Implementing Agency. The VGF shall be a non-recurring expenditure and shall be fully funded from central grant. VGF amount eligible for BESS Developer is limited to the amount calculated @Rs. 18,00,000/MWh (Rupees Eighteen Lakhs per MWh).
"Week"	shall mean a calendar week commencing from 00:00 hours of Monday, and ending at 24:00 hours of the following Sunday;

## **1.2 Interpretation**

Save where the contrary is indicated, any reference in this Agreement to:

1.2.1 "Agreement" shall be construed as including a reference to its Schedules and/or Appendices and/or Annexures;

1.2.2 An "Article", a "Recital", a "Schedule" and a "paragraph / clause" shall be construed as a reference to an Article, a Recital, a Schedule and a paragraph/clause respectively of this Agreement;

1.2.3 A "crore" means a reference to ten million (10,000,000) and a "lakh" means a reference to one tenth of a million (1,00,000);

1.2.4 An "encumbrance" shall be construed as a reference to a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect;

1.2.5 "Indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;

1.2.6 A "person" shall be construed as a reference to any person, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests;

1.2.7 "Rupee", "Rupees", "Rs" or new rupee symbol "₹" shall denote Indian Rupees, the lawful currency of India;

1.2.8 The "Winding-up", "dissolution", "insolvency", or "reorganization" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the Law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, Winding- up, reorganization, dissolution, arrangement, protection or relief of debtors;

1.2.9 Words importing the singular shall include the plural and vice versa;

1.2.10 This Agreement itself or any other agreement or document shall be construed as a reference to this or to such other agreement or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented;

- 1.2.11 A Law shall be construed as a reference to such Law including its amendments or re- enactments from time to time;
- 1.2.12 A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time;
- 1.2.13 Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part;
- 1.2.14 The tables of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement;
- 1.2.15 All interest, if applicable and payable under this Agreement, shall accrue from day to day and be calculated on the basis of a year of three hundred and sixty-five (365) days;
- 1.2.16 The words “hereof” or “herein”, if and when used in this Agreement shall mean a reference to this Agreement;
- 1.2.17 The terms “including” or “including without limitation” shall mean that any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided;
- 1.2.18 This Agreement and other documents such as Request for Selection Documents, Guidelines including subsequent clarifications, amendments and further clarifications in regard to the tender shall be read in conjunction with each other and interpreted in harmonious manner. However, in case of any mismatch/contradiction between provisions of different documents, following shall be the order of precedence:
1. Battery Energy Storage Purchase Agreement
  2. RfS Document & Letter of Award
  3. Lease Agreement

## **ARTICLE 2: TERM OF AGREEMENT**

### **2.1      *Effective Date***

2.1.1 This Agreement shall come into effect from the date of signing by both parties and such date shall be referred to as the Effective Date.

2.1.2 The Parties agree that decisions pertaining to adoption of the Tariff and approval of the same, for procurement of Contracted Capacity, shall be binding on all Parties concerned, as contained in the Electricity Act, 2003 and any amendments thereof.

### **2.2      *Term of Agreement***

2.2.1 Subject to Article 2.3 and 2.4 of this Agreement, this Agreement shall be valid for a term from the Effective Date until the Expiry Date. This Agreement may be extended for a further period, at least one hundred eighty (180) days prior to the Expiry Date, on mutually agreed terms and conditions.

2.2.2 At the end of the 7th Contract Year after COD, the BESSD would be required to demonstrate the operational residue BESS capacity of a value not less than 86% of the Project Capacity. Such capacity demonstration shall be made by the BESSD in the beginning of the 8th Contract Year as per the procedure for capacity demonstration detailed under Commissioning Procedure and shall be witnessed by a Committee having RVUNL's representatives.

2.2.3 In case BESSD fails to demonstrate operational residue capacity of a minimum value as per Article 2.2.2 above, BESSD, at its own risk and cost, shall augment the BESS capacity to meet the minimum criteria as per Article 2.2.2 above, within 180 days of demonstration made as per Article 2.2.2 above, failing which, cost estimated by the RVUNL through a competitive bidding process for such augmentation of BESS shall be recovered from the tariff payable for the balance Term. Tariff payments as per Article 9 will not be applicable for the above period of rectification. Moreover, in case of non- payment of any aforementioned balance dues / compensation / penalty, RVUNL may debar the BESSD and Bidding Company including its Group Companies from participating for a period of 2 years in any of the Bidding Process conducted by the Procurer.

### **2.3      *Early Termination***

2.3.1 This Agreement shall terminate before the Expiry Date if either RVUNL or BESSD terminates the Agreement, pursuant to Article 13 of this Agreement.

## **2.4      *Survival***

2.4.1 The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under this Agreement, including the right to receive penalty as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Article 11 (Force Majeure), Article 13 (Events of Default and Termination), Article 14 (Liability and Indemnification), Article 16 (Governing Law and Dispute Resolution), Article 17 (Miscellaneous Provisions), and other Articles and Schedules of this Agreement which expressly or by their nature survive the Term or termination of this Agreement shall continue and survive any expiry or termination of this Agreement.



## ARTICLE 3: CONDITIONS SUBSEQUENT

### 3.1 Satisfaction of conditions subsequent by the BESSD

The BESSD agrees and undertakes to duly perform and complete all of the following activities at its own cost and risk unless such completion is affected by any Force Majeure event, or for the activities specifically waived off in writing by RVUNL:

- (i) BESSD shall sign Right-to-Use/Land Lease/Sub-Lease Agreement with \_\_\_\_\_ immediately, but not later than 60 days after Effective Date of BESP.A.
- (ii) BESSD at its own cost and risk by.....[Enter the date as on Nine (09) Months after the Effective Date] shall make Project financing arrangements (i.e. *arrangement of necessary funds by the Battery Energy Storage System Developer towards 100 % project cost either by way of commitment of funds by the Company from its internal resources (by a resolution passed by the Board of Directors) and/or tie up of funds through a bank/financial institution by way of sanction of a loan or firm commitment letter agreeing to finance*) for Projects(s) and shall provide necessary certificates to RVUNL in this regard;
- (iii) Detailed Project Report (DPR) of the Project, detailing out project configuration and proposed commissioning schedule of the Project.
  - a) The BESSD shall also submit to RVUNL the relevant documents as stated above, complying with the Conditions Subsequent, within Nine (09) months from the Effective Date.
  - b) The BESSD will have to submit the required documents to RVUNL at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, RVUNL shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.

### 3.2 Consequences of non-fulfillment of conditions subsequent and financial closure

3.2.1 In case of a failure to submit the documents as above, RVUNL shall encash the Performance Bank Guarantee/Payment on Order Instrument submitted by the BESSD, terminate this Agreement and remove the Project from the list of the selected Projects by giving a notice to the BESSD in writing of at least seven (7) days, unless the delay is on account of delay in allotment of Land not owing to any action or inaction on the part of the BESSD or caused due to a Force Majeure. Unless extended as per provisions of Article 3.2.1 (i) of this Agreement

in writing, the termination of the Agreement shall take effect upon the expiry of the 7th day of the above notice.

In case delay in signing of Right-to-Use/Land Lease/Sub-Lease Agreement is due to reasons not attributable to BESSD, then the deadline to fulfil Conditions Subsequent will be extended commensurate with the delay in signing of Land Use/Right-to-Use/Sub-Lease Agreement beyond the deadline as per Article 3.1(i) above.

- 3.2.1 (i) An extension, without any impact on the Scheduled Commissioning Date, can however be considered, on the sole request of BESSD, on payment of Rs. 1000/- per day per MW to RVUNL. Such extension charges are required to be paid to RVUNL in advance, for the period of extension required. In case of any delay in depositing this extension charge, BESSD shall pay an interest on this extension charge for the days lapsed beyond due date of Financial Closure @ SBI-MCLR (1Year) plus five percent. In case such delay in making payment of the extension charges to RVUNL is more than 7 days, the termination of the Agreement shall take effect pursuant to issuance of termination notice of 7 days which may be issued by RVUNL.

In case of the BESSD meeting the requirements of conditions subsequent and financial closure before the last date of such proposed delay period, the remaining amount deposited by the BESSD shall be returned by RVUNL without interest. This extension will not have any impact on the Scheduled Commissioning Date. Any extension charges paid so by the BESSD, shall be returned to the BESSD without any interest on achievement of successful commissioning within the Scheduled Commissioning Date, on pro-rata basis, based on the project capacity commissioned as on Scheduled Commissioning Date. However, in case the BESSD fails to commission the Contract Capacity by Scheduled Commissioning Date, the extension charges deposited by the BESSD shall not be refunded by RVUNL.

- 3.2.2 For the avoidance of doubt, it is clarified that this Article shall survive the termination of this Agreement.
- 3.2.3. In case of inability of the BESSD to fulfil the conditions specified in Article 3.1 due to any Force Majeure event, the time period for fulfilment of the Conditions Subsequent and Financial Closure as mentioned in Article 3.1, shall be extended for the period of such Force Majeure event.
- 3.2.4 Provided that due to the provisions of this Article 3.2.1, any increase in the time period for completion of conditions subsequent and financial closure mentioned

under Article 3.1, shall not lead to an equal extension in the Scheduled Commissioning Date.

### **3.3 Performance Bank Guarantee/ Payment on Order Instrument/Surety Bond**

3.3.1 The Performance Bank Guarantee (PBG)/Payment on Order Instrument (POI)/Surety Bond having validity from the date of submission of PBG/ POI until 9 months after the SCD submitted for a value of INR 5.2 Lakhs/MWh (being a genuine pre-estimate as agreed by the Parties) to be furnished under this Agreement shall be for guaranteeing the commencement of the supply (injection / drawl) of power / energy up to the Project Capacity within the time specified in this Agreement as per Schedule 1.

3.3.2 The failure on the part of the BESSD to furnish and maintain the Performance Bank Guarantee/ POI shall be a material breach of the term of this Agreement on the part of the BESSD.

3.3.3 If the BESSD fails to commence supply of power from the Scheduled Commissioning Date specified in this Agreement or any further extension thereof granted by RVUNL, subject to conditions mentioned in Article 4.5, RVUNL shall encash the Performance Bank Guarantee/ POI equivalent to the amount calculated as per liquidated damages applicable under Article 4.6 as on the date of encashment without prejudice to the other rights of RVUNL under this Agreement.

3.3.4 BESSD acknowledges and accepts that the amount of the Performance Bank Guarantee and the methodology specified herein above for calculation of the compensation payable for non fulfillment of conditions subsequent within the stipulated time as well as non commencement of supply within the stipulated time is a genuine and accurate pre-estimation of the actual loss that will be suffered by RVUNL. BESSD further acknowledges and accepts that a breach of any of the obligations contained herein result in injuries and that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this document is a genuine and reasonable pre estimate of the damages that may be suffered by RVUNL in each case specified under this Agreement.

### **3.4 Return of Performance Bank Guarantee/ Payment on Order Instrument/Surety Bond**

3.4.1 Subject to Article 3.3, RVUNL shall return / release the Performance Bank Guarantee/ Payment on Order Instrument within 9 months after the successful Commissioning of the Project after taking into account any liquidated damages / penalties due to delays in commissioning as per provisions stipulated in this Agreement.

3.4.2 The return / release of the Performance Bank Guarantee/ Payment on Order Instrument/surety bond shall be without prejudice to other rights of RVUNL under this Agreement.

## **ARTICLE 4: CONSTRUCTION & DEVELOPMENT OF THE PROJECT**

### **4.1 BESSD's Obligations**

4.1.1 The BESSD undertakes to be responsible, at BESSD's own cost and risk, for the following:

- a) The BESSD shall be solely responsible and make arrangements for associated infrastructure for development of the Project and for Connectivity till Delivery Point as per provisions of RfS for confirming the evacuation of power by the Scheduled Commissioning date and all clearances related thereto. However, it is clarified that the Project shall be interconnected with the RVPN transmission network. Connectivity has been assured to be provided to the BESSD, and necessary applications in this regard, will be required to be made by the BESSD. All the requisite costs associated including fees with obtaining connectivity shall be borne by the BESSD.
- b) Obtaining all Consents, Clearances and Permits as required and maintaining all Consents, Clearances and Permits in full force and effect during the Term of this Agreement. RVUNL shall have no obligation to recommend to any department/agency or the Govt. for the grant/permission for the Project. The BESSD shall, on his own, obtain permissions/ sanctions from Government authorities, if any required for establishing and operating (including for Charging and Discharging from BESS) the project. Any steps that may be taken by RVUNL in regard to grant of such consents and permits or any other approval to be taken by the BESSD shall only be a voluntary endeavour with no intention of being bound by any legal or binding obligation.
- c) Designing, constructing, erecting, commissioning, completing and testing the Project in accordance with the applicable Law, the Grid Code, the terms and conditions of this Agreement and Prudent Utility Practices.
- d) the commencement of charging & discharging of power / energy up to the Contracted Capacity to RVUNL no later than the Scheduled Commissioning Date and continuance of the charging & discharging of power throughout the term of the Agreement;
- e) connecting the Project switchyard with the Interconnection Facilities at the Delivery Point; The BESSD shall make adequate arrangements to connect the Project switchyard with the Interconnection Facilities at Interconnection / Metering Point / Delivery Point.
- f) owning the Project throughout the Term of Agreement free and clear of encumbrances, except those expressly permitted under Article 15.

- g) maintaining its shareholding pattern as per provisions of the RfS Document.
- h) fulfilling all other obligations required to be undertaken by the BESSD under this Agreement for development of Project in Build, Own, Operate basis and supply of BESS Capacity during Term of this Agreement and as per provisions of this Agreement, RfS and LOA.
- i) The BESSD shall be responsible for directly coordinating and dealing with RVUNL, Load Dispatch Centres, Regional Power Committees, and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of Stored Energy Capacity and due compliance with deviation and settlement mechanism and the applicable Grid code/State/Central Regulations, acknowledging that the BESSD and RVUNL are the Grid connected entities in respect of the Battery Energy Storage Capacity contracted under this Agreement.
- j) The BESSD shall fulfil the technical requirements according to criteria mentioned under Annexure A–Technical requirement for Project under the Guidelines and RfS.
- k) Further, the Project being implemented under this Agreement shall fulfil the criteria as per Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, and subsequent amendments and clarifications thereof,
- l) As part of scheduling of power / energy from / to the Project for discharging / charging, the BESSD will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces of SLDC for the corridor of power flow, , as per the Regulations in force, under intimation to RVUNL. RVUNL may facilitate in identification of any discrepancy and assist the BESSD for its early rectification without any liability on RVUNL. The BESSD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices / penalty.
- m) In case of bilateral tie-up with discom, the BESSD shall apply for drawl NOC(s) from the respective STU(s) of the State /RLDC as per the power mapping provided by RVUNL.
- n) BESSD will have to comply with the Charging and Discharging Schedule as intimated by RVUNL. Frequent deviations from schedule by BESSD on account of commercial gain shall be considered under the material breach of this agreement.

## **4.2 Information regarding Interconnection Facilities**

- 4.2.1 The BESSD shall be required to obtain all information from the STU /concerned authority with regard to the Interconnection Facilities as is reasonably necessary to enable it to design, install and operate all interconnection facilities on the BESSD's side of the Delivery Point to enable injection / drawl of electricity at the Delivery Point. The transmission of power / energy to / from up to the point of interconnection where the metering is done for energy accounting shall be the responsibility of the BESSD at its own cost.
- 4.2.2 Penalties, fines and charges imposed by the STU under any statute or regulation in relation to delay in commissioning of Project shall be payable by the BESSD and there shall be no recourse to RVUNL.
- 4.2.3 The responsibility of getting connectivity with the transmission system up to the Interconnection Point, will lie with the BESSD. The transmission of power up to the point of interconnection where the metering is done for energy accounting shall be the responsibility of the BESSD at his own cost. The maintenance of Transmission system up to the designated point as per the applicable terms and conditions shall be the responsibility of the BESSD. All costs, charges and losses up to and including at the Interconnection Point associated with this arrangement will also be borne by the BESSD.
- 4.2.4 Not Used.
- 4.2.5 The arrangement of connectivity shall be made by the BESSD through a dedicated transmission line, if applicable. The entire cost of transmission including cost of construction of line, any other charges, losses etc. from the Project up to the Interconnection Point will be borne by the BESSD.
- 4.2.6 Treatment of STU Charges and losses (if any) shall be as per the extant regulation / orders / guidelines of Government of Rajasthan.
- 4.2.7 Not Used.
- 4.2.7.1 Not used.
- 4.2.7.2 Following studies may be conducted (not limited to below) by BESS Developer(s) in this regard:
- i. Harmonic studies considering network and BESS system along with flicker studies
  - ii. Transient and dynamic studies
  - iii. Small signal stability studies
  - iv. Sub-Synchronous Oscillations/ Sub-Synchronous Resonance / Sub-Synchronous Torsional Interaction studies
  - v. Sub-synchronous control interactions studies between different converter based equipment.
  - vi. Any other studies stipulated.
- 4.2.7.3 In addition, BESS system shall need comply to requirements/performance

parameters stipulated in Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 and its amendments.

#### **4.2.7.4 Communication Equipment Requirement at BESS end:**

BESSD will provide UGFO/Approach cable (having minimum 12 Fibers) from BESS end to the\_\_\_\_\_substation control room.

BESSD will provide FOTE (STM-16) terminal equipment, FODP and PMU at the BESS end.

#### **4.2.7.5. Communication Equipment Requirement at STU end:**

A. At STU station (Option-1: In case BESSD opts for bay under its scope): BESSD will provide FOTE (STM-16), FODP and approach cable at STU station at its bay kiosk and shall also provide suitable optical interface at \_\_\_\_\_Substation FOTE for local patching.

B. At STU station (Option-2: In case bays are under STU): BESS Developer to provide suitable optical interface at\_\_\_\_\_Substation FOTE for integration.

### **4.3 Purchase and sale of Contracted Capacity**

4.3.1 Subject to the terms and conditions of this Agreement, the BESSD undertakes to sell to RVUNL and RVUNL undertakes to pay Applicable Tariff as per this Agreement for the Battery Energy Storage Capacity upto the Contracted Capacity at the Delivery Point.

### **4.4 Right to Project Capacity**

4.4.1 RVUNL, in any Contract Year, shall not be obliged to off-take any capacity beyond / over and above Contracted Capacity. Moreover, during a day in any Contract year, BESSD shall not be asked as well as BESSD shall not be allowed to schedule for more than 2 Cycles / day. For the purpose of this Agreement, Cycle shall mean charging of the BESS upto the Contracted capacity followed by discharge of such stored energy including any intervening resting period as specified in the RfS Document. The BESSD shall not use the Contracted Capacity for any purpose other than that specified in this Agreement.

For example, for the Contracted Capacity of 150 MW, the BESPA shall entitle the off-taker to schedule discharge upto 300 MWh of energy from the BESS in each cycle, subject to the following:

- i. RVUNL will schedule charging of the BESS with equal amount of energy plus energy expected to be lost as conversion losses (determined from the guaranteed Round-Trip Efficiency (RtE) of the system)



Illustration: For a Contracted Capacity of 150 MW/300 MWh, assuming an RtE of 85%, RVUNL shall supply charging power to the tune of 352.94 MWh, to expect a discharge of 300 MWh as per the desired schedule. In this case, the BESSD shall also maintain the BESS capacity to the tune of 352.94 MWh to absorb the supplied charging power.

- ii. Energy scheduled for discharge in a given cycle during a year shall be more than or equal to the Min. Dispatchable Energy Capacity at the End of Year as specified under Article 4.4.2.(c).

For example, during the 3rd Year after COD, the energy scheduled for discharge from 75 MW capacity shall be more than or equal to  $75 \times 0.925 \times 2 = 138.75$  MWh.

4.4.2 Subsequent to commissioning of the Project, for any Contract Year, the BESSD shall be required to maintain and demonstrate the following performance parameters:

- a) **Minimum Monthly Average Availability of 95%:** During any Contract month for the Contracted Capacity, BESSD shall be required to maintain minimum monthly average availability of 95%. The Monthly Average Availability shall be calculated for each month as per methodology given in the RfS.

In case of shortfall in meeting the above criteria, the BESSD shall be levied liquidated damages for such shortfall and shall duly pay such damages to RVUNL. Amount of such liquidated damages shall be twice the Capacity Charges (Capacity Charges shall mean Applicable Tariff as defined under Article 9 of the BESPAs) for the capacity not made available. The Liquidated damages for shortfall of monthly Average Availability shall be applicable at the end of each month and shall be deducted from the invoices raised by the BESSD.

The Minimum monthly Average Availability as specified above, shall however be relaxed by RVUNL to the extent of grid non-availability for evacuation which is beyond the control of the BESSD (as certified by the SLDC/RLDC) and / or upon occurrence of Force Majeure event as identified in BESPAs (and occurrence of such Force Majeure event(s) has been mutually agreed) and affecting availability and supply of Contracted Capacity.

- b) **Round Trip Efficiency:** The BESSD shall maintain AC to AC roundtrip efficiency (RtE) of system on a monthly basis. Calculation of Round-Trip Efficiency shall be as per the methodology specified in RfS.

The BESSD shall be liable for liquidated damages, if any, as per following

criteria:

(a) For  $RtE < 70\%$ , there shall be a liquidated damage @ APPC tariff of previous financial year of the Discoms of excess conversion losses considering system  $RtE = 85\%$  and tariff payment for the corresponding month shall not be made to the BESSD;

(b) For  $70\% \leq RtE < 85\%$ , there shall be a liquidated damage levied @ APPC tariff of previous financial year of the Discoms of excess conversion losses considering system  $RtE = 85\%$ ;

(c) For  $RtE > 85\%$ , there shall be incentive @Rs. 0.50 per unit of excess discharge of energy considering system  $RtE = 85\%$

- c) Taking into consideration capacity degradation, the minimum dispatchable capacity to be made available by the BESSD at the end of a given year shall be as follows:

Year	Min. Dispatchable Capacity at the end of Year (as a % of Capacity at the Beginning of Life/COD)
1	98.0%
2	96.0%
3	94.0%
4	92.0%
5	90.0%
6	88.0%
7	86.0%
8	84.0%
9	82.0%
10	80.0%
11	78.0%
12	76.0%
13	74.0%
14	72.0%
15	70.0%

- d) Performance criteria to be demonstrated by the Project have been detailed out in Schedule-B of this Agreement.

#### **4.4.3 Shortfall in meeting Performance Criteria**

Following provisions shall be applicable on the Contracted Capacity guaranteed to be off taken by RVUNL:

Subsequent to COD of full Project Capacity, in case the monthly Availability

demonstrated by the BESSD is less than the minimum availability as specified above, such shortfall in performance shall make the BESSD liable to pay the liquidated damages as per following:

Liquidated damages on account of shortfall in meeting the minimum Availability criteria as per Article 4.4.2 (a) will be computed as follows:

**Liquidated damages (LD) in Rs =  $(A - B) \times C \times D \times 2$**

where,

A is Guaranteed Monthly Availability as per Article 4.4.2 (a) above;

B is Actual Monthly System Availability, as calculated as per Schedule-B of this Agreement;

C is Contracted Capacity;

D is Tariff / Capacity Charges/MW/month as discovered through bidding process;

In case the BESSD fails to meet the monthly RtE demonstration as per Article 4.4.2 (b), additional Liquidated Damages for the unavailability of the required minimum RtE shall be applicable for the entire month.

The liquidity damages for each non-compliance of monthly RtE and system availability shall be deducted from each monthly invoice.

For avoidance of any doubt, liquidated damages as specified above are mutually exclusive and independent, therefore, in case of levying of liquidated damages against monthly Average Availability and Round-Trip Efficiency, both damages shall be payable by the BESSD. Illustrations regarding calculation of liquidated damages are provided at Schedule-2 of this Agreement.

#### **4.5 Extensions of Time**

4.5.1 In the event that the BESSD is prevented from performing its obligations under Article 4.1 by the Scheduled Commissioning Date due to:

- a) any RVUNL Event of Default; or
- b) Force Majeure Events affecting RVUNL, or
- c) Force Majeure Events affecting the BESSD,

the Scheduled Commissioning Date and the Expiry Date shall be deferred for a reasonable period but not less than 'day for day' basis, to permit the BESSD or RVUNL through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the BESSD or RVUNL, or till such time such Event of Default is rectified by RVUNL.

Subsequent to the RVUNL approaching the Appropriate Commission for adoption of tariffs, in case, the Appropriate Commission does not decide upon the same within 120 days from the Effective Date of the BESP, the Procurer(s) shall grant appropriate extension of time in financial closure deadline and

scheduled commissioning date to the BESSDs, corresponding to the delay (beyond 120 days of Effective Date of BESPA) in adoption by the Appropriate Commission, till the date of adoption by the Appropriate Commission.

- 4.5.2 In case of extension due to reasons specified in Article 4.5.1(b) and (c), and if such Force Majeure Event continues even after a maximum period of 180 days from the date of the Force Majeure Notice, any of the Parties may choose to terminate the Agreement as per the provisions of Article 11.10. In case neither party terminates the Agreement under this clause, the Agreement shall stand terminated on the expiry of twelve (12) months of the continuation of the Force Majeure event unless the parties mutually agree to extend the Agreement for the further period.
- 4.5.3 If the Parties have not agreed within thirty (30) days after the affected Party's performance has ceased to be affected by the relevant circumstance, on the time period by which the Scheduled Commissioning Date or the Expiry Date should be deferred, any Party may raise the Dispute to be resolved in accordance with Article 16.
- 4.5.4 As a result of such extension on account of Article 4.5.1, the newly determined Scheduled Commissioning Date and newly determined Expiry Date shall be deemed to be the Scheduled Commissioning Date and the Expiry Date for the purposes of this Agreement.

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

Further, 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 RVUNL under the GNA Regulations and liability arising towards procurement of charging energy, such damages/penalty/ liability shall be passed on to and payable by the BESSD.

- 4.5.5 Delay in commissioning of the project beyond the scheduled commissioning date for reasons other than those specified in Article 4.5.1 shall be an event of default on part of the BESSD and shall be subject to the consequences specified in the Article 4.6.

#### **4.6 *Liquidated Damages not amounting to penalty for delay in Commissioning***

- 4.6.1 The Project shall be fully commissioned within the Scheduled Commissioning Date as defined in this Agreement. If the BESSD is unable to commission the Project by the Scheduled Commissioning Date for the reasons other than those specified in Article 4.5.1, the BESSD shall pay to RVUNL, damages for the

delay in such commissioning and making the Contracted Capacity available for dispatch by the Scheduled Commissioning Date as per the following:

- (a) Delay beyond the Scheduled Commissioning Date upto (& including) the date of commissioning, as part of the liquidated damages, the total PBG amount for the Project shall be encashed on per-day basis and proportionate to the balance capacity not commissioned. For the purpose of calculations of the liquidated damages, 'month' shall be considered consisting of 30 days. As an alternative to the above encashment of PBG, the BESSD may choose to make a payment of the amount corresponding to the liquidated damages, directly to RVUNL. The BESSD shall intimate to RVUNL, its chosen alternative out of the two options, within 10 business days of intimation of the liquidated damages to the BESSD, as calculated by RVUNL. In case no response is received from the BESSD until the lapse of the above deadline, RVUNL shall encash the PBG for the amount as per the liquidated damages. In case the BESSD chooses to make necessary payments in lieu of the liquidated damages, the said payment shall be credited to RVUNL's account through NEFT payment, no later than 5 business days from the above intimation by the BESSD. In case of non-payment by the BESSD within the above deadline, the PBG will be encashed by RVUNL on the next business day.
- (b) Delay beyond Six (6) Months from SCD: The BESPA capacity shall stand reduced/amended to the Project Capacity commissioned, the entire PBG will be encashed by RVUNL, and the BESPA for the Project shall stand terminated for the balance un-commissioned capacity.
- (c) For avoidance of doubt it is clarified that provisions of Article 4.6.1 will be applicable even in cases where no capacity (**i.e. 0 MW**) is commissioned.

4.6.2 The BESSD further acknowledges and accepts that the amount of the liquidated damages as specified above is a fixed, genuine and reasonable pre-estimate of the damages that may be suffered by RVUNL.

#### **4.7 Acceptance/Performance Test**

- 4.7.1 Prior to synchronization of the Project, the BESSD shall be required to get the Project certified for the requisite test including for safety as may be laid down by Central Electricity Authority or an agency identified by the central government to carry out testing and certification for the Battery Energy Storage projects. Further, BESSD shall ensure that all technical, acceptance and performance criteria as specified in RfS Documents and Guidelines are also complied and maintained.

#### **4.8      *Third Party Verification***

- 4.8.1 The BESSD shall be further required to provide entry to the site of the Project free of all encumbrances at all times during the Term of the Agreement to RVUNL (or its authorized representatives) and a third Party nominated by any Indian Governmental Instrumentality for inspection and verification of the works being carried out by the BESSD at the site of the Project. The BESSD shall provide full support to RVUNL and/or the third party in this regard.
- 4.8.2 The third party may verify the construction works/operation of the Project being carried out by the BESSD and if it is found that the construction works/operation of the Project is not as per the Prudent Utility Practices, it may seek clarifications from BESSD or require the works to be stopped or to comply with the instructions of such third party.

#### **4.9      *Breach of Obligations***

- 4.9.1 The Parties herein agree that during the subsistence of this Agreement, subject to RVUNL being in compliance of its obligations & undertakings under this Agreement, the BESSD would have no right to negotiate or enter into any dialogue with any third party for the sale of Contracted Capacity which is the subject matter of this Agreement. It is the specific understanding between the Parties that such bar will apply throughout the entire term of this Agreement.

## **ARTICLE 5: SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION**

### **5.1 Synchronization, Commissioning and Commercial Operation**

- 5.1.1 The BESSD shall give the concerned RLDC/SLDC, RVUNL at least sixty (60) days' advanced preliminary written notice and at least thirty (30) days' advanced final written notice, of the date on which it intends to synchronize the Project to the Grid System.
- 5.1.2 Subject to Article 5.1.1, the Project may be synchronized by the BESSD to the Grid System when it meets all the connection conditions prescribed in applicable Grid Code then in effect and otherwise meets all other Indian legal requirements for synchronization to the Grid System.
- 5.1.3 The synchronization equipment and all necessary arrangements / equipment including RTU / any other equipment for charge and discharge of power from the Project and transmission of data to the concerned authority as per applicable regulation shall be installed by the BESSD at its facility of the Project at its own cost. The BESSD shall synchronize its system with the Grid System only after the approval of synchronization scheme is granted by the head of the concerned substation/Grid System and checking/verification is made by the concerned authorities of the Grid System.
- 5.1.4 The BESSD shall immediately after each synchronization/tripping of system, inform the sub-station of the Grid System to which the Project is electrically connected in accordance with applicable Grid Code under intimation RVUNL. In addition, the BESSD at its own risk and cost, will be required to arrange for the charging and discharging of power for carrying to carry out operational/functional test prior to commercial operation as well as for commissioning of the Project. For avoidance of doubt, it is clarified that Synchronization / Connectivity of the Project with the grid shall not to be considered as Commissioning of the Project.
- 5.1.5 The BESSD shall commission the Project as detailed in “**Schedule 3: Commissioning Procedure**” within eighteen (18) months of the Effective Date of BESPA. Declaration of COD / UCOD shall only be done subject to the demonstration of the compliances as per Schedule-3.
- 5.1.6 Part commissioning of the Project, without imposition of any liquidated damages in terms of the BESPA, shall be accepted by RVUNL 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 be not 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 BESPAs will remain in force for the Term as defined in this Agreement.

5.1.7 The Parties agree that for the purpose of commencement of the BESS capacity by the BESSD to RVUNL, liquidated damages for delay etc., the Scheduled Commissioning Date (or extended Scheduled Commissioning Date) as defined in this Agreement shall be the relevant date.

#### **5.1.8 Early Commissioning**

The BESSD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the Scheduled Commissioning Date.

Early commissioning of the Project will be allowed solely at the risk and cost of the BESSD, and RVUNL may purchase the BESS capacity from such early commissioned Project at BESPAs tariff plus RVUNL's facilitation charges in the form of trading margin.

If the project is commissioned before Scheduled Commissioning date, RVUNL will purchase the capacity at the BESPAs tariff plus RVUNL's facilitation charges in the form of trading margin. However, the Contract Period of BESPAs shall be considered from Scheduled Commissioning date.

Such intimation for early commissioning shall be provided to RVUNL at least 15 days before the proposed early commissioning date as per the Commissioning Procedure. In case there is no response provided by RVUNL within 7 days from the receipt of such intimation, such early commissioned capacity shall be deemed to have been rejected by RVUNL. In case RVUNL does not agree to purchase such capacity, early part/full commissioning of the Project shall still be allowed and the BESSD will be free to sell such capacity to a third party at its own risk and cost; until SCD or the date of commencement of procurement of BESS Capacity notified by RVUNL, whichever is earlier. In such cases, a Provisional Commissioning Certificate will be issued to BESSD for period up to SCD or date of commencement of Power Procurement (whichever is earlier), along with a NOC for sale of Power to 3<sup>rd</sup> Party for such period. UCOD/COD of the Project under the BESPAs will be the date on which the commissioning certificate is issued upon successful commissioning of the part/full capacity of the Project. Subject to the provisions of this Agreement, in case of early commissioning, if BESSD sells any capacity to a third party, the BESSD will have to again demonstrate 100% of Contracted Capacity (as per the Commissioning Procedure) to the Procurer from the date of commencement of off-take of



capacity by the Procurer.

## **ARTICLE 6: DISPATCH AND SCHEDULING**

### **6.1 *Dispatch and Scheduling***

6.1.1 The BESSD, in consultation with RVUNL, shall be required to charge/ discharge the Battery System as per the applicable regulations / requirements / guidelines of CERC / SERC /SLDC / RLDC or any other competent agency and same being recognized by the SLDC or any other competent authority / agency as per applicable regulation/ law / direction and maintain compliance to the applicable Codes/ Grid Code requirements and directions, if any, as specified by concerned SLDC/RLDC from time to time. Any deviation from the Schedule will attract the provisions of applicable regulation / guidelines / directions and any financial implication on account of this shall be on the account of the BESSD.

6.1.2 The BESSD shall be responsible for directly coordinating and dealing with the RVUNL RLDCs, SLDCs, Regional Power Committees, and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of charging and discharging power and due compliance with deviation and settlement mechanism and the applicable Grid code Regulations, acknowledging that the BESSD is the Grid connected entities.

6.1.3 DSM charges shall be payable at their respective ends for the charging and discharging activities. DSM charges on this account shall be directly paid by the BESSD as applicable. Further, any consequential liability on RVUNL arising in respect of charging power and/ or discharging power owing to deviation/ DSM at BESSD end shall be to the account of BESSD.

Any Reactive power charges in respect of charging and discharging power as per applicable CERC/RERC regulations at the BESSD end shall be to the account of BESSD.

6.1.4 The BESSD shall take separate, metered connection for the Auxiliary Power load of BESS. Cost of Auxiliary power shall be borne by the BESSD as per RERC regulations.

## **ARTICLE 7: METERING**

### **7.1 Meters**

- 7.1.1 For installation of Meters, Meter testing, Meter calibration and Meter reading and all matters incidental thereto, the BESSD shall follow and be bound by the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, the Grid Code, as amended and revised from time to time.
- 7.1.2 The BESSD shall bear all costs pertaining to installation, testing, calibration, maintenance, renewal and repair of meters at BESSD side of Delivery Point for injection and drawl of power from the Grid during discharging and charging of BESS.
- 7.1.3 In addition to ensuring compliance of the applicable codes, the BESSD shall install Main & Check meters at the Delivery Point for both Charging and Discharging, along with Stand-by meter(s) as per the applicable Central/State regulations.

### **7.2 Reporting of Metered Data and Parameters**

- 7.2.2 Online arrangement would have to be made by the BESSD for submission of metering data regularly for the entire period of this Agreement to the RLDC, RVUNL and the concerned Ministry or concerned agency as per applicable regulation / directions.
- 7.2.3 Reports on metering parameters on monthly basis, and/or as required by regulation / Guidelines, shall be submitted by the BESSD to RVUNL for entire Term of the BESPA.

### **7.3 Records**

Each Party shall keep complete and accurate records and all other data required by each of them for the purposes of proper administration of this agreement and the operation of the Project. Among such other records and data, the BESSD shall maintain an accurate and up-to-date operating log at the Power Plant with records of:-

- a) Fifteen (15) minutes logs of real and reactive power generation, frequency, transformer tap position, bus voltage(s), Main Meter and Back up Meter Readings and any other data mutually agreed;
- b) any unusual conditions found during operation / inspections;
- c) chart and printout of event loggers, if any, for system disturbances/ outages;
- d) All the records will be preserved for a period of 36 months.

## **ARTICLE 8: INSURANCES**

### **8.1 Insurance**

8.1.1 The BESSD shall effect and maintain or cause to be effected and maintained, at its own cost and expense, throughout the Term of BESPA, Insurances against such risks to keep the Project in good condition and shall take Industrial All Risk insurance policy covering risks against any loss or damage, with such deductibles and with such endorsements and co-insured(s), which the Prudent Utility Practices would ordinarily merit maintenance of and as required under the Financing Agreements, and under the applicable laws.

8.1.2 The BESSD shall submit the Insurance copy to RVUNL at the time of commissioning of project.

### **8.2 Application of Insurance Proceeds**

8.2.1 In case of the Project not being implemented through Financing Agreement(s), save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the BESS or any part of the BESS shall be first applied to reinstatement, replacement or renewal of such loss or damage to the Contracted Capacity followed by the outstanding claims of RVUNL against BESSD, if any.

In case of the Project being financed through Financing Agreement(s), save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the Project to any part of the BESS shall be applied as per such Financing Agreements.

8.2.2 If a Force Majeure Event renders the Project no longer economically and technically viable and the insurers under the Insurances make payment on a “total loss” or equivalent basis, RVUNL shall have claim on such proceeds of such Insurance limited to outstanding dues of RVUNL against BESSD.

### **8.3 Effect on liability of RVUNL**

8.3.1 Notwithstanding any liability or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the BESSD can claim compensation, under any Insurance shall not be charged to or payable by Buyer. It is for the BESSD to ensure that appropriate insurance coverage is taken for payment by the insurer for the entire loss and there is no under insurance or short adjustment etc.

## **ARTICLE 9: APPLICABLE TARIFF**

- 9.1 The BESSD shall be entitled to receive the Tariff of INR\_\_\_\_\_/MW/Month [Insert the Tariff discovered through the bidding process conducted by RVUNL], fixed for the entire term of this Agreement, with effect from the commissioning of the project, or part thereof, the Contracted Capacity made available to the RVUNL during BESPA Period, as per the provision of this agreement.
- 9.2 For each KVARH drawn from the grid, the BESSD shall pay at the rate determined by RERC to RVPN from time to time.
- 9.3 GST levied on the energy storage facility provided by the BESSD, if any, shall be over and above the afore-mentioned tariff.

## **ARTICLE 10: BILLING AND PAYMENT**

### **10.1 General**

10.1.2 From the commencement of availability of BESS Capacity, RVUNL shall pay to the BESSD the monthly Tariff Payments subject to the adjustments as per provisions of this Agreement including Article 6, in accordance with Article 9. All capacity charge Payments by RVUNL shall be in Indian Rupees.

10.1.3 Not used.

10.1.4 Subject to the provision of this Agreement, BESSD shall be required to make arrangement of auxiliary power at its own risk and cost.

10.1.5 The parties acknowledge and accept that the Electricity (Late Payment Surcharge and related matters) Rules, 2022 [hereinafter referred to as '**Rules**'] notified by the Central Government in exercise of the power conferred by Sub-section (1) of Section 176 of the Electricity Act, 2003 shall apply and govern the terms and conditions of this Agreement in regard to matters contained in the said Rules including but not limited to the Late Payment Surcharge, adjustment towards the Late Payment Surcharge, Payment Security mechanism-its operations and consequences, actions of Defaulting Entities, supply obligation of BESSD, the order of payment and adjustment towards late payment surcharge and indemnification.

### **10.2 Delivery and Content of Monthly Bills/Supplementary Bills**

10.2.1 The BESSD shall issue to RVUNL hard copy of a signed Monthly Bill/Supplementary Bill for the immediately preceding Month/relevant period, including the time-block-wise data in the tabular format as per Illustration in Schedule-2, along with all relevant documents. The BESSD shall also submit calculations of System Availability and Round-trip Efficiency in line with provisions of this Agreement, as part of the Monthly Bill/Supplementary Bill.

10.2.2 As per applicable regulation(s) of the Appropriate Commission(s)/respective SERC(s), all charges pertaining to scheduling of power shall be borne by the RVUNL, except the Auxiliary power which will be borne by BESSD.

### **10.3 Payment of Monthly Bills**

10.3.1 Subject to the provisions of Article 10.3.4, RVUNL shall pay the amount payable under the Monthly Bill/Supplementary Bill by the Due Date to such account of the BESSD, as shall have been previously notified by the BESSD. The BESSD shall open a bank account (the "BESSD's Designated Account") for all Tariff Payments (including Supplementary Bills) to be made by RVUNL to the BESSD,

and notify RVUNL of the details of such account at least ninety (90) Days before the dispatch of the first Monthly Bill. RVUNL shall also designate a bank account at Jaipur ("RVUNL Designated Account") for payments to be made by the BESSD to RVUNL, if any, and notify the BESSD of the details of such account ninety (90) Days before the Scheduled Commissioning Date. RVUNL and the BESSD shall instruct their respective bankers to make all payments under this Agreement to the BESSD's Designated Account or RVUNL's Designated Account, as the case may be, and shall notify either Party of such instructions on the same day.

10.3.2 All payments required to be made under this Agreement shall also include any deduction or set off for:

- i) deductions required by the Law; and
- ii) amount claimed by RVUNL, if any, from the BESSD, will be adjusted from the monthly energy payment.

#### **10.3.3 Late Payment Surcharge**

In the event of delay in payment of a Monthly Bill by RVUNL beyond Due Date, a Late Payment Surcharge shall be payable on the payment outstanding after the Due Date, at the Base rate of Late Payment Surcharge applicable for the period for the first month of default.

"Base rate of Late Payment Surcharge" means the marginal cost of funds-based lending rate for one year of the State Bank of India, as applicable on the 1st April of the financial year in which the period lies, plus five percent. In the absence of marginal cost of funds based lending rate, any other arrangement that substitutes it, which the Central Govt. may, by notification, in the official gazette specify.

Late Payment Surcharge shall be payable on the payment outstanding after the Due Date at the base rate of Late Payment Surcharge applicable for the period for the first month of default. The rate of Late Payment Surcharge for the successive months of default shall increase by 0.5 percent for every month of delay provided that the Late Payment Surcharge shall not be more than 3 percent higher than the base rate at any time. The Late Payment Surcharge shall be claimed by the BESSD through the Supplementary Bill.

10.3.4 Subject to the Article 9 of this Agreement, in the event of early Commissioning of the Project and subject to acceptance by RVUNL, the payment for the Capacity charges may be accounted from the date of UCOD, and BESSD would be allowed to raise Bills against such capacity as per Article 10.2.1, subject

to the conditions as stipulated in Article 9. However, payment against the 1<sup>st</sup> such bill raised by the BESSD, will be made subject to acceptance of the bill by the RVUNL.

### **10.3.5 Rebate**

For payment of any Bill before Due Date, the following Rebate shall be paid by the BESSD to RVUNL in the following manner:

- a) A Rebate of 1.5% shall be payable to the RVUNL for the payments made within a period of 5 (five) days of the presentation of hard copy of Bill.
- b) Any payments made beyond a period of 5 days up to and including the 30th Day from the date of presentation of bills through email, shall be allowed a rebate of 1%.
- c) For the above purpose, the date of presentation of Bill shall be the next Business Day of delivery of the physical copy of the Bill at RVUNL.
- d) No Rebate shall be payable on the Bills raised on account of Change in Law (except in case of annuity tariff model being implemented, where rebate will be applicable) relating to taxes, duties, cess etc. and on Supplementary Bill.

For the above purpose date of presentation of bill shall be the same day of delivery in hard copy. However, for consideration of rebate, next business day shall be considered.

## **10.4 Payment Security Mechanism**

### **Letter of Credit (LC):**

10.4.1 RVUNL shall provide to the BESSD, in respect of payment of its Monthly Bills and/or Supplementary Bills, a monthly unconditional, revolving and irrevocable letter of credit ("Letter of Credit"), opened and maintained which may be drawn upon by the BESSD in accordance with this Article.

10.4.2 Before the start of supply, RVUNL shall, through a scheduled bank, open a Letter of Credit in favour of the BESSD, to be made operative from a date prior to the Due Date of its first Monthly Bill under this Agreement. The Letter of Credit shall have a term of twelve (12) Months and shall be renewed annually, for an amount equal to:

- i) for the first Contract Year, equal to 110% of the estimated average monthly billing;
- ii) for each subsequent Contract Year, equal to 100% of the average of the monthly billing of the previous Contract Year.

- 10.4.3 Provided that the BESSD shall not draw upon such Letter of Credit prior to the Due Date of the relevant Monthly Bill and/or Supplementary Bill, and shall not make more than one drawl in a Month.
- 10.4.4 Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article 10.4.2 due to any reason whatsoever, RVUNL shall restore such shortfall before next drawl.
- 10.4.5 RVUNL shall cause the scheduled bank issuing the Letter of Credit to intimate the BESSD, in writing regarding establishing of such irrevocable Letter ofCredit.
- 10.4.6 RVUNL shall ensure that the Letter of Credit shall be renewed not later than its expiry.
- 10.4.7 All costs relating to opening, maintenance of the Letter of Credit shall be borne by RVUNL.
- 10.4.8 If RVUNL fails to pay undisputed Monthly Bill or Supplementary Bill or a part thereof within and including the Due Date, then, subject to Article 10.4.6 & 10.5.2, the BESSD may draw upon the Letter of Credit, and accordingly the bank shall pay, an amount equal to such Monthly Bill or Supplementary Bill or part thereof, in accordance with Article 10.4.3 above, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:
- i) a copy of the Monthly Bill or Supplementary Bill (only for energy related bills) which has remained unpaid to BESSD and;
  - ii) a certificate from the BESSD to the effect that the bill at item (i) above, or specified part thereof, is in accordance with the Agreement and has remained unpaid beyond the Due Date
  - iii) Undertaking from the BESSD that the bill is not disputed by RVUNL;

## **10.5 Disputed Bill**

- 10.5.1 If RVUNL does not dispute a Monthly Bill or a Supplementary Bill raised by the BESSD within thirty (30) days of receiving such Bill shall be taken as conclusive.
- 10.5.2 If the RVUNL disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay 50% of the invoice amount and it shall within forty five (45) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:
- i) the details of the disputed amount;
  - ii) its estimate of what the correct amount should be; and
  - iii) all written material in support of its claim.
- 10.5.3 If the BESSD agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.5.2, the BESSD shall revise such Bill and present along



with the next Monthly Bill. In such a case excess amount shall be refunded along with interest at the same rate as Late Payment Surcharge, which shall be applied from the date on which such excess payment was made by the disputing Party to the invoicing Party and up to and including the date on which such payment has been received as refund.

10.5.4 If the BESSD does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.5.2, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to the RVUNL providing:

- i) reasons for its disagreement;
- ii) its estimate of what the correct amount should be; and
- iii) all written material in support of its counter-claim.

10.5.5 Upon receipt of the Bill Disagreement Notice by the RVUNL under Article 10.5.4, authorized representative(s) or a director of the board of directors/ member of board of the RVUNL and BESSD shall meet and make best endeavours to amicably resolve such dispute within fifteen (15) days of receipt of the Bill Disagreement Notice.

10.5.6 If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Bill Disagreement Notice pursuant to Article 10.5.4, the matter shall be referred to Dispute resolution in accordance with Article 16.

10.5.7 For the avoidance of doubt, it is clarified that despite a Dispute regarding an invoice, RVUNL shall, without prejudice to its right to Dispute, be under an obligation to make payment of 50% of the invoice amount in the Monthly Bill.

## **10.6 Quarterly and Annual Reconciliation**

10.6.1 The Parties acknowledge that all payments made against Monthly Bills and Supplementary Bills shall be subject to quarterly reconciliation within 30 days of the end of the quarter at the beginning of the following quarter of each Contract Year and annual reconciliation at the end of each Contract Year within 30 days to take into account the Energy Accounts, Tariff adjustment payments, Tariff Rebate, Late Payment Surcharge, or any other reasonable circumstance provided under this Agreement.

10.6.2 The Parties, therefore, agree that as soon as all such data in respect of any quarter of a Contract Year or a full Contract Year as the case may be has been finally verified and adjusted, the BESSD and RVUNL shall jointly sign such reconciliation statement. Within fifteen (15) days of signing of a reconciliation statement, the BESSD shall make appropriate adjustments in the next Monthly

Bill. Late Payment Surcharge/ interest shall be payable in such a case from the date on which such payment had been made to the invoicing Party or the date on which any payment was originally due, as may be applicable. Any Dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Article 16.

## **10.7 Payment of Supplementary Bill**

10.7.1 BESSD may raise a ("Supplementary Bill") for payment on account of:

- i) Change in Law as provided in Article 12, or
- ii) Incentive payment as per Article 4.4.2 (b),

And such Supplementary Bill shall be paid by the other Party.

10.7.2 RVUNL shall remit all amounts due under a Supplementary Bill raised by the BESSD to the BESSD's Designated Account by the Due Date.

## **10.8 Viability Gap Funding**

10.8.1 Projects selected under this RfS shall be eligible for grant of Central Financial Assistance in the form of Viability Gap Funding (VGF), subject to the allocation of BESS capacity to Rajasthan through Power System Development Fund (PSDF) scheme issued by Ministry of Power on 09.06.2025. (Annexure-G attached with RfS)

10.8.2 VGF shall be passed on to the BESS Developers as per the terms & condition and modalities detailed in the PSDF Scheme under clause 2.5 (Disbursement Schedule) and 3.8 (Bank Guarantee), detailed as below –

Disbursement schedule – The VGF amount to the eligible projects shall be disbursed in three tranches as detailed below –

<b>Milestone</b>	<b>% VGF disbursed</b>
On financial Closure, subject to submission of bank guarantee	20
On Commercial Operation Date (COD)	50
Completion of 1st year from COD	30
Total	100 %

BESS Developers are required to submit a bank guarantee (BG) of value equal to the VGF to be disbursed, prior its release to developer. This BG shall be liable for encashment to recover the VGF amount in the event of non-fulfillment of scheme conditions specified in the Bidding Documents. The BG for the VGF sanctioned up to COD may be released within one year of COD.

## **ARTICLE 11: FORCE MAJEURE**

### **11.1 Definition of Force Majeure**

A 'Force Majeure' (FM) would mean one or more of the following acts, events or circumstances or a combination of acts, events or circumstances or the consequence(s) thereof, that wholly or partly prevents or unavoidably delays the performance by the Party (the Affected Party) of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices.

An Affected Party means RVUNL or the BESSD whose performance has been affected by an event of Force Majeure.

### **11.2 Force Majeure Events**

- a) Act of God, including, but not limited to lightning, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, pandemic, cyclone, typhoon or tornado if it is declared / notified by the competent state / central authority / agency (as applicable), or verified to the satisfaction of Procurer;
- b) radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Project by the Affected Party or those employed or engaged by the Affected Party.
- c) The discovery of geological conditions, toxic contamination or archaeological remains on the Project land that could not reasonably have been expected to be discovered through an inspection of the Project land and/or as per prudent industry practices.
- d) Exceptionally adverse weather condition which are in excess of the statistical measure of the last hundred (100) years.
- e) any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action, or Industrywide strikes and labour disturbances, having a nationwide impact in India, if and only if it is declared / notified by the competent state / central authority / agency (as applicable)
- f) Nationalisation or any compulsory acquisition by any Indian Governmental Instrumentality/ State Government in national interest or expropriation of any material Project assets or rights of the BESSD, as a result of which the

BESSD or its shareholders are deprived (wholly or partly) of their rights or entitlements under this BESPA. Provided that such action does not constitute remedies or sanctions lawfully exercised by the Procurer or any other Government Authority as a result of any breach of any of the Applicable Laws or the Applicable Permits by the BESSD or the BESSD related parties

- g) An event of Force Majeure affecting delivery / offtake of power / Contracted Capacity from BESSD to RVUNL.

### **11.3 Force Majeure Exclusions**

11.3.1 Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

- a. Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Power Project/ BESS;
- b. Delay in the performance of any contractor, sub-contractor or their agents;
- c. Non-performance resulting from normal wear and tear typically experienced in power generation / BESS materials and equipment;
- d. Strikes at the facilities of the Affected Party;
- e. Insufficiency of finances or funds or the agreement becoming onerous to perform; and
- f. Non-performance caused by, or connected with, the Affected Party's:
  - i. Negligent or intentional acts, errors or omissions or lack of due diligence expected from any prudent and rational human being;
  - ii. Failure to comply with an Indian Law; or
  - iii. Breach of, or default under this Agreement.

### **11.4 Notification of Force Majeure Event**

11.4.1 The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than fifteen (15) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement. The Party who receives the Force Majeure Notification, shall take a decision on the claim of occurrence of Force Majeure Event, within 30 days of the receipt of the intimation, accompanied with supporting documents available

with the Affected Party.

11.4.2 Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under this Agreement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular (and not less than weekly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure Event.

11.4.3 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations.

### **11.5 Performance Excused**

11.5.1 The Affected Party, to the extent rendered unable to perform its obligations or part of the obligation thereof under this Agreement as a consequence of the Force Majeure Event, shall be excused from performance of the obligations, provided that the period shall not exceed 180 (one hundred and eighty) Days from the date of issuance of the FM Notice or any extended period as mutually agreed. The Parties may mutually agree to extend the period for which performance is excused due to a Force Majeure Event.

However, in case of the FM continuing upto a period of 180 days or any extended period as mutually agreed, either Party has the right to terminate the BESPA.

11.5.2 For the time period, as mutually agreed by the Parties, during which the performance shall be excused, the BESSD shall be entitled for a day to day extension of the period provided for Financial Closure or Scheduled Commissioning Period or the BESPA period, as the case may be. However, adjustment in tariff shall not be allowed on account of Force Majeure event.

11.5.3 Provided always that a Party shall be excused from performance only to the extent reasonably warranted by the Force Majeure Event.

11.5.4 Provided further that, nothing shall absolve the Affected Party from any payment obligations accrued prior to the occurrence of the underlying Force Majeure Event.

### **11.6 No Liability for Other Losses**

Save as otherwise provided in this Agreement, no Party shall be liable in any manner, whatsoever, to the other Parties in respect of any loss relating to or

arising out of the occurrence or existence of any Force Majeure Event.

#### **11.7 Resumption of Performance**

During the period that a Force Majeure Event is subsisting, the Affected Party shall, in consultation with the other Parties, make all reasonable efforts to limit or mitigate the effects of such Force Majeure Event on the performance of its obligations under the BESPA. The Affected Party shall also make efforts to resume performance of its obligations under this Agreement as soon as possible and upon resumption, shall notify other Parties of the same in writing. The other Parties shall afford all reasonable assistance to the Affected Party in this regard.

#### **11.8 Duty to Perform and Duty to Mitigate**

To the extent not prevented by a Force Majeure Event pursuant to Article 11.2, the Affected Party shall continue to perform its obligations pursuant to this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.

#### **11.9 Available Relief for a Force Majeure Event**

Subject to this Article 11:

- (a) no Party shall be in breach of its obligations pursuant to this Agreement except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event;
- (b) every Party shall be entitled to claim relief in relation to a Force Majeure Event in regard to its obligations, including but not limited to those specified under Article 4.5;
- (c) For avoidance of doubt, neither Party's obligation to make payments of money due and payable prior to occurrence of Force Majeure events under this Agreement shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.
- (d) Provided that no payments shall be made by either Party affected by a Force Majeure Event for the period of such event on account of its inability to perform its obligations due to such Force Majeure Event.

#### **11.10 Available Relief & Termination Due to Force Majeure Event**

- a) If, prior to the completion of the 180 (one hundred and eighty) Day period (or any extended period) for a Force Majeure Event commencing from the date of issuance of the Force Majeure Notice, the Parties are of the reasonable view that a Force Majeure Event is likely to continue beyond such 180 (one hundred and eighty) Day period or any extended period agreed in pursuance of Article 11.5 (Performance Excused); or that it is

uneconomic or impractical to restore the affected Unit, then the Parties may mutually decide to terminate the BESPAs, and the termination shall take effect from the date on which such decision is taken.

- b) In case of occurrence of an event which is not a Force Majeure as per provision of this Agreement, but causes some hardship in development of the Project, which may or may not be recognized by the Government of India and for which the Government of India has or hasn't granted any extension of time or any other relief; such event, even if sustained beyond 180 days shall not be considered as a reason for termination of PPA under this Article.
- c) Without prejudice to the provisions of Article 11.10.(a) above, the Affected Party shall, after the expiry of the period of 180 (one hundred and eighty) Days or any other mutually extended period, be entitled to forthwith terminate the BESPAs in its sole discretion by issuing a notice to that effect.
- d) On termination of the BESPAs pursuant to Article 11.10.(b):
  - i. In case of termination on account of event listed as Force Majeure as under Article 11.2 (a), (b), (c) and (d), no Termination Compensation shall be payable to the BESSD.
  - ii. In case of termination at the instance of the BESSD, on account of an event listed as Force Majeure as per Article 11.2 (e) and (f) above, the Procurer will have the option to (but will not be obliged to) take- over the Project Assets by paying Debt Due. In case the Procurer chooses not to exercise the aforementioned option, and the same is not agreed to by the BESSD, it will result in a dispute as per the BESPAs and will be resolved as per the Dispute Resolution mechanism under the BESPAs.
  - iii. the BESSD shall be eligible for undisputed payments under outstanding Monthly Bill(s), before the occurrence of Force Majeure Event.

## **ARTICLE 12: CHANGE IN LAW**

### **12.1 Definitions**

In this Article 12, the following terms shall have the following meanings:

12.1.1 In this Article 12, the term Change in Law shall refer to the occurrence of any of the following events, after the last date of the bid submission,

- a) the enactment, bringing into effect, adoption, promulgation, amendment, modification or repeal, of any statute, decree, ordinance or other law, regulations, notice, circular, code, rule or direction by Governmental Instrumentality having a binding mandate or a change in its interpretation by a Competent Court of law, tribunal, government or statutory authority or any of the above regulations, taxes, duties charges, levies that results in any change with respect to any tax or surcharge or cess levied or similar charges by the Competent Government on the storage of electricity (leviable on final output i.e. the drawl or injection from BESS projects in the form of energy) or on supply of energy storage capacity.
- b) Introduction / modification / changes in rates of Safeguard Duty and/or Anti-Dumping Duty and/or Customs Duty and/or Goods and Services Tax including surcharge thereon which have direct effect on the Project Cost

For avoidance of doubt, it is clarified that any change in taxes or surcharge or cess or similar charges on inputs like material, labour or any other input for setting up the project will not be allowed under Change in Law except as specified in 12.1.1

(b). It is further clarified that, Change in Law / Regulation shall not include

- (i) any change in any taxes on corporate income or any change in any withholding tax on income or dividends, or
- (ii) change in respect of settlement charges or frequency intervals by an Appropriate Commission.

The term "law" in this provision, includes any Act, Ordinance, order, bye-law, rule, regulation, notification, for the time being in force, in the territory of India.

12.1.2 In the event of occurrence of any of events as provided under Article 12.1.1 which results in any adverse financial loss/ gain to the BESSD/Procurement then, in order to ensure that the BESSD/Procurement is placed in the same financial position as it would have been had it not been for the occurrence of the Change in Law, the BESSD/ Procurement shall be entitled to compensation by the other party, as the case may be. Compensation payment on account of such 'Change in Law' shall be determined and shall be effective from such date as may be decided by the Appropriate Commission and shall be adjusted in the tariff

12.1.3 Provided however that, the compensation of Change in Law shall be applicable



only if the impact of the same in the Contract Year is on net basis more than or equal to one percent (1%) of,

- a) The estimated Project Cost (during the Construction period) or
- b) Revenue from the Contract Year for which such adjustment becomes applicable (during Operation Period), as the case may be

## **12.2 Relief for Change in Law**

12.2.1 In case of Change in Law taking place prior to commissioning of the Project, the compensation will be passed through on in the form of increase/decrease in the tariff, linked with increase/decrease in the Project cost, which will be automatically paid through the monthly energy billing. The pass through in this case shall be as per the formula / provisions as stipulated in Schedule-A and shall be effective from date of commissioning of the Project. BESSD shall be required to provide a statutory auditor certificate supported by Board Resolution in regard to implications (loss/ gain) arising out of Article 12.

12.2.2 In case of Change in Law taking place subsequent to commissioning of the Project capacity, and changes in taxes/duties/cess etc. are defined as a percentage or the ratio of the tariff, the changes will be automatically passed on as appropriate increment/decrement in the tariff, and will be paid through monthly energy billing. BESSD shall be required to provide a statutory auditor certificate supported by Board Resolution in regard to implications (loss/ gain) arising out of Article 12.

12.2.3 For the purpose of Article 12.1.2 above, the affected party, which intends to adjust and recover the costs due to change in law, shall give a 21 days' prior notice to the other party about the proposed impact in the tariff or charges, positive or negative, to be recovered from such other party.

The affected party shall furnish to the other party, the computation of impact in tariff or charges to be adjusted and recovered, within 30 days of the occurrence of the change in law or on the expiry of 21 days from the date of the notice referred above, whichever is later, and the recovery of the proposed impact in tariff or charges shall start from the next billing cycle of the tariff.

12.2.4 Within 30 days of coming into effect of such relief of Change in Law, the BESSD shall approach the Appropriate Commission for Truing up of the calculations on account of the above Change in Law events, failing which further payment will be discontinued and RVUNL shall make such deductions in the monthly tariff payments on immediate basis. In the event of any decision by the Appropriate Commission which modifies or cancels any changes in the tariff,

recovery/additional payment of the amount already paid until then, will be done immediately.

The Appropriate Commission shall verify the calculation and adjust the amount of the impact in the monthly tariff or charges within sixty days from the date of receipt of the relevant documents as required above.

- 12.2.5 Further, in case of Change in Law during the operational period of the Project, and where such change is not applicable as an automatic modification in the tariff, suitable compensation will be provided as decided by the Appropriate Commission.
- 12.2.6 In case Change in Law results in delay in commissioning of the Project, where cause and effect between these two can be clearly established, RVUNL may provide suitable time-extension in Financial Closure, Scheduled Commissioning Date or Scheduled Date of Commencement of Supply of Power, as the case may be.
- 12.2.7 If the event of any decrease in the project cost by the BESSD or any income to the BESSD on account of any of the events as indicated above, BESSD, as per methodology / formula specified in Schedule-A, shall pass on the benefit of such reduction to RVUNL. In the event of the BESSD failing to comply with the aforementioned requirement, RVUNL shall make such deductions in the monthly tariff payments on immediate basis.
- 12.2.8 After the adjustment of the amount of the impact in the tariff, the BESSD, shall adjust the monthly tariff or charges annually based on actual amount recovered/ paid, to ensure that the payment to the affected party is not more than the yearly annuity amount.
- 12.2.9 The recovery of the impacted amount, in case of the fixed amount shall be,—
- (a) within a period of one-hundred eighty months; or
  - (b) in case of recurring impact, until the impact persists

### **12.3 Notification of Change in Law**

- 12.3.1 In case any increase or decrease in the Project Cost occurs due to Change in Law affecting the Tariff payable under this Agreement, in accordance with Article 12, the BESSD shall serve notice to RVUNL of such Change in Law for giving a three weeks prior notice about the proposed impact in tariff, positive or negative, to be recovered. BESSD, within thirty days of the occurrence of the change in law or on the expiry of three weeks from the date of the aforementioned notice referred whichever is later, shall furnish RVUNL, the computation of impact in tariff or charges to be adjusted and recovered. Such recovery and adjustment of the proposed impact in tariff or charges shall start from the next billing cycle of the tariff.
- 12.3.2 Any notice service pursuant to this Article 12, shall provide, amongst other things,

precise details of the Change in Law and its effect on the Project Cost and computation of change in Tariff which shall be supported by documentary evidences including Statutory Auditor Certificate to this effect so as to establish one to one correlation and its impact on the Project Cost.

## ARTICLE 13: EVENTS OF DEFAULT AND TERMINATION

Notwithstanding anything provided in this section or in this agreement, it is clarified that BESS system being acquired out of Government Grants, it shall not be disposed of during the contract period without the prior approval of the sanctioning authority of Grants-in-Aid {Rule 230(9)}.

### 13.1 *BESSD Event of Default*

13.1.1 The occurrence and/or continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by RVUNL of its obligations under this Agreement, shall constitute an BESSD Event of Default:

- (i) the failure to commence availability of BESS for providing Energy Storage capacity to RVUNL up to the Contracted Capacity, by the end of the period specified in Article 4, or failure to demonstrate guaranteed availability of such energy storage capacity to RVUNL within six months from the identification of reduced monthly availability during the term of this Agreement, or  
if
  - a) the BESSD assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Project in contravention of the provisions of this Agreement; or
  - b) the BESSD transfers or novates any of its rights and/ or obligations under this agreement, in a manner contrary to the provisions of this Agreement; except where such transfer
    - is in pursuance of a Law; and does not affect the ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this Agreement or
    - is to a transferee who assumes such obligations under this Agreement and the Agreement remains effective with respect to the transferee;
- (ii) if (a) the BESSD becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or (b) any winding up or bankruptcy or insolvency order is passed against the BESSD, or (c) the BESSD goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is

appointed to manage its affairs, pursuant to Law, provided that a dissolution or liquidation of the BESSD will not be a BESSD Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains creditworthiness similar to the BESSD and expressly assumes all obligations of the BESSD under this Agreement and is in a position to perform them; or

- (iii) the BESSD repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from RVUNL in this regard; or
- (iv) except where due to any RVUNL's failure to comply with its material obligations, the BESSD is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the BESSD within thirty (30) days of receipt of first notice in this regard given by RVUNL.
- (v) change in controlling shareholding before the specified time frame as mentioned in Article 4.1.1 of this Agreement; or
- (vi) occurrence of any other event which is specified in this Agreement to be a material breach/ default of the BESSD.
- (vii) Not used.

### **13.2 RVUNL Event of Default**

13.2.1 The occurrence and the continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by the BESSD of its obligations under this Agreement, shall constitute the Event of Default on the part of defaulting RVUNL:

- (i) RVUNL fails to pay (with respect to a Monthly Bill or a Supplementary Bill), subject to Article 10.5, for a period of ninety (90) days after the Due Date and the BESSD is unable to recover the amount outstanding to the BESSD through the Letter of Credit,
- (ii) RVUNL repudiates this Agreement and does not rectify such breach even within a period of sixty (60) days from a notice from the BESSD in this regard; or
- (iii) except where due to any BESSD's failure to comply with its obligations, RVUNL is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by RVUNL within sixty (60) days of receipt of notice in this regard from the BESSD to RVUNL; or if
  - RVUNL becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such

proceedings remain uncontested for a period of sixty (60) days, or

- any winding up or bankruptcy or insolvency order is passed against RVUNL, or
  - RVUNL goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, provided that it shall not constitute a RVUNL Event of Default, where such dissolution or liquidation of Buyer or RVUNL is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and has creditworthiness similar to RVUNL and expressly assumes all obligations of RVUNL and is in a position to perform them; or;
- (iv) Occurrence of any other event which is specified in this Agreement to be a material breach or default of RVUNL.

### **13.3 Procedure for cases of BESSD Event of Default**

- 13.3.1 Upon the occurrence and continuation of any BESSD Event of Default under Article 13.1, RVUNL shall have the right to deliver to the BESSD, with a copy to the representative of the lenders to the BESSD with whom the BESSD has executed the Financing Agreements, a notice stating its intention to terminate this Agreement (RVUNL Preliminary Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.
- 13.3.2 Following the issue of a RVUNL Preliminary Default Notice, the Consultation Period of ninety (90) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.
- 13.3.3 During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.

13.3.4 Within a period of seven (7) days following the expiry of the Consultation Period unless the Parties shall have otherwise agreed to the contrary or the BESSD Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, RVUNL may terminate this Agreement by giving a written Termination Notice of sixty (60) days to the BESSD.

13.3.5 Subject to the terms of this Agreement, upon occurrence of an BESSD Event of Default under this Agreement, the BESSD shall be liable to pay to RVUNL, liquidated damages, as provided in Article 4.6 of the BESPAs for failure to commission within stipulated time and Article 4.4.1 for failure to supply power in terms of the BESPAs. For other cases, the BESSD shall be liable pay to RVUNL, damages, equivalent to 6 (six) months, or balance BESPAs period whichever is less, of charges for its contracted capacity. RVUNL shall have the right to recover the said damages by way of forfeiture of bank guarantee/Payment on Order Instrument, if any, without prejudice to resorting to any other legal course or remedy. In addition to the levy of damages as aforesaid, the lenders in concurrence with the RVUNL, may exercise their rights, if any, under Financing Agreements, to seek substitution of the BESSD by a selectee for the residual period of the Agreement, for the purpose of securing the payments of the total debt amount from the BESSD and performing the obligations of the BESSD. However, in the event the lenders are unable to substitute the defaulting BESSD within the stipulated period, and if the RVUNL desires to acquire the Project assets, it may do so, by paying to the BESSD, a compensation as mutually decided by the RVUNL and the lender. In case RVUNL chooses not to exercise the above option, or the RVUNL and the lender are unable to come to an agreement, the lenders may liquidate the Project assets and recover their dues, as the last resort. Provided that any substitution under this Agreement can only be made with the prior consent of RVUNL including the condition that the selectee meets the eligibility requirements of Request for Selection (RfS) issued by RVUNL and accepts the terms and conditions of this Agreement.

13.3.6 The lenders in concurrence with the RVUNL, may seek to exercise right of substitution under Article 13.3.5 by an amendment or novation of the BESPAs in favour of the selectee. The BESSD shall cooperate with RVUNL to carry out such substitution and shall have the duty and obligation to continue to operate the Project in accordance with this BESPAs till such time as the substitution is

finalized. In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh BESPA with a new entity, an amount of Rs. 10 Lakh per Project+ 18% GST per transaction as facilitation fee (non-refundable) shall be deposited by the BESSD to RVUNL.

#### **13.4 Procedure for cases of RVUNL Event of Default**

13.4.1 Upon the occurrence and continuation of any RVUNL Event of Default specified in Article 13.2, the BESSD shall have the right to deliver to RVUNL, a BESSD Preliminary Default Notice, which notice shall specify in reasonable detail the circumstances giving rise to its issue.

13.4.2 Following the issue of a BESSD Preliminary Default Notice, the Consultation Period of ninety (90) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

13.4.3 During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.

13.4.4 After a period of two hundred ten (210) days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or RVUNL Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, RVUNL under intimation to BESSD shall, subject to the prior consent of the BESSD, novate its part of the BESPA to any third party, including its Affiliates, within the stipulated period. In this case, RVUNL shall pay amount equivalent to 3 (three) months of energy billing based on the declared availability, or balance Term of the BESPA, whichever is less, for its Contracted Capacity, with the Project assets being retained by the BESSD, and exit from the BESPA. In the event the aforesaid novation is not acceptable to the BESSD, or if no offer of novation is made by RVUNL within the stipulated period, then the BESSD may terminate the BESPA and choose to either continue operating the Project by itself finding an alternate procurer or to discontinue the operation of the Project. If the BESSD chooses to continue operating the project, RVUNL will pay to the BESSD, 'termination compensation' equivalent to 6 (six) months of energy billing corresponding to the declared availability, or balance Term of the BESPA, whichever is less, for its Contracted Capacity.



If the BESSD decides to discontinue the operation of the Project, it may require RVUNL to make a payment of the 'termination compensation' which will be equivalent to the amount of the Debt due and 110% (one hundred and ten per cent) of the Adjusted Equity, less Insurance Cover if any.

Provided further that at the end of three (3) months period from the period mentioned in this Article 13.4.4, this Agreement may be terminated by the BESSD.

In the event of termination of BESP, any damages or charges payable to the STU, for the connectivity of the plant, shall be borne by the by the entity due to whose failure, the termination was triggered.

### **13.5      *Termination due to Force Majeure***

If the Force Majeure Event or its effects continue to be present beyond the period as specified in Article 4.5.3, either Party shall have the right to cause termination of the Agreement. In such an event, this Agreement shall terminate on the date of such Termination Notice without any further liability to either Party from the date of such termination.

- 13.6** In all cases, the lenders may also step in where appropriate as provided in the financing documents. Further, in all cases, the defaulting Party will be required to pay the applicable compensation including VGF disbursed by RVUNL within 3 months from the due date of such payment, subsequent to which, the defaulting Party will be required to pay a monthly interest @1% of the compensation.

## **ARTICLE 14: LIABILITY AND INDEMNIFICATION**

### **14.1 Indemnity**

14.1.1 The BESSD shall indemnify, defend and hold RVUNL harmless against:

- a) any and all third party claims against RVUNL for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the BESSD of any of its obligations under this Agreement; and
- b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by RVUNL from third party claims arising by reason of a breach by the BESSD of any of its obligations under this Agreement, (provided that this Article 14 shall not apply to such breaches by the BESSD, for which specific remedies have been provided for under this Agreement).

14.1.2 RVUNL agrees to indemnify, defend and hold the BESSD harmless from and against:

any and all claims, liabilities, actions, demands, judgments, losses, costs, expenses, suits, actions and damages arising by reason of bodily injury, death or damage to property sustained by third parties that are caused by an act of negligence or the willful misconduct of RVUNL, or by an officer, director, sub-contractor, agent or employee of RVUNL except to the extent of such injury, death or damage as is attributable to the willful misconduct or negligence of, or breach of this Agreement by, the BESSD, or by an officer, director, sub-contractor, agent or employee of the BESSD.

### **14.2 Procedure for claiming Indemnity**

#### **14.2.1 Third party claims**

- a. Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Article 14.1.1(a) or 14.1.2(a), the Indemnified Party shall promptly notify the Indemnifying Party of such claim referred to in Article 14.1.1(a) or 14.1.2(a) in respect of which it is entitled to be indemnified. Such notice shall be given as soon as reasonably practicable after the Indemnified Party becomes aware of such claim. The Indemnifying Party shall be liable to settle the indemnification claim within thirty (30) days of receipt of the above notice. Provided however that, if:
  - i) the Parties choose to refer the dispute in accordance with Article 16.3.2;

and

- ii) the claim amount is not required to be paid/ deposited to such third party pending the resolution of the Dispute,

the Indemnifying Party shall become liable to pay the claim amount to the Indemnified Party or to the third party, as the case may be, promptly following the resolution of the Dispute, if such Dispute is not settled in favour of the Indemnified Party.

- b. The Indemnified Party may contest the claim by referring to the Appropriate Commission for which it is entitled to be Indemnified under Article 14.1.1(a) or 14.1.2(a) and the Indemnifying Party shall reimburse to the Indemnified Party all reasonable costs and expenses incurred by the Indemnified party. However, such Indemnified Party shall not settle or compromise such claim without first getting the consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

An Indemnifying Party may, at its own expense, assume control of the defence of any proceedings brought against the Indemnified Party if it acknowledges its obligation to indemnify such Indemnified Party, gives such Indemnified Party prompt notice of its intention to assume control of the defence, and employs an independent legal counsel at its own cost that is reasonably satisfactory to the Indemnified Party.

### **14.3 Indemnifiable Losses**

- 14.3.1 Where an Indemnified Party is entitled to Indemnifiable Losses from the Indemnifying Party pursuant to Article 14.1.1(b) or 14.1.2(b), the Indemnified Party shall promptly notify the Indemnifying Party of the Indemnifiable Losses actually incurred by the Indemnified Party. The Indemnifiable Losses shall be reimbursed by the Indemnifying Party within thirty (30) days of receipt of the notice seeking Indemnifiable Losses by the Indemnified Party. In case of nonpayment of such losses after a valid notice under this Article 14.3, such event shall constitute a payment default under Article 13.

### **14.4 Limitation on Liability**

- 14.4.1 Except as expressly provided in this Agreement, neither the BESSD nor RVUNL nor its/ their respective officers, directors, agents, employees or affiliates (or their officers, directors, agents or employees), shall be liable or responsible to the other Party or its affiliates, officers, directors, agents, employees,

successors or permitted assigns or their respective insurers for incidental, indirect or consequential damages, connected with or resulting from performance or non-performance of this Agreement, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under this Agreement), any increased expense of, reduction in or loss of power generation or equipment used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of RVUNL, the BESSD or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

14.4.2 RVUNL shall have no recourse against any officer, director or shareholder of the BESSD or any Affiliate of the BESSD or any of its officers, directors or shareholders for such claims excluded under this Article. The BESSD shall have no recourse against any officer, director or shareholder of RVUNL, or any affiliate of RVUNL or any of its officers, directors or shareholders for such claims excluded under this Article.

#### **14.5 RVUNL's Liability**

14.5.1 Notwithstanding anything to the contrary contained in this Agreement, the Parties acknowledge and accept that the payment of money becoming due from the RVUNL to the BESSD under this Agreement for supply of Energy / Capacity to the extent of the Contracted Capacity shall be as per the recourse in the BESPA.

#### **14.6 Duty to Mitigate**

14.6.1 The Parties shall endeavour to take all reasonable steps so as mitigate any loss or damage which has occurred under this Article 14.

## **ARTICLE 15: ASSIGNMENTS AND CHARGES**

### **15.1 Assignments**

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned by any Party, other than by mutual consent between the Parties to be evidenced in writing. Such assignment shall be agreed to by

RVUNL subject to the compliance of provisions contained in this Agreement and more specifically to the provisions of Article 4.1.1 of this Agreement. In no case, such assignment shall be permissible prior to the declaration of COD.

Notwithstanding above, this Agreement may be assigned to the Project Lenders or Lender's Representative under the Financing Agreements, under intimation to RVUNL.

Provided that, such consent will not be withheld if RVUNL seeks to transfer to any transferee all of its rights and obligations under this Agreement.

The enforcement of the rights and obligation between the BESSD and the RVUNL provided in this Agreement shall not be treated as an assignment but an enforcement of the terms agreed under this Agreement.

Provided further that any successor(s) or permitted assign(s) identified after mutual agreement between the Parties may be required to execute a new agreement on the same terms and conditions as are included in this Agreement. An amount of Rs. 5 Lakh per Transaction as Facilitation Fee (non-refundable) shall be deposited by the BESSD to RVUNL. Provided further that, such consent shall not be withheld by the BESSD if RVUNL seeks to transfer to any affiliate all of its rights and obligations under this Agreement.

In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh BESPAs with a new entity, an amount of Rs. 10 Lakh per Transaction as Facilitation Fee (non-refundable) shall be deposited by the BESSD to RVUNL.

### **15.2 Permitted Charges**

15.2.1 BESSD shall not create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement, other than as set forth in Article 15.1 and the Guidelines.

## **ARTICLE 16: GOVERNING LAW AND DISPUTE RESOLUTION**

### **16.1 Governing Law**

16.1.1 This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this Agreement shall be under the jurisdiction of appropriate courts in Rajasthan.

### **16.2 Amicable Settlement and Dispute Resolution**

#### **16.2.1 Amicable Settlement**

- i. Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement ("Dispute") by giving a written notice (Dispute Notice) to the other Party, which shall contain:
  - (a) a description of the Dispute;
  - (b) the grounds for such Dispute; and
  - (c) all written material in support of its claim.
- ii. The other Party shall, within thirty (30) days of issue of Dispute Notice issued under Article 16.2.1(i), furnish:
  - (a) counter-claim and defences, if any, regarding the Dispute; and
  - (b) all written material in support of its defences and counter-claim.
- iii. Within thirty (30) days of issue of Dispute Notice by any Party pursuant to Article 16
  - (i) if the other Party does not furnish any counter claim or defence under Article 16
  - (ii) or thirty (30) days from the date of furnishing counter claims or defence by the other Party, both the Parties to the Dispute shall meet to settle such Dispute amicably. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article 16.2.1.
  - (iii) the Dispute shall be referred for dispute resolution in accordance with Article 16.3.

### **16.3 Dispute Resolution**

#### **16.3.1 Dispute Resolution by the Appropriate Commission**

- i) Where any Dispute or differences arises in relation to this agreement of any nature whatsoever including the construction, interpretation or implementation of the provisions of this agreement as well as claim made by

any Party for any change in or determination of the Tariff or any matter related to Tariff or claims made by any Party which partly or wholly relate to any change in the Tariff or determination of any of such claims could result in change in the Tariff, and relates to any matter agreed to be referred to the Appropriate Commission, shall be submitted to adjudication by the Appropriate Commission. Appeal against the decisions of the Appropriate Commission shall be made only as per the provisions of the Electricity Act, 2003, as amended from time to time.

#### **16.4 *Parties to Perform Obligations***

- 16.4.1 Notwithstanding the existence of any Dispute and difference referred to the Appropriate Commission and save as the Appropriate Commission may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations (which are not in dispute) under this Agreement.

## **ARTICLE 17: MISCELLANEOUS PROVISIONS**

### **17.1 Amendment**

17.1.1 This Agreement may only be amended or supplemented by a written agreement between the Parties.

### **17.2 Third Party Beneficiaries**

17.2.1 This Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns and shall not be construed as creating any duty, standard of care or any liability to, any person not a party to this Agreement.

### **17.3 Waiver**

17.3.1 No waiver by either Party of any default or breach by the other Party in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorised representative of such Party.

17.3.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this Agreement, which shall remain in full force and effect.

### **17.4 Confidentiality**

17.4.1 The Parties undertake to hold in confidence this Agreement and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

- a) to their professional advisors;
- b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or
- c) disclosures required under Law, without the prior written consent of the other Party.

### **17.5 Severability**

17.5.1 The invalidity or unenforceability, for any reason, of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of this



Agreement, unless the part held invalid or unenforceable is fundamental to this Agreement.

## **17.6 Notices**

17.6.1 All notices or other communications which are required to be given under this Agreement shall be in writing and in the English language.

17.6.2 If to the BESSD, all notices or other communications which are required must be delivered personally or by registered post or facsimile or any other method duly acknowledged to the addresses below:

Address :

Attention :

Email :

Fax. No. :

Telephone No. :

17.6.3 If to RVUNL, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the address(es) below:

(i) Address :

Attention :

Email :

Fax. No. :

Telephone No. :

17.6.4 All notices or communications given by facsimile shall be confirmed by sending a copy of the same via post office in an envelope properly addressed to the appropriate Party for delivery by registered mail. All notices shall be deemed validly delivered upon receipt evidenced by an acknowledgement of the recipient, unless the Party delivering the notice can prove in case of delivery through the registered post that the recipient refused to acknowledge the receipt of the notice despite efforts of the postal authorities.

17.6.5 Any Party may by notice of at least fifteen (15) days to the other Party change the address and/or addresses to which such notices and communications to it are to be delivered or mailed.

## **17.7 Language**

- 17.7.1 All agreements, correspondence and communications between the Parties relating to this Agreement and all other documentation to be prepared and supplied under the Agreement shall be written in English, and the Agreement shall be construed and interpreted in accordance with English language.
- 17.7.2 If any of the agreements, correspondence, communications or documents are prepared in any language other than English, the English translation of such agreements, correspondence, communications or documents shall prevail in matters of interpretation.

## **17.8 Restriction of Shareholders / Owners' Liability**

- 17.8.1 Parties expressly agree and acknowledge that none of the shareholders of the Parties hereto shall be liable to the other Parties for any of the contractual obligations of the concerned Party under this Agreement. Further, the financial liabilities of the shareholder/s of each Party to this Agreement, shall be restricted to the extent provided in the Indian Companies Act, 2013.

## **17.9 Taxes and Duties**

- 17.9.1 The BESSD shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/ levied on the BESSD, contractors or their employees that are required to be paid by the BESSD as per the Law in relation to the execution of the Agreement and for supplying power as per the terms of this Agreement.
- 17.9.2 RVUNL shall be indemnified and held harmless by the BESSD against any claims that may be made against RVUNL in relation to the matters set out in Article 17.9.1.
- 17.9.3 RVUNL shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the BESSD by RVUNL on behalf of BESSD.

## **17.10 Independent Entity**

- 17.10.1 The BESSD shall be an independent entity performing its obligations pursuant to the Agreement.
- 17.10.2 Subject to the provisions of the Agreement, the BESSD shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the BESSD or

contractors engaged by the BESSD in connection with the performance of the Agreement shall be under the complete control of the BESSD and shall not be deemed to be employees, representatives, contractors of RVUNL and nothing contained in the Agreement or in any agreement or contract awarded by the BESSD shall be construed to create any contractual relationship between any such employees, representatives or contractors and RVUNL.

#### **17.11 Compliance with Law**

Despite anything contained in this Agreement but without prejudice to this Article, if any provision of this Agreement shall be in deviation or inconsistent with or repugnant to the provisions contained in the Electricity Act, 2003, or any rules and regulations made there under, such provision of this Agreement shall be deemed to be amended to the extent required to bring it into compliance with the aforesaid relevant provisions as amended from time to time.

#### **17.12 Breach of Obligations**

The Parties acknowledge that a breach of any of the obligations contained herein would result in injuries. The Parties further acknowledge that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this Agreement is a genuine and reasonable pre-estimate of the damages that may be suffered by the non-defaulting party in each case specified under this Agreement.

#### **17.13 Order of priority in application**

In case of inconsistencies between the agreement(s) executed between the Parties, applicable Law including rules and regulations framed thereunder, the order of priority as between them shall be the order in which they are placed below:

- i. applicable Law, rules and regulations framed thereunder;
- ii. the Grid Code; and
- iii. the terms and conditions of this Agreement;

Now therefore, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the Parties as follows:

IN WITNESS WHEREOF the Parties have caused the Agreement to be executed through their duly authorized representatives as of the date and place set forth above.

For and on behalf of

For and on behalf of

[RVUNL]

Name, Designation and Address  
Signature with seal

Witness:

1.

2.

[BESSD]

Name, Designation and Address  
Signature with seal

Witness:

1.

2.

## Schedule-A:

### FORMULA FOR DETERMINATION OF IMPACT IN TARIFF OR CHARGES DUE TO CHANGE IN LAW:

Formula to calculate adjustment in the tariff due to the impact of Change in Law, which is non-recurring in nature—

Let financial impact of change in law = **P**; then the modification in the monthly tariff (**MT**) for compensating the financial impact is given by—

$$MT = \frac{Y}{X}$$

where **X** = Contracted Capacity (MW) / (Average Availability during the Month<sup>-1</sup>);

and 
$$Y = \frac{(P \times M_r)(1 + M_r)^n}{(1 + M_r)^n - 1};$$

where,—

**n** = No. of months over which the financial impact has to be paid (subject to a maximum of 180 months in case of the non-recurring fixed amount but in case of recurring impact it will

be till the impact persists); and  $M_r$  = monthly rate of interest =  $\frac{R}{12 \times 100}$ ;

where **R** = annual rate of interest on loan component (in %) as considered by the Central Electricity Regulatory Commission in its Order for Tariff determination from Conventional or Renewable Energy Sources (whichever is applicable) for the year in which the project is commissioned. In absence of relevant Orders of the Central Electricity Regulatory Commission for the concerned year, the interest rate shall be average interest rate plus 200 basis points above the average State Bank of India Marginal Cost of Funds based leading rate, of one year tenor, prevalent during the last available six months for such period.

Further, the BESSD shall true up the MT annually so as to ensure that the payment to the affected party is capped at the yearly annuity amount.

Any such change shall be considered upto three digits after the decimal point, and remaining digits, if any, shall be ignored.

For e.g. in case the change in tariff payable is calculated as Rs. 0.14678/MW, it shall be modified as Rs. 0.146/MW.

## Schedule-B Performance Criteria & Calculation under BESP A:

1. Power rating of a 2000 MWh (1000 MW x2 hrs) BESS will be 1000 MW, i.e., the maximum value of the active Output and Input Power at the Delivery Point. The Energy rating of 2000 MWh of the system will be the dispatchable capacity at COD of the system, as measured at the Metering Point. Terms and definitions after terminologies related to BESS shall be as defined in IEC 62933-2-1.
2. The BESSD shall make the BESS available for 2 operational cycles per day, i.e. 2 complete charge-discharge cycles per day. Following provisions shall be applicable on the Project Capacity:
  - i. The procurement shall be in power (MW) terms. The BESSD shall install, operate and maintain the BESS to offer facility to RVUNL to charge and discharge the BESS on an “on demand” basis. The BESSD shall guarantee a minimum system availability of 95% on monthly basis. The BESSD shall pay the liquidated damages for any shortfall and shall duly pay such damages to RVUNL. Amount of such liquidated damages shall be twice the Capacity Charges for the capacity not made available.
  - ii. Availability of the Project shall mean the ability of the BESS to execute a function i.e. charging or discharging, when called upon to do so, as per the schedule or signal provided by the off-taker, subject to the minimum system ratings specified herein. In addition, the BESSD shall also demonstrate, on monthly basis, 100% of the minimum dispatchable Capacity of the BESS as required under the provisions of this agreement and mentioned below.

Monthly availability guarantee shall commence from the date of commissioning of the system and shall be calculated as below:

Monthly System Availability = Mean of the System availabilities of all time-blocks during the month in which the off-taker has scheduled power for charging/discharging the BESS.

where,

System Availability in a time-block =

$$\frac{\text{Actual Injection/Drawal } MU_i(A)}{\text{Scheduled Injection/Drawal } MU_i(B)}$$

where

- a) i refers to the i<sup>th</sup> time-block in the month where Scheduled Injection/Drawal  $MU_i \neq 0$ .
- b) Actual Injection/Drawal  $MU_i$  is the Energy Scheduled for Charging/Discharging in the i<sup>th</sup> timeblock, in MUs

- c) Scheduled Injection/Drawal  $MU_i$  is the Energy Scheduled for Charging/Discharging in the  $i^{th}$  timeblock, in MUs
  - d) A and B shall be as per the DSM/UI Reports published by the Regional RPCs or measurement at the Main ABT Meter at the Interconnection Point.
- iii. The BESSD shall guarantee AC to AC roundtrip efficiency (RtE) of system on monthly basis. The BESSD shall be liable for Liquidated Damages to the off-taker, if any, on account of excess conversion losses, based on the following conditions:
- (a) For  $RtE < 70\%$ , there shall be a liquidated damage @ APPC tariff of previous financial year of the Discoms of excess conversion losses considering system  $RtE = 85\%$  and tariff payment for the corresponding month shall not be made to the BESSD;
  - (b) For  $70\% \leq RtE < 85\%$ , there shall be a liquidated damage levied @ APPC tariff of previous financial year of the Discoms of excess conversion losses considering system  $RtE = 85\%$ ;
  - (c) For  $RtE > 85\%$ , there shall be incentive @Rs. 0.50 per unit of excess discharge of energy considering system  $RtE = 85\%$

System Roundtrip Efficiency for the month =

$$\frac{\text{Sum Total of Actual Injection/Discharging } MU_{sj} \text{ in the month (C)}}{\text{Sum Total of Actual Drawal/Charging } MU_{sj} \text{ in the month (D)}}$$

Where,

j refers to the  $j^{th}$  month in a year;

$D \neq 0$ ;

$$D \leq 2 \times E_{\text{bess}} \times (MD_{n-1} - (MD_{n-1} - MD_n) \times j/12) / RtE_g;$$

$E_{\text{bess}}$  refers to Energy Rating;

$MD_{n-1}$  refers to minimum guaranteed dispatchable energy at the end of the previous year (as a % of Capacity at the COD);

$MD_n$  refers to minimum guaranteed dispatchable energy at the end of the current year;

$RtE_g$  refers to the guaranteed Round-Trip Efficiency under the BESPA;

C and D shall be as per the DSM/UI Reports published by the Regional RPCs or measurement at the Main ABT Meter at the Point of Interconnection.

Note:

- The Scheduled capacity shall be subject to the System Power Rating.
  - The BESSD shall take separate, metered connection for the Auxiliary Power load of BESS.
3. 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.
  4. RVUNL shall in accordance with Applicable Laws and Regulations thereunder, issue instructions to the BESSD 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. However, in no case, the same shall be more than 1 hour.
  5. 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.

BESSD will have to comply with the Charging and Discharging Schedule as intimated by RVUNL.

6. 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.
7. It shall be the responsibility of the BESSD to make periodic replacements/replenishments of system capacities (to ensure annual guaranteed system ratings), if and when required, up to the Term of the Contract. Outage time as a result of replacement will also be counted as an "Accountable BESS Outage" for the purpose of computing BESS Availability.



**SCHEDULE 1: PERFORMANCE BANK GUARANTEE (PBG)/ PAYMENT ON ORDER  
INSTRUMENT (POI)/Surety Bond**

(to be attached herewith separately for each Project)

**SCHEDULE 2:**

**ILLUSTRATIONS**

**(Please refer Article 4.4 of this Agreement)**

**Illustration**

**1. System Availability**

Under BESPA 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	Drawl (from Grid) Mus (Charging) (X)	Injection (into Grid) MUs (Discharging) (Y)	Scheduled Mus (Z)	Time-block Availability, (TA) = (Xi/Zi) + (Yi/Zi)
01-May-22	1	0.088	0	0.088	1.00
01-May-22	2	0.088	0	0.088	1.00
01-May-22	3	0.075	0	0.088	0.85
01-May-22	4	0	0	0	NA
01-May-22	5	0	0	0	NA
01-May-22	6	0	0	0	NA
01-May-22	7	0	0	0	NA
01-May-22	8	0	0	0	NA
01-May-22	9	0	0	0	NA
01-May-22	10	0	0	0	NA
01-May-22	11	0	0	0	NA
01-May-22	12	0	0	0	NA
01-May-22	13	0	0	0	NA
01-May-22	14	0	0	0	NA
01-May-22	15	0	0	0	NA
01-May-22	16	0	0	0	NA
01-May-22	17	0	0	0	NA
01-May-22	18	0	0	0	NA
01-May-22	19	0	0	0	NA
01-May-22	20	0	0	0	NA
01-May-22	21	0	0	0	NA
01-May-22	22	0	0	0	NA
01-May-22	23	0	0	0	NA
01-May-22	24	0	0.075	0.075	1
01-May-22	25	0	0.075	0.075	1
01-May-22	26	0	0.075	0.075	1
01-May-22	27	0	0.075	0.075	1
01-May-22	28	0	0.075	0.075	1

01-May-22	29	0	0.075	0.075	1
01-May-22	30	0	0.06	0.075	0.8
01-May-22	31	0	0.05	0.075	0.67
01-May-22	32	0	0	0	NA
01-May-22	33	0	0	0	NA
01-May-22	34	0	0	0	NA
01-May-22	35	0	0	0	NA
01-May-22	36	0	0	0	NA
01-May-22	37	0	0	0	NA
01-May-22	38	0	0	0	NA
01-May-22	39	0	0	0	NA
01-May-22	40	0	0	0	NA
01-May-22	41	0	0	0	NA
01-May-22	42	0	0	0	NA
01-May-22	43	0	0	0	NA
01-May-22	44	0.088	0	0.088	1.00
01-May-22	45	0.08	0	0.088	0.91
01-May-22	46	0.08	0	0.088	0.91
01-May-22	47	0.088	0	0.088	1.00
01-May-22	48	0.088	0	0.088	1.00
01-May-22	49	0.088	0	0.088	1.00
01-May-22	50	0.088	0	0.088	1.00
01-May-22	51	0.088	0	0.088	1.00
01-May-22	52	0	0	0	NA
01-May-22	53	0	0	0	NA
01-May-22	54	0	0	0	NA
01-May-22	55	0	0	0	NA
01-May-22	56	0	0	0	NA
01-May-22	57	0	0	0	NA
01-May-22	58	0	0	0	NA
01-May-22	59	0	0	0	NA
01-May-22	60	0	0	0	NA
01-May-22	61	0	0	0	NA
01-May-22	62	0	0	0	NA
01-May-22	63	0	0	0	NA
01-May-22	64	0	0	0	NA
01-May-22	65	0	0	0	NA
01-May-22	66	0	0	0	NA
01-May-22	67	0	0	0	NA
01-May-22	68	0	0	0	NA
01-May-22	69	0	0	0	NA
01-May-22	70	0	0	0	NA
01-May-22	71	0	0	0	NA
01-May-22	72	0	0	0	NA
01-May-22	73	0	0	0	NA
01-May-22	74	0	0	0	NA
01-May-22	75	0	0	0	NA
01-May-22	76	0	0	0	NA
01-May-22	77	0	0	0	NA
01-May-22	78	0	0	0	NA
01-May-22	79	0	0	0	NA
01-May-22	80	0	0.075	0.075	1.00
01-May-22	81	0	0.075	0.075	1.00

01-May-22	82	0	0.075	0.075	1.00
01-May-22	83	0	0.075	0.075	1.00
01-May-22	84	0	0.075	0.075	1.00
01-May-22	85	0	0.075	0.075	1.00
01-May-22	86	0	0.075	0.075	1.00
01-May-22	87	0	0.07	0.075	0.93
01-May-22	88	0	0	0	NA
01-May-22	89	0	0	0	NA
01-May-22	90	0	0	0	NA
01-May-22	91	0	0	0	NA
01-May-22	92	0.088	0	0.088	1
01-May-22	93	0.088	0	0.088	1
01-May-22	94	0.088	0	0.088	1
01-May-22	95	0.088	0	0.088	1
01-May-22	96	0.088	0	0.088	1
<b>Total</b>		<b>1.379</b>	<b>1.155</b>		

i is the i<sup>th</sup> Time block 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 2880 time-blocks (96\*30) in a month (assuming 30 days in a month), excluding time-blocks where Grid is unavailable or in case of Force Majeure.

Assuming the following parameters:

- a. Total Contract Capacity = 300 MW, **C**
- b. Quoted monthly Capacity charges = 5 lakhs/MW/month, **D**
- c. Monthly system availability (as per procedure above) is calculated to be 0.93, **B**

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

$$\begin{aligned}
 \text{Liquidated damages} &= (A - B) \times C \times D \times 2 \\
 &= (0.95 - 0.93) \times 300 \times 5 \times 2 \\
 &= \text{Rs. 60 lakhs}
 \end{aligned}$$

## 2. System Round Trip Efficiency

The present illustration is for calculating the Daily System Efficiency as demonstration only. The same methodology shall be used for calculation of monthly system efficiency.

System Efficiency =  $\frac{\text{Total of Column (Y)}}{\text{Total of Column (X)}} = \frac{1.155}{1.379} = 0.837 \sim 0.84$  (rounded off to 2 decimal places).

Assuming:

- a. monthly System Efficiency = 0.84,
- b. Total Monthly Drawl from Grid (Charging Power) = 41.1 MUs

Liquidated Damages is calculated @ Rs. 2 per unit for excess loss of energy considering expected System Efficiency to be 85%

Excess conversion losses =  $(0.85 - 0.84) \times \text{Total Drawl from the grid in the month (i.e. Charging Energy)}$

**Liquidated Damages for the month** = Rs.  $0.01 \times 41.1 \times 2$   
= Rs. 0.822 Millions  
= Rs. **8.22 lakhs**

## SCHEDULE 3: COMMISSIONING PROCEDURE AND INDICATIVE SINGLE LINE DIAGRAM (SLD)

**Draft BATTERY ENERGY STORAGE SALE  
AGREEMENT FOR  
SALE OF 1000 MW/ 2000 MWh of BESS CAPACITY ON LONG TERM  
BASIS**

**Between**

**Rajasthan Vidyut Utpadan Nigam Ltd.**

**And**

**RUVITL/ Discoms**

This Battery Energy Storage Sale Agreement is made on the ..... day of ..... of 20\_\_ at .....,

Between

Rajasthan Vidyut Utpadan Nigam Ltd., a company incorporated under the Companies Act 1956, having its registered office at Vidyut Bhawan, Janpath, Jaipur- 302005 (hereinafter referred to as “RVUNL”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assignees) as a Party of the first part.

And

RUVITL/ Discoms, a company incorporated under the Companies Act 2013, having its registered office at..... (hereinafter referred to as “**Buying Entity/ Buying Utility**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the second part.

RVUNL and Buying Entity are individually referred to as „Party“ and collectively referred to as „Parties“

## WHEREAS:

- A. The Ministry of Power, Government of India has issued the “Guidelines for Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services” vide Resolution dated 10th March 2022, including subsequent amendments and clarifications thereof, if any, issued until \_\_\_\_\_[Enter the last date of bid submission of the RfS].
- B. RVUNL has been designated as a Nodal Agency for developing and facilitating the establishment of the Grid connected Battery Energy Storage Capacity in Rajasthan in terms of the Policy / Guidelines issued by the Government of India;
- C. RVUNL had initiated a Tariff Based Competitive Bid Process for development of 1 000 MW/ 2 000 MWh of STU connected Battery Energy Storage Project (Project) on the terms and conditions contained in the Request for Selection Documents (hereinafter referred to as „RfS“) issued by RVUNL vide RfS No TN- /2025-26 dated \_\_\_\_\_ and subsequent amendment, if any; Out of the cumulative awarded project capacity of 1000MW/2000MWh under aforementioned RfS, entire 100% of project capacity shall be procured by RVUNL.
- D. RVUNL has signed/will sign Battery Energy Storage Purchase Agreements (BESPAs) with the Battery Energy Storage Developers (BESSDs) selected under the RfS mentioned herein above (hereinafter referred to as “BESSDs”) for procurement of 1000 MW/ 2000 MWh of BESS Capacity from the Project(s) selected under the provisions of Request for Selection No. TN-...../2025-26 dated ..... and subsequent amendment, if any) based on the above mentioned Guidelines, if it is less than \_\_\_\_\_MW/ \_\_\_\_\_MWh, on a long-term basis, as indicated at Schedule-B of BESSA;
- E. Buying Utility has agreed to purchase BESS Capacity from the RVUNL under the above RfS and accordingly, RVUNL has agreed to sign Battery Energy Storage Purchase Agreements (BESPAs) with BESSD for procurement of 1000 MW/2000 MWh BESS Capacity on a long-term basis, as indicated at Schedule-B of PSA. Copy of the BESPA(s) shall be submitted to Buying Utility within thirty (30) days of the signing of the BESPA(s) and such BESPA(s) shall become integral part of this Agreement (RVUNL-Buying Utility BESSA).

- F. Pursuant to the aforesaid objective, the Parties are desirous of entering into a Battery Energy Storage Sale Agreement (“BESSA”) i.e. a definitive agreement, regarding purchase of BESS Capacity from the Project(s). Pending execution of the necessary agreements and other relevant documents in relation to the transaction contemplated herein, the Parties wish to execute this BESSA setting out the respective obligations of the Parties and the steps necessary to complete the transactions contemplated herein.

The Parties have accordingly agreed to enter into this BESSA to record their understanding and agreement with regard to the purchase of BESS Capacity to be generated from the Project and in respect to the matters incidental or ancillary thereto, upon the terms and conditions set out herein below.

**NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND MUTUAL AGREEMENTS, COVENANTS AND CONDITIONS SET FORTH HEREIN, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

- I This Agreement shall come into effect from signing of this Agreement by both the parties and such date shall be the Effective Date for the purpose of this Agreement.
- II Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either Party against the other under this Agreement shall be that, within 120 days after the Effective Date of the BESPA, RVUNL shall obtain adoption of tariff from its State Electricity Regulatory Commission and/or CERC (as applicable), on the terms and conditions contained in this Agreement read with the terms and conditions contained in the BESPA entered into between RVUNL and the BESSD. The Parties agree that in the event the order of adoption of tariff as mentioned above is not issued by the SERC and/or CERC (as applicable) within the time specified above, this shall entail a corresponding extension in Scheduled Financial Closure and the Scheduled Commissioning Date of the Projects for equal number of days for which the CERC/SERC order has been delayed beyond the above deadline.
- III The duration of this Agreement shall be coextensive and coterminous with the duration of the BESPA to be entered into between the RVUNL and the BESSD for all intent and purposes.
- IV Not used.

- V Subject to the terms and conditions contained herein, RVUNL hereby agrees to sell and make available the BESS Capacity procured by RVUNL from the 1000 MW/ 2000 MWh Project to be set up by the BESSD at **(Insert location)** on the terms and conditions contained in the BESPA to be entered into between RVUNL and the BESSD, as per the initialed BESPA (Schedule "A") on a back to back basis, to Buying Entity.
- VI. Buying Entity hereby acknowledges and accepts that RVUNL is an Intermediary to facilitate the promotion of BESS Capacity and to purchase and re-sell the BESS Capacity to the Buying Entities including distribution licensees to enable them to fulfill the requirement of BESS Capacity and, therefore, the sale of BESS Capacity by RVUNL to Buying Entity under this Agreement shall be entirely on a back to back basis to the purchase of BESS Capacity by RVUNL from the BESSDs under the RVUNL-BESSD BESPA, with the intent that there shall be no residual liability on the RVUNL towards the BESSD which will not be fulfilled by the Buying Entity.
- VII. In accordance with the above and except as otherwise specifically provided in this agreement, the rights and obligations of Buying Entity under this agreement shall be available and enforceable entirely and effectively on a back to back basis to the rights and obligations of the RVUNL in the RVUNL-BESSD BESPA and in the event RVUNL is not in a position to enforce its rights against the BESSD or is subject to any obligation to be performed towards BESSD, Buying Entity shall be liable to perform such obligation or shall be entitled to such rights only on a mutatis mutandis basis, without any additional or independent exposure whatsoever to RVUNL.
- VIII. Except as otherwise specifically provided in this agreement, Buying Entity acknowledges and accepts that the terms and conditions of the RVUNL- BESSD BESPA shall mutatis mutandis apply to this Agreement between the parties. Buying Entity agrees to correspondingly fulfill, on back to back basis, all the obligations assumed by RVUNL towards BESSD. Buying Entity further agrees, acknowledges and accepts that as an Intermediary, RVUNL is not assuming any obligation to Buying Entity over and above the obligation which the BESSD shall duly perform under the RVUNL – BESSD BESPA.
- IX. RVUNL has agreed with the BESSD in regard to the payment of money becoming due to BESSD under the RVUNL – BESSD BESPA and RVUNL shall be liable to discharge the payment obligation in terms of the provisions of the RVUNL- BESSD BESPA. Accordingly, Buying Entity agrees to effectively securitize the payment of money becoming due from Buying Entity to RVUNL and Buying Entity shall make such



payment to RVUNL in a timely as detailed in this Agreement, to enable RVUNL to make onward payment to the BESSD under RVUNL-BESSD BESPA.

- X. The parties agree that in respect of the obligations other than the payment obligation specifically mentioned herein above, in the event Buying Entity has any claim against RVUNL in regard to the performance of any obligation of RVUNL under this Agreement or enforcement of any right of Buying Entity against RVUNL under this Agreement, the same shall be subject to the ability of RVUNL to enforce the corresponding obligations assumed by BESSD to RVUNL under the RVUNL-BESSD BESPA. RVUNL shall not be required to perform and implement the obligations of RVUNL or agree to the enforcement of the rights of Buying Entity under this Agreement till such time the corresponding obligations under RVUNL-BESSD BESPA is duly implemented by the BESSD and in case of monetary obligations the amount is received by RVUNL from the BESSD. In the event of any such claim arising at the instance of Buying Entity, the parties shall discuss on the course of action to be initiated by RVUNL against the BESSD for enforcement of the corresponding obligation and all proceedings to be initiated by RVUNL against the BESSD for such enforcement shall be pursued by RVUNL in consultation with Buying Entity.
- XI. The parties hereby agree that the BESSD shall be liable to pay compensation under the RVUNL-BESSD BESPA for any shortfall in performance requirement of BESS Capacity provided under **Article 4.4.2 of the BESPA** from the contracted capacity. The amount of such compensation shall be as determined as per the manner and methodology specified in the BESPA and such amount shall be passed on to the Buying Entity to offset for all potential costs associated with shortfall in performance requirement under the BESPA. This amount so collected from the BESSD shall be passed on to the Buying Entity. In case the Buying Entity does not avail the remittance of such compensation within sixty (60) days of the end of corresponding Contract Year, the Buying Entity shall have a right to recover the same from the amount payable by Buying Entity against Monthly Invoices. The Parties agree that as an intermediary, RVUNL shall have no legal obligation to pay any amount towards this compensation, except when the amount of such compensation has been recovered from the BESSD by RVUNL without any conditions and encumbrances and the amount is available for appropriation by RVUNL.
- XII. The parties agree that the various terms contained in the RVUNL-BESSD BESPA such as Scope of Project, Terms of the Agreement, Performance Guarantee,

Conditions Subsequent, Obligations of the respective Parties, Construction of the Power Generation Capacity, Synchronization, Commissioning and Commercial Operation, Operation and Maintenance, Purchase and Sale of BESS Capacity, Metering and Dispatch of BESS Capacity, Charging and Discharging of BESS Power, Billing, Accounting and payments, Liabilities, Force Majeure, Events of Default, Termination, Transfer, Change in Law, Indemnity, Insurance, Assignment and Changes, Financing and Bankability, Representations and Warranties, Governing Law, Notices, etc. and all other Miscellaneous Terms provided in the RVUNL- BESSD BESPAs shall mutatis mutandis apply to this agreement between RVUNL and Buying Entity.

- XIII. The Buying Entity shall be responsible to for directly coordinating and dealing with the BESSD, Regional Load Dispatch Centers, Regional Power Committees, and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of Charging & Discharging of Energy from the BESS Capacity and due compliance with deviation and settlement mechanism and the applicable Grid code Regulations, acknowledging that the BESSD and Buying Entity are the Grid connected entities and RVUNL as intermediary procurers/ trading licensee is not a Grid connected entity in respect of the BESS Capacity contracted under this Agreement;
- XIV. The parties further agree that the payment security fund maintained by RVUNL and any amount collected in this Fund, other than Performance based default amount, shall be dealt as per relevant MoP/MNRE guidelines. In the absence of any guidelines in this regard, the fund shall be transferred to Rajasthan Discoms/RUVITL for further utilization.
- XV. The BESSD shall be required to follow the applicable procedure for grant of connectivity as issued by RERC/CERC/CEA as amended from time to time. The BESSDs will be required to apply for connectivity at the identified locations within 30 days of Effective Date of BESPAs and shall furnish copies of the application as well as granted connectivity, to RVUNL at the earliest.

## ***Article 1. APPLICABLE TARIFF***

- 1.1** The Tariff applicable for the sale of BESS Capacity by RVUNL to the Buying Entity under this Agreement shall be the Tariff as applicable for payment by RVUNL to BESSD under the terms of the BESPA between RVUNL and the BESSD (Individual BESSDs tariff as per schedule B) fixed for entire term of agreement at delivery point and in addition there to a trading margin of 07 paisa per KWh and any taxes and duties including GST (if applicable) for making BESS capacity available to the Buying Entity under this Agreement, shall be payable by the Buying Entity to RVUNL over and above of the Applicable Tariff under BESPA, which RVUNL shall be entitled to appropriate as its income. **Trading Margin shall be applicable on the units discharged by the BESS developer.**
- 1.2** As per provisions of the BESPA, the BESSDs are permitted for full as well as part commissioning of the Project even prior to the SCD. In case of early part / full commissioning of the Project(s) prior to SCD, Buying Entity may purchase the BESS Capacity at Applicable tariff as per the BESPA, plus RVUNL's Trading Margin of 07 paisa per KWh as per BESPA.
- 1.3** Incentive for Higher Round Trip Efficiency of 85%: BESSD will be liable to receive an amount calculated @ INR 0.5/kWh for incremental supply on account of Round-trip Efficiency in excess of 85%.

## ***Article 2. BILLING AND PAYMENT***

### **2.1 General**

The parties acknowledge and accept that the Electricity (Late Payment Surcharge and related matters) Rules, 2022 [hereinafter referred to as **Rules**] notified by the Central Government in exercise of the power conferred by Sub-section (1) of Section 176 of the Electricity Act, 2003 shall apply and govern the terms and conditions of this Agreement (BESSA) in regard to matters contained in the said Rules including but not limited to the Late Payment Surcharge, adjustment towards the Late Payment Surcharge, Payment Security mechanism-its operations and consequences, actions of Defaulting Entities, supply obligation of BESSD, power not requisitioned by the Buying Entity, the order of payment and adjustment towards late payment surcharge and indemnification. The above shall apply both in regard to the present agreement as

well as on mutatis mutandi and back to back basis to the BESPAs. The Rules referred to hereinabove being statutory shall, to the extent applicable, supersede any provisions in this Agreement (BESSA) and BESPAs which are inconsistent or contrary to the provisions of the Rules.

Subject to above, from the commencement of availability of BESS Capacity by RVUNL, the Buying Entity shall pay to RVUNL the monthly Tariff Payments, on or before the Due Date i.e., within **45 days** from date of submission of invoice, in accordance with Tariff as specified in Article 1. All Tariff Payments by the Buying Entity shall be in Indian Rupees.

RVUNL shall issue to the Buying Entity a signed Monthly Bill on the first business day of the month prepared based on provisional BESS Capacity of the preceding month (except for first month which shall be computed based on Contracted capacity of project as appropriated under this Agreement) and shall also include the following:

- i) Adjustments bill against the Provisional Bills based on availability of BESS Capacity in the preceding months
- ii) Amount payable on account of shortfall in performance requirement as per BESPAs
- iii) Late Payment Surcharge if any
- iv) Taxes, duties Levies etc. as applicable

## **2.2. Payment of Monthly Bills**

2.2.1 The Buying Entity shall pay the amount payable under the Monthly Bill on or before the Due Date i.e., within **45 days** of presentation of bill within official hours, to such account of RVUNL, as shall have been previously notified to the Buying Entity in accordance with Article 2.2.2 below.

2.2.2. RVUNL shall open a bank account at Jaipur ("RVUNL's Designated Account") for all Tariff Payments to be made by the Buying Entity to RVUNL, and notify the Buying Entity of the details of such account at least ninety (90) Days before the dispatch of the first Monthly Bill. The Buying Entity shall also designate a bank account at..... The Buying Entity shall inform RVUNL the details of such account ninety (90) Days before the dispatch of the first Monthly Bill. RVUNL and the Buying

Entity shall instruct their respective bankers to make all payments under this Agreement to the Buying Entity's Designated Account or RVUNL's Designated Account, as the case may be, and shall notify either Party of such instructions on the same day.

### **2.3 Late Payment Surcharge**

In the event of payment of a Monthly Bill by the Buying Entity beyond the Due Date, a Late Payment Surcharge (LPS) shall be payable by the Buying Entity to RVUNL on the outstanding payment, at the base rate of Late Payment Surcharge applicable for the period for the first month of default. "Base rate of Late Payment Surcharge" means the marginal cost of funds based lending rate for one year of the State Bank of India, as applicable on the 1st April of the financial year in which the period lies, plus five percent and in the absence of marginal cost of funds based lending rate, any other arrangement that substitutes it, which the Central Government may, by notification, in the Official Gazette, specify.

The Late Payment Surcharge shall be claimed by RVUNL through the Supplementary Bill. Late Payment Surcharge shall be payable on the outstanding payment beyond the Due Date at the base rate of Late Payment Surcharge applicable for the period for the first month of default. The rate of Late Payment Surcharge for the successive months of default shall increase by 0.5 percent (50 bps) for every month of delay provided that the Late Payment Surcharge shall not be more than 3 percent higher than the base rate at any time:

(a) **Regulation of access to defaulting entities** -In case of non-payment of dues by the Buying Entity even after two and half months from presentation of bill by RVUNL, or in case of default in the payment of installments fixed under rule 5 of the Rules referred in Article 2.1, the power supply to the defaulting entity shall be regulated as follows: -

(1) Short-term access, for sale and purchase of electricity including in the power exchange shall be regulated entirely: Provided that the same shall be also applicable on already approved short-term access: Provided further that the National Load Despatch Centre may, under exceptional circumstances for grid security,

temporarily review the regulation of short-term access under this rule, and record the reasons for doing so, in writing.

(2) If, even one month after the regulation of the short-term access or if the dues have remained unpaid for three and a half months, apart from the regulation of the short-term access in its entirety, the long and medium-term access shall be regulated by ten per cent (10%).

(3) Reduction or withdrawal of long-term access and medium-term open access shall be in such manner that the quantum of reduction in drawl schedule increases progressively by ten per cent (10%) for each month of default.

(4) On payment of outstanding dues, the regulation of access under this rule shall end and it shall be restored at the earliest, but not later than two days.

(5) State Load Despatch Centre shall issue detailed procedure to implement the regulation of access according to these rules.

(6) In case of such reduction of drawl schedule, the liability for payment of capacity charges for its original share in RVUNL as also the inter-state transmission charges shall remain with the regulated entity.

(b) All payments by the Buying Entity to RVUNL for BESS Capacity procured from it shall be first adjusted towards Late Payment Surcharge and thereafter, towards monthly charges, starting from the longest overdue bill. Order of payment and adjustment towards Late Payment Surcharge - All the bills payable by the Buying Entity to RVUNL for the energy storage capacity procured from it, shall be time tagged with respect to the date and time of submission of the bill and the payment made by the Buying Entity shall be adjusted first against the oldest bill and then to the second oldest bill and so on, so as to ensure that payment against a bill is not adjusted unless and until all bills older than it have been paid for.

(c) If the period of default lies in two or more financial years, the base rate of Late Payment Surcharge shall be calculated separately for the periods falling in different years.

## 2.4 Rebate

For payment of any Bill on or before Due Date, the following Rebate shall be paid by the RVUNL to Buying Entity in the following manner

- a) A Rebate of 1.5% shall be payable to the Buying Entity for the payments made within a period of five (5) days of presentation of bills through email.
- b) Any payments made beyond a period of 5 days up to and including the 30th Day from the date of presentation of bills through email, shall be allowed a rebate of 1%.
- c) No Rebate shall be payable on the Bills raised on account of Change in Law relating to taxes, duties, cess etc. and Late Payment Surcharge.

## 2.5 Payment Security Mechanism

### (A) Letter of Credit (LC):

2.5.1 The Buying Entity shall provide to RVUNL, in respect of payment of its Monthly Bills, a single, unconditional, revolving and irrevocable letter of credit ("Letter of Credit"), opened and maintained by the Buying Entity, which may be drawn upon by RVUNL in accordance with this Article. The Buying Entity shall provide RVUNL draft of the Letter of Credit proposed to be provided to RVUNL two (2) months before the Scheduled Commissioning Date.

2.5.2 Not later than one (1) Month before the Start of availability of the BESS Capacity, the Buying Utility shall through a scheduled bank at \_\_\_\_\_, open a Letter of Credit in favour of RVUNL, to be made operative at least 15 days prior to the Due Date of its first Monthly Bill under this Agreement. The Letter of Credit shall have a term of twelve (12) Months and shall be reviewed after every 12 month for an amount equal to:

- i) for the first Contract Year, equal to 110% of the estimated average monthly billing;
- ii) for each subsequent Contract Year, equal to 100% of the average of the monthly Tariff Payments of the previous Contract Year.

2.5.3 RVUNL shall not draw upon such Letter of Credit prior to the Due Date of the relevant Monthly Bill, and shall not make more than one drawl in a Month provided that there are no outstanding dues.

- 2.5.4 Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article 2.5.2 due to any reason whatsoever, the Buying Entity shall restore such shortfall within seven (7) days.
- 2.5.5 The Buying Entity shall cause the scheduled bank issuing the Letter of Credit to intimate RVUNL, in writing regarding establishing of such irrevocable Letter of Credit and any of the changes therein.
- 2.5.6 The Buying Entity shall ensure that the Letter of Credit shall be renewed not later than its expiry.
- 2.5.7 All costs relating to opening, maintenance of the Letter of Credit shall be borne by the Buying Entity.
- 2.5.8 If the Buying Entity fails to pay a Monthly Bill or part thereof within and including the Due Date, then, subject to Article 2.5.3 and 2.9, RVUNL may draw upon the Letter of Credit, and accordingly the bank shall pay without any reference or instructions from the Buying Entity, an amount equal to such Monthly Bill or part thereof, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:
- i) a copy of the Monthly Bill which has remained unpaid by the Buying Entity;
  - ii) a certificate from RVUNL to the effect that the bill at item (i) above, or specified part thereof, is in accordance with the Agreement and has remained unpaid beyond the Due Date;

## **2.6 State Government Guarantee - Void**

## **2.7 Payment Security Fund – Void**

## **2.8 Third Party Sales by RVUNL**

- 2.8.1 Notwithstanding anything to the contrary contained in this Agreement, RVUNL shall be titled to but not obligated to regulate availability of the BESS Capacity to the Buying Utility in case of Default in making payment by the 15<sup>th</sup> day after the Due Date of the Buying Utility. RVUNL shall issue the Notice for Regulation of BESS Capacity on the date above and shall give a notice of 15 days to start the regulation on the 16<sup>th</sup> day thereafter.
- 2.8.2 Regulation of BESS Capacity would be on pro rata basis i.e., in the ratio of amount due and unpaid to total amount due against the relevant Monthly Bill.
- 2.8.3 In order to avoid any doubts, it is illustrated that:



In the event of a bill amounting to Rs. 25 Crore is unpaid to the extent of Rs. 10 Crore, RVUNL would have a right to regulate and sell Buying Utility's allocation of the BESS Capacity to third parties to the extent of 40% (i.e.  $10/25 \times 100$ ). RVUNL/BESSD shall have the right to divert the BESS Capacity or part thereof and sell it to any third party namely;

- i) Any consumer, subject to applicable Law; or
- ii) Any licensee under the Act;

2.8.4 Provided that such sale of BESS Capacity to third party shall not absolve Buying Entity from its obligation to pay in full to RVUNL for the obligation for the BESS Capacity as per Schedule-A & B of this Agreement and any other outstanding payment liability of Buying Entity as per this Agreement.

Further, in such case, Buying Entity shall have the unconditional obligation to provide and facilitate all necessary clearances and support for the evacuation and scheduling of BESS Capacity to the third party to whom the BESS Capacity is diverted and further to bear any and all incremental charges and losses including but not limited to application fee, connectivity, open access, STU charges & Losses, transmission, wheeling, Unscheduled Interchange, Scheduling, Reactive power, RLDC. These obligations are assumed by the Buying Entity as being necessarily arising out of the failure to off-take BESS Capacity and duly discharge the payment obligation arising therefrom.

The rights of RVUNL under this clause is without prejudice to other rights provided under the Agreement.

2.8.5 The amount realized from the diversion and sale of BESS capacity to third party over and above the Applicable Tariff, any charges including open access charges and other costs shall be adjusted first against the pending liability of the Buying Utility. Deficit if any shall be made good by the Buying Utility.

2.8.6 Sales to any third party shall cease and regular availability of BESS Capacity to the Buying Utility shall commence and be restored within thirty (30) days from the date of clearing all outstanding dues payable to RVUNL for the BESS Capacity under this Agreement.

## **2.9 Disputed Bill**

- 2.9.1 If the Buying Entity does not dispute a Monthly Bill raised by the other Party within forty five (45) days of receiving such Bill shall be taken as conclusive and binding.
- 2.9.2 If Buying Entity disputes the amount payable under a Monthly Bill it shall pay undisputed amount of the invoice amount and it shall within forty five (45) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:
- i) the details of the disputed amount;
  - ii) its estimate of what the correct amount should be; and
  - iii) all written material in support of its claim.
- 2.9.3 If the RVUNL agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 2.9.2, the RVUNL shall make appropriate adjustment in the next Monthly Bill. In such a case excess amount shall be refunded along with interest at the same rate as Late Payment Surcharge, which shall be applied from the date on which such excess payment was made by the Buying Utility and up to and including the date on which such payment has been received as refund.
- 2.9.4 If the RVUNL does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 2.9.2 it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to the disputing Party providing:
- i) reasons for its disagreement;
  - ii) its estimate of what the correct amount should be; and
  - iii) all written material in support of its counter-claim.
- 2.9.5 Upon receipt of the Bill Disagreement Notice by the Buying entity under Article 2.9.4, authorized representative(s) or a director of the board of directors/ member of board of the Buying Entity and RVUNL shall meet and make best endeavors to amicably resolve such dispute within fifteen (15) days of receipt of the Bill Disagreement Notice.
- 2.9.6 If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt

of Bill Disagreement Notice pursuant to Article 2.9.5, the matter shall be referred to Dispute resolution in accordance with governing Laws and Dispute resolution in BESPA.

- 2.9.7 For the avoidance of doubt, it is clarified that despite a Dispute regarding an Invoice, the Buying entity shall, without prejudice to its right to Dispute, be under an obligation to make payment of 50% of the invoice amount in the Monthly Bill.

## **2.10 Quarterly and Annual Reconciliation**

- 2.10.1 The Parties acknowledge that all payments made against Monthly Bills shall be subject to quarterly reconciliation and adjustment, if any, within thirty (30) days of the end of the quarter of each Contract Year and annual reconciliation and adjustment, if any, at the end of each Contract Year within thirty (30) days thereof to take into account the Energy Accounts, Tariff adjustment payments, Tariff Rebate, Late Payment Surcharge, or any other reasonable circumstance provided under this Agreement..

- 2.10.2 The Parties, therefore, agree that as soon as all such data in respect of any quarter of a Contract Year or a full Contract Year as the case may be has been finally verified and adjusted, the Buying Utility and RVUNL shall jointly sign such reconciliation statement. After signing of a reconciliation statement, the RVUNL shall make appropriate adjustments in the following Monthly Bill, with Surcharge/Interest, as applicable. Except for the Tariff adjustment made during the period from commencement of supply to commissioning of the cumulative awarded capacity/accepted cumulative capacity by RVUNL, Late Payment Surcharge/ interest shall be payable in such a case from the date on which such payment had been made to the invoicing Party or the date on which any payment was originally due, as may be applicable. Any Dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Article 16 of BESPA.

## **2.11.**

- 2.11.1 Void.

- 2.11.2 Void.

- 2.11.3 The provisions of Article 4.4.1 of the BESPA shall be applicable mutatis mutandis to this Agreement. BESSD, in any Contract Year except for the Contract Year ending on 31st March immediately after COD of the Project, shall not be obliged to supply /

make available any BESS capacity beyond / over and above Contracted Capacity. After the declaration of UCOD / COD, Charging power for charging of the BESS Capacity shall be scheduled and supplied by the Buying Entity. In no case, Buying Entity shall demand / schedule any energy in excess of 85% of the energy scheduled considering minimum round trip efficiency of the BESS being 85%. However, in case BESSD could demonstrate Round trip Efficiency in excess of 85%, for such incremental energy on account better Round Trip Efficiency, BESSD will be liable to receive an amount calculated @ INR 0.5/kWh for such incremental supply on account of higher Round trip Efficiency. Schedule of charging and Discharging will be as per extant regulations / provisions. Further, during a Day, Buying Entity shall not ask for / schedule any BESS capacity / Energy in excess of 2 cycles of charge and discharge of 2 hours each. For an example, in a cycle charge to the rated capacity for 2 hours is permitted which could be a single stretch of 2 hours or multiple stretch having total cumulative time period of 2 hours. Similarly, for discharge, there could be a single stretch of 2 hours or multiple stretch having total cumulative time period of 2 hours subject to condition that total scheduled discharge of energy from BESS as demanded by the Buying Entity shall be limited to 85% of the energy supplied by the Buying Entity.

BESSD shall be liable to pay compensation under the RVUNL-BESSD to BESPAs for any shortfall in performance requirement of BESS Capacity provided under Article 4.4.2 of the BESPAs from the contracted capacity. The amount of such compensation shall be as determined as per the manner and methodology specified in the BESPAs and such amount shall be passed on to the Buying Entity to offset for all potential costs associated with shortfall in performance requirement under the BESPAs.

The lower limit i.e. min. **monthly** availability of the BESS being 95% i.e., however be relaxable to the extent of grid non-availability for evacuation which is beyond the control of the SPD (as certified by the SLDC/RLDC). Further, no compensation shall be applicable in case of non-meeting of performance requirement as stipulated in BESPAs in events of Force Majeure identified under BESPAs with RVUNL, affecting scheduling of BESS capacity.

2.11.4 Void.

2.11.5 Void.

## **2.12 Payment of Supplementary Bill**

2.12.1 RVUNL may raise a "Supplementary Bill" for payment on account of:

- i) Change in Law as provided in Article 12 of BESP, or
- ii) Payment under Article 2.13 and other charges, if any.

And such Supplementary Bill shall be paid by the other Party.

2.12.2 Buying Entity shall remit all amounts due under a Supplementary Bill raised by the RVUNL to the RVUNL's Designated Account by the Due Date.

2.12.3 In the event of delay in payment of a Supplementary Bill by either Party beyond its Due Date, a Late Payment Surcharge shall be payable at the same terms applicable to the Monthly Bill in Article 2.3.

### **2.13 Offtake constraints due to Transmission Infrastructure /Grid Unavailability & Backdown**

2.13.1. Not used.

2.13.2 Compensation due to reduced offtake by the Buying Entity: BESSD shall not be eligible for any compensation in case of Capacity Contract. However, for such cases also, the BESSD shall be liable to receive Applicable Tariff as per the provisions of BESP and Buying Entity shall make such payment as per provisions of this Agreement.

### ***Article 3: EVENTS OF DEFAULT AND TERMINATION***

#### ***3.1 Buying Entity Event of Default***

3.1.1 The occurrence and continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event, shall constitute a Buying Entity Event of Default:

- (i) Any amount subject to Article remains outstanding beyond a period of ninety (90) days after the Due Date and RVUNL is unable to recover the amount outstanding from the Buying Entity through the Letter of Credit, Payment Security Fund and; or
- (ii) The Buying Entity fails to schedule BESS capacity from the Delivery Points for a continuous period of one year.
- (iii) if (a) the Buying Entity becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or (b) any winding up or bankruptcy or insolvency order is passed against the Buying Entity, or (c) the Buying Entity goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law,

Provided that a dissolution or liquidation of the Buying Entity will not be a Buying Entity Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains creditworthiness similar to the Buying Entity and expressly assumes all obligations of the Buying Entity under this Agreement and is in a position to perform them; or

- (iv) the Buying Entity repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from RVUNL in this regard; or
- (v) except where due to any Buying Entity's failure to comply with its material obligations, the Buying Entity is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the

Buying Entity within thirty (30) days of receipt of first notice in this regard given by RVUNL.

- (vi) Occurrence of any other event which is specified in this Agreement to be a material breach/ default of the Buying Entity.

### **3.2 Procedure for cases of Buying Entity Event of Default**

- 3.2.1 Upon the occurrence and continuation of any Buying Entity Event of Default under Article 3.1, RVUNL shall have the right to deliver to the Buying Entity a notice, stating its intention to terminate this Agreement (RVUNL Preliminary Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.
- 3.2.2 Following the issue of RVUNL Preliminary Default Notice, the Consultation Period of sixty (60) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall have to be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.
- 3.2.3 During the Consultation Period, the Parties shall, save as otherwise provided in this Agreement, continue to perform their respective obligations under this Agreement.
- 3.2.4 Within a period of seven (7) days following the expiry of the Consultation Period unless the Parties shall have otherwise agreed to the contrary or the Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, the RVUNL may terminate this Agreement by giving a written Termination Notice of thirty (30) days to the Buying Entity.
- 3.2.5 Subject to the occurrence and continuation of default by as contained under Article 3.1 and before expiry of time period of 30 days as per Clause 3.2.4,
- 3.2.6 Subject to the prior consent of the RVUNL, the Buying Entity shall novate its part of the BESSA to any third party, including its Affiliates within the period of 210 days beyond the period as per 3.2.4. In this case, the Procurer shall pay amount equivalent to 3 (three) months of energy billing based on the declared availability, or balance BESPA, period, whichever is less, for its contracted capacity, with the Project assets being retained by the BESSD, and exit from the BESPA/BESSA.

3.2.7 In the event the aforesaid novation is not acceptable to RVUNL, or if no offer of novation is made by the defaulting Buying Entity, then RVUNL on expiry of 30 days as provided in article 3.2.4 may terminate the BESSA and at its discretion require the defaulting Buying Entity to either.

(i) takeover the Project assets by making a payment of the termination compensation equivalent to the amount of the debt due and the 110% (one hundred and ten per cent) of the adjusted equity to BESSD less Insurance Cover, if any as per BESPA, or

(ii) pay to the BESSD, damages, amount equivalent to the last 6 (six) months average billing, or balance BESPA period whichever is less, of charges for its contracted capacity, with the Project assets being retained by the BESSD.

### **3.3 Termination due to Force Majeure**

If the Force Majeure Event or its effects continue to be present beyond a period of 180 days; either Party shall have the right to cause termination of the Agreement. In case neither party terminates the Agreement under this clause, the Agreement shall stand terminated on the expiry of twelve (12) months of the continuation of the Force Majeure event without any further liability to either Party from the date of such termination unless the parties mutually agree to extend the Agreement for the further period.

### **3.4. Termination of back to back agreements**

In case of termination of RVUNL-BESSD, agreement, this Agreement shall automatically terminate to the extent of particular RVUNL-BESSD capacity. Provided that in case of such termination as identified in this Article any pending monetary liabilities of either Party shall survive on the termination of this Agreement. In the event of termination of BESPA/BESSA, any damages or charges payable to the STU/CTU, for the connectivity of the Project, shall be borne by the entity due to whose failure, the termination was triggered.



## ***ARTICLE 4: MISCELLANEOUS PROVISIONS***

### **4.1 Amendment**

- 4.1.1 This Agreement may only be amended or supplemented by a written agreement between the Parties, with the approval of the Appropriate Commission, if necessary. Subject to the provisions of the RfS Document and keep this Agreement as principle Agreement, both Parties may execute further Agreement on similar terms and conditions.

### **4.2 Third Party Beneficiaries**

- 4.2.1 This Agreement is solely for the benefit of the Parties, BESSD and their respective successors and permitted assigns and shall not be construed as creating any duty, standard of care or any liability to, any person not a party to this Agreement.

### **4.3 Waiver**

- 4.3.1 No waiver by either Party of any default or breach by the other Party in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorized representative of such Party:
- 4.3.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this Agreement, which shall remain in full force and effect.

### **4.4 Confidentiality**

- 4.4.1 The Parties undertake to hold in confidence this Agreement and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:
- a) to their professional advisors;
  - b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or
  - c) disclosures required under Law without the prior written consent of the other Party.

### **4.5 Severability**

- 4.5.1 The invalidity or unenforceability, for any reason, of any part of this Agreement

shall not prejudice or affect the validity or enforceability of the remainder of this Agreement, unless the part held invalid or unenforceable is fundamental to this Agreement.

#### **4.6 Notices**

4.6.1 All notices or other communications which are required to be given under this Agreement shall be in writing and in the English language.

4.6.2 If to the Buying entity, all notices or other communications which are required must be delivered personally or by registered post or facsimile or any other method duly acknowledged to the addresses below:

Address :  
Attention :  
Email :  
Fax. No. :  
Telephone No.:

4.6.3 If to RVUNL, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the address below:

Name: Designation: Address:	Chief Engineer (NPP), RVUN, Jaipur 5 <sup>th</sup> floor, Dreamax Plaza, Sahakar Marg- 302005
Email:	Room No. 6B, <a href="#">6<sup>th</sup></a> Floor, Investment Building, DC-03, Lalkothi Scheme, Jaipur-302015
Telephone No	

#### **4.7 Compliance with Law**

Despite anything contained in this Agreement but without prejudice to this Article, if any provision of this Agreement shall be in deviation or inconsistent with or repugnant to the provisions contained in the Electricity Act, 2003, or any rules and regulations made there under, such provision of this Agreement shall be deemed to be amended to the extent required to bring it into compliance with the aforesaid relevant provisions as amended from time to time.

4.8 The duly executed BESPAs between RVUNL and BESSD shall be attached to this Agreement and shall be read along with Agreement as a composite back to back process for BESS Capacity under the provisions of the Electricity Act, 2003 and the Regulations notified thereunder.

IN WITNESS WHEREOF the Parties have caused the Agreement to be executed through their duly authorized representatives as of the date and place set forth above.

For and on behalf of  
[RVUNL ]

For and on behalf of  
[ ..... ]

\_\_\_\_\_  
Signature with seal

1. Witness

2. Witness

## **SCHEDULE A**

### **1. BESPAs**

**SCHEDULE B**  
**Details of Successful Projects**

<b>S.N</b>	<b>Name of Firm</b>	<b>Capacity (MW/MWh)</b>	<b>Charges (INR/MW/Month)</b>	<b>Location (s)</b>

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**F.No. 48-15/7/2025-NRE SECTION**  
**Government of India**  
**Ministry of Power**  
**(NRE Section)**

**Shram Shakti Bhawan,**  
**Rafi Marg, New Delhi**  
**Dated, the 09<sup>th</sup> June, 2025**

To,

1. Chairperson, CEA
2. Principal Secretaries of Energy of the Government of Rajasthan, Gujarat, Maharashtra, Tamil Nadu, Karnataka, Andhra Pradesh, Madhya Pradesh, Telangana, Uttar Pradesh, Haryana, Kerala, Punjab, Chhattisgarh, Odisha and Uttarakhand
3. CMD, NTPC
4. CMD, Grid India

**Subject - Viability Gap Funding (VGF) Scheme for development of Battery Energy Storage Systems (BESS) supported through Power System Development Fund (PSDF).**

Sir/ Madam,

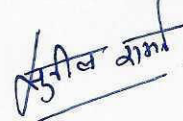
Considering the requirement of Energy Storage in the country, with the approval of Minister of Power, it has been decided to provide VGF to 15 number of States and NTPC (as per enclosed Operational Guidelines) @ Rs. 18 Lakhs per MWh for development of 30 GWh BESS capacity supported through PSDF, which amounts to total financial support of Rs. 5400 Crores from PSDF.

2. This allocation includes 25 GWh of BESS capacity allocated to 15 States to facilitate them in meeting their Energy Storage System requirements. In addition, 5 GWh of BESS capacity is allocated to NTPC, which is to be developed for optimum utilization of existing thermal generation and transmission infrastructure as well as to facilitate meeting non-solar hour electricity demand in a reliable and economic manner .
3. All the concerned States and NTPC are required to submit proposal to NLDC, the nodal agency for PSDF, as per the extant Guidelines / Procedure for funding of the projects under PSDF, within 30 days from the date of issuance of this letter.
4. This issues with the approval of competent authority.

*N. S. Joshi*

Encl: as above

Yours faithfully,



**(Sunil Kumar Sharma)**  
Director (NRE/ RCM)

Copy for information to:

- i. Technical Director, NIC Cell for uploading on MOP's website under "Current Notices" with the heading of "Viability Gap Funding (VGF) Scheme for development of Battery Energy Storage Systems (BESS) supported through Power System Development Fund (PSDF)."
- ii. PS to Minister of Power
- iii. APS to Minister of State for Power
- iv. Sr.PPS to Secretary (Power)
- v. Sr.PPS to Additional Secretary(SN)
- vi. Controller of Account, MoP
- vii. All JSs/CEs and equivalent Officers of the Ministry of Power.
- viii. Pay and Accounts Officer, MoP





**Ministry of Power**  
**NRE Section**  
**Shram Shakti Bhawan, New Delhi**

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**Guidelines for Viability Gap Funding (VGF) Scheme for  
development of Battery Energy Storage Systems  
(BESS) supported through Power System Development  
Fund (PSDF).**

**1. Introduction**

**1.1 Objective:** Development of 30GWh BESS capacity for deployment to ensure grid integration of RE and reliable electricity supply.

**1.2** Energy storage systems are essential for integration of variable renewable energy (vRE) sources in the electricity grid. With an installation target of 393 GW (293 GW Solar and 100 GW Wind) by 2030, vRE will constitute approx. 50% of the installed generation capacity by 2030.

**1.3** Increasing share of RE also necessitate flexible operation of thermal generation plants. The variability of renewable generation requires thermal generators to back down during periods of high RE availability, especially during solar hours. However, during evening peak hours, when solar generation is not available, thermal plants are essential to meet the evening peak. Therefore, BESS may also be installed with thermal power stations to leverage existing generation and transmission infrastructure efficiently.

**1.4** As per CEA, 37GWh BESS capacity is required by 2027 and the requirement will increase to 236 GWh by 2031-32. BESS capacity of 13.2 GWh has been approved under the ongoing VGF scheme for development of BESS.

**2 Scheme Overview**

**2.1 Viability Gap Funding (VGF):** VGF of Rs 18 lakh per MWh, shall be provided and is aimed at supporting a BESS capacity of 30 GWh.

**2.2 Scheme Budget:** This scheme has a budgetary allocation of Rs 5,400 Crore. The VGF shall be a non-recurring expenditure and

*[Signature]*



shall be fully funded from Power System Development Fund (PSDF). The disbursement of funds shall be as per procedure applicable for PSDF. The VGF for each project shall be disbursed to the Eligible Entity/ REIA, once CEA certifies the achievement of the disbursement schedule milestone and submission of the required BG.

**2.3 Commissioning Period:** The projects are required to be commissioned within a period of 18 months from the date of signing of Battery Energy Storage Purchase Agreement (BESPA) / Power Purchase Agreement (PPA).

**2.4 Eligible Entities:** State utilities or agencies authorized by States Governments or Central Government shall be eligible. (refer **Annexure**).

**2.5 Disbursement schedule:** The VGF amount to the eligible projects shall be disbursed in three tranches as detailed below.

Milestone	% VGF disbursed
On financial closure, subject to submission of bank guarantee.	20
On Commercial Operation Date (COD)	50
Completion of 1st year from COD	30
<b>Total</b>	<b>100</b>

**2.5 Storage Duration:** The BESS capacity should preferably be with 2-hour discharge duration and average 1.5 cycles in a day i.e within 24 Hour period. However, the Eligible Entity may vary the duration, no of cycles as required.

### 3. Implementation Model

**3.1. Bidding Process:** BESS projects shall be awarded using the Tariff Based Competitive Bidding (TBCB) process under section 63 of the Electricity Act, 2003.

**3.2 Contract Period:** The contract period shall be specified in the RfS document, in accordance with the BESS TBCB Guidelines. The contract shall be awarded on Build Own Operate (BOO)/ Build Own Operate Transfer (BOOT) basis preferably for a contract period of 12 to 15 years.



**3.3 Bidding Parameter:** Developers shall compete based on the annualized fixed cost they offer, expressed in rupees per Megawatt (MW) per Month or on Rs/kWh after factoring in the VGF specified in the RfS.

**3.4.** Eligible Entities are required to invite bids, either by themselves or through Renewable Energy Implementing Agencies designated by Central Government, following the bidding guidelines issued under section 63 of the Electricity Act, 2003. The BESPA / PPA shall be signed within 9 months from the date of issue of these guidelines, to be eligible for VGF.

**3.5** States / NTPC desirous of availing the VGF are required to submit their proposal to the Central Electricity Authority (CEA) within 60 days from the date of issue of these Guidelines, specifying the implementing agency, location(s) and size of BESS capacity planned for implementation for screening and approval for VGF funding through PSDF.

**3.6** The project may be connected at InSTS or ISTS. The land and InSTS grid connectivity shall be provided by the respective Eligible Entities.

**3.7** The payment security mechanism shall be as per Electricity (Late Payment Surcharge & Related matters), Rules 2022 as amended from time to time. CEA will monitor the implementation of the scheme as well as the progress of the awarded projects under the Scheme through a Management Information System (MIS) portal and submit monthly reports to the Ministry of Power. The monitoring parameters shall include details of physical and financial progress vis-a-vis the agreed milestones. The performance levels may also be verified by CEA on at least quarterly basis.

**3.8. Bank Guarantee:** The Eligible Entities/REIAs shall be required to obtain a Bank Guarantee (BG) of value equal to the VGF to be disbursed, prior to its release to the developer, as specified in the RfS. This BG shall be liable for encashment to recover the VGF amount in the event of non-fulfilment of the scheme conditions specified in the Bidding Documents. The BG for the VGF sanctioned up to COD may be released within one year of COD.

#### 4. Eligible Entity/REIA Responsibilities

- 4.1. The Eligible Entity/REIA shall be responsible for:
- (i) inviting bids, and selecting the developer(s) for the allocated





- quantum and entering into contracts with the selected developer(s);
- (ii) ensuring and certifying that the bidding process complies with the Scheme guidelines and that all specified conditions are met;
  - (iii) acting as purchaser of energy storage services or output of BESS and entering into a BESPA / PPA with the developer for the contract period and BESSA / PSA with Eligible Entities, as applicable;
  - (iv) submit to CEA, all the requisite information for monitoring of the project including the audited Statement of Expenditure (SoE) and Utilization Certificate (UC) in the prescribed format of GFR 19 (A) as amended from time to time;
  - (v) comply with the provisions of General Financial Rules, 2017, as amended from time to time;

4.2. The VGF amount (Grant-in-Aid) is also subject to the Chapter 9 of the General Financial Rules, 2017, as amended from time to time, read with the Government of India's decisions incorporated there-under, and any other guidelines which may be issued in this regard.

4.3. Assets acquired wholly or substantially out of Central Government Grants shall not be disposed of during the contract period without obtaining the prior approval of the sanctioning authority of Grants-in-Aid {Rule 230(9)}. Shareholding of the bidding entity in the SPV/ project company executing the BESS project shall not fall below fifty-one per cent at any time prior to Commercial Operation Date (COD).

4.4. The accounts of Eligible Entity / REIA shall be audited by C&AG or by any person authorized by him on his behalf in accordance with the provisions laid down in Section 14 of the C&AG (DPC, 1971) and as amended from time to time.

4.5. The accounts of Eligible Entity / REIA shall be open for inspection by the sanctioning authority and audit, both by the Comptroller & Auditor General of India under the provision of C&AG (DPC) Act, 1971 and internal audit party by the Principal Accounts Office of the Ministry or Department whenever it is called upon to do so.

5. Notwithstanding the aforementioned provisions at para 3 and 4, NTPC may implement its allocated capacity under section 62 of the Electricity Act 2003, as per CERC Regulations/ Orders.



## 6. Amendment to the Operational Guidelines

6.1. These guidelines may be amended with the approval of Secretary, Ministry of Power, to address implementation challenges.

6.2. The implementation model in these guidelines may be modified by the Ministry of Power, if required.

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### Annexure Allocation of BESS Capacity under the Scheme

S.N.	State / Entity	BESS Capacity Allocation (MWh)
1	Rajasthan	4000
2	Gujarat	4000
3	Maharashtra	4000
4	Tamil Nadu	1500
5	Karnataka	2000
6	Andhra Pradesh	2000
7	Madhya Pradesh	1500
8	Telangana	1500
9	Uttar Pradesh	1500
10	Haryana	500
11	Kerala	500
12	Punjab	500
13	Chhattisgarh	500
14	Odisha	500
15	Uttarakhand	500
16	NTPC	5,000
	<b>TOTAL</b>	<b>30,000</b>

*[Signature]*