Request for Selection (RfS) Document

For

Selection of Battery Energy Storage System (BESS) Developer
For
setting up of 265 MW/530 MWh Standalone Battery Energy Storage Systems (BESS) in the state of Haryana

Under Viability Gap Funding (VGF) Schemes

under

Tariff-Based Competitive Bidding

RfS No.: SJVN/CC-Delhi/REIA/2026/ BESS-2

<u>Tender Search Code (TSC): SJVN-2026-TN000001</u>

ISSUED BY:

SJVN Limited

(A Joint Venture of Govt. of India & Govt. of Himachal Pradesh)
Contracts & Procurement Section, REIA, 6th Floor, Tower No. 1, Office Block,
NBCC Complex, East Kidwai Nagar, New Delhi-110023
Website: www.sjvn.nic.in,
Email Id: contracts.reia@sjvn.nic.in
CIN No. L40101HP1988GOI008409

DISCLAIMER

1. Though adequate care has been taken while preparing the RfS document, the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given by the prospective bidders to the office of SJVN Ltd immediately.

2. If no intimation is received from any bidder within 21 (Twenty-one) days from the date of issuance of RfS documents, it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).

3. SJVN Ltd. reserves the right to modify, amend or supplement this document.

4. This RfS document has been prepared in good faith and on best endeavour basis. Neither SJVN Ltd. 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. In case of any discrepancy in the documents uploaded on the websites of SJVN Ltd, ISN-ETS and CPPP, the documents uploaded on the ISN-ETS website will prevail.

Place: New Delhi Date: 24.07.2026

SECTION 1:

INVITATION FOR BIDS

SECTION-I: INVITATION FOR BIDS

1.1 INTRODUCTION:

1.1.1 SJVN Limited (hereinafter referred as "SJVN/Renewable Energy Implementing Agency/BESS Implementing Agency" is a Joint Venture of Govt. of India & Govt. of Himachal Pradesh and a "Navratna "under administrative control of Ministry of Power, Govt. of India.

1.1.2 SJVN has been designated as Intermediary Procurer/Renewable Energy Implementing Agency (REIA) vide Office Memorandum F. No. 283/33/2020-GRID SOLAR dated 24th April 2023 issued by Ministry of New and Renewable Energy (MNRE), Govt of India.

1.1.3 The Ministry of Power, Government of India has issued Viability Gap Funding (VGF) Scheme for development of Battery Energy Storage Systems (BESS) supported through Power System Development Fund (PSDF) along with its Operational Guidelines, vide Office Memorandum F. No. 48/15/07/2025-NRE SECTION dated 9th June,2025 and subsequent amendments issued by Ministry of Power. Vide the above Scheme, VGF has been provided to the state of Haryana @ Rs. 18 Lakh/MWh for development of 500 MWh BESS capacity as per the Operational Guidelines of the Scheme (**VGF Scheme supported through PSDF**).

1.1.4 The Ministry of Power, Government of India has issued State Component of Scheme for Viability Gap Funding (VGF) for development of Battery Energy Storage Systems (BESS) along with its Operational Guidelines, vide Office Memorandum F. No. 42-26/1/2022-NRE (Pt III) dated 9th October ,2024 and subsequent amendments issued by Ministry of Power. Under the above Scheme, VGF has been provided to the state of Haryana @ Rs. 18 Lakh/MWh for development of 30 MWh BESS capacity as per the Operational Guidelines of the Scheme (**State Component of Scheme for VGF)**.

1.1.5 The State of Haryana, through **Uttar Haryana Bijli Vitran Nigam Limited (UHBVNL)** has appointed SJVN Limited as Implementing Agency/Intermediator Procurer for implementation of 265 MW/530 MWh Standalone Battery Energy Storage Systems (BESS) in the state of Haryana, comprising 250 MW/500 MWh capacity of BESS under **VGF Scheme supported through PSDF** and 15 MW/30 MWh capacity under **State Component of Scheme for VGF** for the complete tenure of the project i.e. 12 years.

1.1.6 The Ministry of Power (MoP), Government of India has issued "Guidelines for Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services" vide Gazette Notification CG-DL-E-11032022-234077 dated 10th March,2022.

1.1.7 This RfS document has been prepared in line with the Guidelines for "Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services", issued by Ministry of Power vide

Gazette Notification dated 10.03.2022 and subsequent amendments and clarifications issued thereto until the bid submission deadline for this RfS and Viability Gap Funding schemes for development of Battery Energy Storage Systems mentioned in Clause 1.1.3 & 1.1.4 above and their subsequent clarifications and amendments issued by Ministry of Power, Govt of India.

1.1.8 **Uttar Haryana Bijli Vitran Nigam Limited** (hereinafter referred to as the Procurer, or End Procurer or Buying Entity or UHBVN) seeks to utilize Battery Energy Storage System (BESS), on an "On-Demand" basis, suited to the requirements of UHBVN during the peak and off-peak hours. In view of above, SJVN Ltd hereby invites proposals for **"Selection of BESS Developer for setting up of 265 MW/530 MWh Standalone Battery Energy Storage Systems (BESS) in the state of Haryana under Viability Gap Funding (VGF) Schemes under Tariff-Based Competitive Bidding"**. SJVN shall enter into a Battery Energy Storage Purchase Agreement (BESPA) with the successful Bidder selected based on this RfS for providing Energy Storage Facility to UHBVNL for a period of 12 years based on the terms, conditions and provisions of the RfS and BESPA. The standard BESPA document is available for download from the ISN-ETS portal https://www.bharat-electronictender.com and SJVN's website www.sjvn.nic.in.

1.1.9 Energy Storage Facility procured by SJVN from the above BESS Projects has been provisioned to be sold to UHBVN. SJVN shall be an Intermediary Procurer/Implementing Agency for procurement of Battery Energy Storage System (BESS) Facility from the Battery Energy Storage System Developer (BESSD) and sale of BESS to UHBVN entirely on back-to-back basis, based on due performance by the concerned parties. 100% of the Contracted Capacity shall be off-taken by UHBVN from the project to be set up under this RfS.

1.1.10 The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. as available 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 SJVN for any liability if bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff. SJVN does not however, give a representation on the availability of fiscal incentive and submission of bid by the bidder shall be independent of such availability or non-availability as the case may be of the fiscal incentives.

1.1.11 **Viability Gap Funding (VGF) Schemes:** The Projects selected under this RfS shall be eligible for grant of Viability Grant Funding (VGF), to be released as per provisions contained in the RfS and provisions under the following Schemes:

i) **Project-1: 250 MW/500 MWh**: Viability Gap Funding (VGF) shall be provided under **VGF Scheme supported through PSDF**. The VGF support has been earmarked for a cumulative BESS capacity of 500 MWh (allocated capacity to the state of Haryana). VGF amount eligible for each Developer shall be limited to Rs. 18,00,000/-/MWh (Rupees Eighteen Lakhs per MWh) for 500 MWh BESS capacity. The VGF shall be a non-recurring expenditure and shall be fully funded from Power System Development Fund (PSDF).

ii) **Project-2: 15 MW/30 MWh:** Viability Gap Funding (VGF) shall be provided under **State Component of Scheme for VGF.** The VGF support has been earmarked for a cumulative BESS capacity of 30 MWh (allocated capacity to the state of Haryana). VGF amount eligible for each Developer shall be limited to Rs. 18,00,000/-/MWh (Rupees Eighteen Lakhs per MWh) or 30 % of the capital cost for 30 MWh BESS capacity. The VGF shall be a non-recurring expenditure and shall be fully funded and shall be fully funded by Central Grant under State Component of Scheme for VGF.

1.1.12 The minimum project capacity or contracted capacity that can be offered by the Bidder shall be 265 MW/530 MWh (265 MW x 2 Hours). A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a minimum capacity of 530 MWh, **comprising two project components i.e., Project-1: 250 MW/500 MWh and Project-2: 15 MW/30 MWh**, in the prescribed formats as per above criteria. Projects Capacity or Contracted Capacity in MW is the Maximum Power Output (AC) from the Battery Energy Storage Project which can be scheduled at the Delivery Point / Inter-Connection point during any time block of the day. **It shall be mandatory for the Bidder to quote for the entire capacity of 265 MW/530 MWh. The bid of any Bidder quoting a capacity other than 265 MW /530 MWh shall be outrightly rejected.**

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.

1.1.13 The total Project capacity of 265 MW /530 MWh, comprising two project components i.e., Project-1: 250 MW/500 MWh and Project-2: 15 MW/30 MWh shall be located in the vicinity of 220 kV Substation of Haryana Power Generation Corporation Limited (HPGCL) at the premises of 710 MW Panipat Thermal Power Station, Panipat (PTPS) in the State of Haryana.

It is clarified that both the project components i.e., Project-1: 250 MW/500 MWh and Project-2: 15 MW/30 MWh are to be set up at the above location and shall be physically identifiable till the plant PSS to facilitate disbursement of VGF as per completion of milestones defined under the respective VGF Schemes. However, BESS Developer shall be free to design the configuration of the project and power evacuation system/infrastructure as per their suitability/feasibility and connect the system with the designated bay at the 220 kV substation of HPGCL

at the premises of 710 MW PTPS.

1.1.14 Land identification and allocation for the Project land will be under scope of UHBVNL. Land will be provided on Lease/Right-to Use (ROU) basis to the BESSD through suitable agreement with UHBVNL/HPGCL, and the same shall be facilitated by SJVN.

The Annual Lease Rent for the BESS Project area shall be Rs. 1 per Acre per Annum. The format of Right to Use Agreement is attached at Annexure-E of this RfS Document.

1.1.15 The Bidders are advised to visit the Site location and its surroundings and familiarize themselves thoroughly as to the sub-station location, type, voltage level, land availability, Sub-Station configuration, physical conditions, all roads, approaches, bays, etc. before submitting their bids.

1.1.16 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.

1.1.17 The bidders will be selected by the process of e-bidding (Single Stage Two Envelope Bidding Process. Envelope-I: Technical Bid and Envelope-II: Financial Bid) to be followed by e- reverse auction process for selection of bidders. For conducting electronic tendering, SJVN is using the portal https://www.bharat-electronictender.com (i.e. ETS Portal) of M/s ISN Electronic Tender Services Ltd. The portal is also referred to as Electronic Tender System® (ETS).

1.2 INVITATION FOR BIDS:

On behalf of SJVN Limited (SJVN/ REIA), ONLINE e-Tender Enquiry under Single Stage Two Envelope Bidding Process (Technical Bid & Financial Bid) are hereby invited from the Battery Energy Storage System (BESS) Developers who are meeting the Qualification Requirements (QR) stipulated at Section IV for RfS for **“Selection of BESS Developer for setting up of 265 MW/530 MWh Standalone Battery Energy Storage Systems (BESS) in the state of Haryana under Viability Gap Funding (VGF) Schemes under Tariff-Based Competitive Bidding”**.(RfS No.: SJVN/CC-Delhi/REIA/2026/BESS-2 TSC: SJVN-2025-TN000001. SJVN shall enter into a Battery Energy Storage Purchase Agreement (BESPA) with the successful Bidder(s) selected based on this RfS for purchase of Battery Energy Storage Power for a period of 12 years based on the terms, conditions and provisions of the RfS and BESPA. The standard BESPA document is available for download from ISN-ETS portal **https://www.bharat-electronictender.com and SJVN's website www.sjvn.nic.in**.

1.3 BID INFORMATION SHEET:

Sr. No.	Description	
1.	RfS No.	SJVN/CC- Delhi/REIA/2026/ BESS-2
2.	RfS Date	24.07.2026
3.	Name of Work	**Selection of BESS Developer for setting up of 265 MW/530 MWh Standalone Battery Energy Storage Systems (BESS) in the state of Haryana under Viability Gap Funding (VGF) Schemes under Tariff-Based Competitive Bidding"**.
4.	Mode of Tender	Open e-Tender (Single Stage two Envelope system).
5.	Document Fee /Cost of RfS Document (Non-refundable)	Amount: INR 29,500/- (Indian Rupees Twenty-Nine Thousand Five Hundred Only) including GST to be submitted through NEFT/ RTGS transfer in the account of SJVN, along with the response to RfS.
6.	Bid Processing Fee	Rs. 15 Lakh + 18% GST, to be submitted through NEFT/RTGS transfer in the account of SJVN, along with the response to RfS.
7.	Earnest Money Deposit(EMD)	Amount: **INR 2,40,000/- (Indian Rupees Two Lakhs Forty Thousand only) per MWh**, to be submitted in the form of Bank Guarantee/PoI/Insurance Surety Bond along with the response to RfS.
8.	Performance Bank Guarantee	As per the RfS document.
9.	Document available fordownloading.	As per NIT on ISN-ETS portal.
10.	Scheduled date of Site Visit by prospective Bidders	28.07.2026
11.	Date and Venue of Pre-BidMeeting	30.07.2026 at 11:00 Hrs. **Venue:** Conference Room, SJVN Ltd., 6th Floor, Tower No.1, Office Block, NBCC Complex, East Kidwai Nagar, New Delhi-110023 (In case of

Sr. No.	Description	
		change in venue, the same shall be intimated separately **OR** through Video Conferencing (Link to the Pre-bid meeting is mentioned as below.) In case of change in venue, the same shall be intimated separately. **MS Team Link:** **https://teams.microsoft.com/meet/429582099183922?p=PalAPwpfCg1WfMwCEo**
12.	Last Date and Time for submission of Online Bids	21.08.2026 till 14:00 Hrs.
13.	Last Date and Time for submission of Hard Copy of Documents	24.08.2026 by 15:00 Hrs.
14.	Date & Time of Opening of Technical Bids.	21.08.2026 at 16:00 Hrs.
15.	Date & Time of Opening of Price Bids.	Shall be intimated to technically qualified bidders.
16.	e-Reverse Auction	Will be informed to eligible bidders. **Date and time of e-RA shall be intimated through email.**
17.	Period of Bid Validity	12 months from the last date of submission of online bids.
18.	Contact Details of ISN- ETS Portal	M/s ISN Electronic-Tender Services Pvt. Ltd., Gurugram Contact Person: ISN-ETS Support Team Customer Support: +91-124-4229071, 4229072 (From 10:00 Hrs to 18:00 Hrs on all working Days i.e. **Monday to Friday except Govt. Holidays)** Email: support@isn-ets.com

1.4 AVAILABILITY OF RFS DOCUMENT:

1.4.1 The detailed RfS Document shall be available on the ISN-ETS Portal (https://www.bharat- electronictender.com) and on SJVN's website www.sjvn.nic.in

(Home Page Tender Management (under Quick Links at the Bottom of Home Page) Location New Delhi).The Notice Inviting RfS shall also be available on CPP portal i.e. http://eprocure.gov.in/cppp/.

1.4.2 It is mandatory to download official copy of the RfS Document from Electronic Tender System (ISN-ETS) Portal to participate in the RfS.

1.4.3 In case of any Clarification (s)/ Amendment(s)/Addendum (s)/Corrigendum (s) to this RfS document, the same shall be issued on the websites www.sjvn.nic.in and ISN-ETS Portal (https://www.bharat-electronictender.com). However, in case of any discrepancy, the information available on ISN-ETS website shall prevail.

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

1.5 BID SUBMISSION:

1.5.1 A Single Stage, Two-Envelope Bidding Procedure will be adopted and will proceed as detailed in the RfS Documents. Bidding will be conducted through the competitive bidding procedures as per the provisions of this RfS. The respective rights of SJVN and the Bidder/BESSD shall be governed by the RfS Documents/Agreement signed between SJVN and the BESSD for the package.

1.5.2 Interested bidders have to necessarily register themselves on the e-tendering portal https://www.bharat- electronictender.com ("ETS portal") through M/s Electronic Tender.com (India) Pvt Ltd 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 M/s Electronic Tender.com (India) Pvt. Limited, New Delhi to complete the registration formalities. Contact details of ISN-ETS is mentioned on the Bid Information Sheet. All required documents and formalities for registering on ISN-ETS are mentioned in the subsequent RfS documents.

1.5.3 Any bidder, who meets the Qualification Requirements stipulated in Section-IV and wishes to submit bid against this RfS, may download the complete RfS document along with its amendment(s) and clarifications if any, from ISN-ETS Portal (https://www.bharat- electronictender.com) and submit their Bid complete in all respect as per terms & conditions of RfS Document on or before the due date of bid submission.

1.5.4 For proper uploading of the bids on the ETS portal, it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal as well as by contacting M/s Electronic Tender.com (India) Pvt. Limited (ETI) directly, as and when required, for which contact details are also mentioned on the Bid Information Sheet. SJVN 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.

1.5.5 Bidders are required to submit their bids strictly as per terms and conditions of the RfS documents and not to stipulate any deviations/ exceptions.

1.5.6 Bidders should submit their bid proposal complete in all respect on or before last date and time of Bid Submission as mentioned on ISN-ETS Portal (https://www.bharat-electronictender.com), SJVN website http://www.sjvn.nic.in and as indicated in the Bid Information Sheet.

1.5.7 Bidder shall submit its bid/proposal along with non-refundable RfS Document Fees & Bid Processing Fees and Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Bid proposals received without the prescribed 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.

1.5.8 SJVN shall conduct e-Reverse Auction (e-RA), if required or as per provisions of RfS documents.

1.5.9 SJVN reserves the right to cancel/ withdraw/ defer this invitation for bids/RfS process at any stage without assigning any reason whatsoever and shall bear no liability whatsoever consequent upon such a decision. No bidder/indenting bidder shall have any claim arising out of such action.

1.5.10 SJVN has issued this RfS in the capacity of “Intermediary Procurer” as defined in the aforementioned Guidelines. SJVN may develop a suitable monitoring mechanism, to analyze the performance of the project and carry out random checks to verify compliance of quality standards and BESSDs shall provide all necessary support in this respect.

1.6 CONTACT DETAILS OF THE AUTHORIZED PERSON FOR SITE RELATED QUERIES:

1. Sh. Pradeep Kumar, XEN/DD-II, O/o CE/PD&C, UHBVN, Panchkula, +91-9812984298.

1.7 FOR ANY ENQUIRY/ CLARIFICATION REGARDING THIS TENDER ENQUIRY, THE BIDDER MAY CONTACT:

1. Sh. Mohit Kumar, Engineer (REIA), Contact No. +91-11-61901971 & +918082149439
2. Sh. N. N. Rahul, Senior Manager (REIA), Contact No. +91-11-61901912 & +91-

9430296123

3. Sh. Manish Kumar Kanth, GM (REIA), Contact No. +91-11-61901906 & +91-9418084303

1.8 CONTACT DETAILS OF ISN- ETS PORTAL

M/s Electronic Tender.com (India) Pvt. Ltd. Gurugram Contact Person: ISN-ETS Support Team, Customer Support: +91-124- 4229071, 4229072

(From 10:00 Hrs to 18:00 Hrs on all working Days i.e. Monday to Friday except Govt. Holidays) Email: support@isn-ets.com

1.9 RFS INVITING AUTHORITY

General Manager (Contracts/REIA),

Contracts Section, REIA Department,

SJVN Ltd., 6th Floor, Tower No. 1,

NBCC Office Complex, East Kidwai Nagar,

New Delhi -110023, Ph. No.: +011-61901906/+91-9418084303

E-mail: contracts.reia@sjvn.nic.inVisit us at: www.sjvn.nic.in

Registered Office: SJVN Ltd., CHQ, Shakti Sadan, Shanan, Shimla -171006 (H.P.)
Corporate Identification Number: L40101HP1988GOI008409

------------------------------------**END OF SECTION**-------------------------------------

SECTION II:

DEFINITIONS

SECTION-II: DEFINITIONS

(a) Following terms used in the documents will carry the meaning and interpretations as describedbelow:

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

2.2 **“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 to the Board of Directors.

2.3 **“APPROPRIATE COMMISSION”** shall mean as defined in the BESPA.

2.4 **“AVAILABILITY”** shall mean as defined in the BESPA.

2.5 **“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.

2.6 **“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 SJVN(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 SJVN.

2.7 **“BATTERY ENERGY STORAGE PURCHASE AGREEMENT” or “BESPA”** shall mean the agreement signed between the Selected Bidder/BESSD and SJVN according for procurement of capacity from the BESS, as per the terms and conditions of the standard BESPA enclosed with this RfS.

2.8 **“BATTERY ENERGY STORAGE SALE AGREEMENT” or “BESSA**” shall mean the agreement signed between the SJVN and the Buying Entity according to the terms and conditions of the standard BESSA enclosed with this RfS.

2.9 **“BID”** or **“PROPOSAL”** shall mean the documents submitted by the Bidder towards meeting the Technical and financial qualifying requirements, along with the price bid/Financial Bid submitted by the Bidder and submissions during the e-Reverse Auctions, if applicable, and all documents/credentials/attachments /annexures etc submitted by the Bidderas part of its response to the RfS issued by SJVN.

2.10 **"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.

2.11 **"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.

2.12 **Not Used.**

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

2.14 **"BUYING ENTITY"** shall mean Uttar Haryana Bijli Vitran Nigam Limited (UHBVNL) or its Authorized agency directly or through SJVN, utilizes the BESS for meeting its power on demand/merchant sale requirements.

2.15 **"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.

2.16 **"COMPANY"** shall mean a body corporate incorporated in India under the Companies Act, 1956/2013 or any law in India prior thereto relating to Companies, as applicable.

2.17 **"COMMERCIAL OPERATION DATE (COD)"** shall mean the date as defined in Clause 6.14 of the RfS.

2.18 **Not Used**

2.19 **"CONTRACTED CAPACITY" or the "PROJECT CAPACITY"** shall mean the capacity in MW/MWh ("X" MW x 2 hrs) contracted with SJVN as Intermediary Procurer for Providing Energy Storage Facility to the End Procurer/Buying Entity for charging and discharging the system on "on-demand" basis, based on which the BESPA is executed with SJVN.

2.20 **"CONTRACT YEAR"** shall mean the period beginning from the Effective Date of the PPAand 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:

i) in the financial year in which the Scheduled Commencement of Supply of Date (SCSD)of contracted capacity would occur, the Contract Year shall end on the date immediately before the SCSD and a new Contract Year shall commence once again from the SCSDand 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

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

2.21 **"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.

2.22 **"CONTROLLING SHAREHOLDING"** shall mean more than 50% of the voting shares of the Company or right to appoint majority Directors.

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

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

2.25 **"EFFECTIVE DATE"** shall mean the date of signing of BESPA.

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

2.27 **Not Used**

2.28 **"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 (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 letter agreeing to finance.

2.29 **"GUIDELINES"** shall mean the "Guidelines for Tariff Based Competitive Bidding for Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services" vide Gazette Notification CG-DL-E-11032022-234077 dated 10th March,2022 and Viability Gap Funding (VGF) Schemes for development of Battery Energy Storage Systems i.e. VGF Schemes supported through PSDF (applicable for Project-1: 250 MW/500 MWh) & State Component of Scheme for VGF(applicable for Project-2:15 MW/30 MWh), including subsequent amendments and clarifications thereto, if any, issued until the last date of bid submission of this RfS.

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

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

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

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

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

v) a Company which is under common control with the Company, and control means ownership by one Company of at least 10% (Ten Percent) of the share capital of the otherCompany 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 a 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 director 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.

2.31 **"GENERAL NETWORK ACCESS (GNA)"** shall mean General Network Access as defined under the Central Electricity Regulatory Commission (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022 and its amendments, if any.

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

2.33 **"INTERMEDIARY PROCURER" OR "IMPLEMENTING AGENCY"** shall mean an intermediary between the distribution licensee(s) and the BESSD(s), or an "Implementing Agency" as notified by the Government of India, may be required either to aggregate the power purchased and / or firming the same with large scale energy storage capacity from different developers, and sell it to the End Procurer(s). In such cases, the "Procurer" would be a trading licensee or an Implementing Agency, buying power from the Developer(s) and selling the same to one or more distribution licensees, such distribution licensees shall be the "End Procurer" and the trading licensee shall be "Intermediary Procurer" for the purpose of these Guidelines.

2.34 **“InSTS”** means Intra-State Transmission System.

2.35 **“ISTS”** means Inter-State Transmission System

2.36 **“INTERESTED PARTIES”** shall mean a situation where control is equally distributedamong interested parties in the Group Company or Bidding Consortium.

2.37 **“JOINT CONTROL”** shall mean a situation where a company has multiple promoters (butnone of the shareholders has more than 50% of voting rights and paid up share capital).

2.38 **“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 until the COD of the contracted capacity.

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

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

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

2.42 **“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.

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

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

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

2.46 **“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.

2.47 **“POOLING SUBSTATION/POOLING POINT”** shall mean a point where more than one Project may connect to a common Transmission System. Multiple Projects can be connected to a pooling substation from where common transmission system shall be constructed and maintained by the BESSD(s) to get connected to the identified STU. The voltage level for such common line shall be 220 kV. Further, the metering of the pooled power shall be done at the injection point, i.e. the STU substation. However, the voltage level of transmission system of individual projects up to the pooling substation may be at 33 kV and above. Sub-meters shall be installed at the pooling substation for metering and forecasting and scheduling of individual Projects. The losses in the common transmission system up to the injection point shall be apportioned to the individual Projects for the purpose of billing.

2.48 **"PGCIL"** or **"POWERGRID"** shall mean Power Grid Corporation of India Limited.

2.49 **"PROJECT"** shall mean the Battery Energy Storage System set up by the BESSD for supply of Power an "on Demand" basis, having single point of injection/drawl into/from the grid at Interconnection/ Delivery/ Metering Point, or in case of sharing of transmission lines, by separate injection at Pooling Point and having separate control systems and metering. The Project shall also comprise auxiliaries and associated facilities, bay(s) for transmission system in the their switchyard, 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 SJVN.

2.50 **"PROCURER"**. shall mean, as the context may require, the End Procurer, or an Intermediary Procurer.

2.51 **"PROJECT COMMISSIONING**": The Project will be considered as commissioned if all equipment as per rated project capacity has been installed and energy has flown into grid, in line with the Commissioning procedures defined in the RfS/BESPA.

2.52 **"PROJECT SITE"** shall means any and all parcels of real property, rights-of-way, easements and access roads, upon which the Project and its related infrastructure will be located.

2.53 **"PROMOTER"** shall mean Promoter as defined in the Companies Act, 2013.

2.54 **"RfS"** or **"RfS DOCUMENT"** or **"BIDDING DOCUMENT(S)"** or **"TENDER DOOCUMENTS"** shall mean the "Request for Selection" document issued by SJVN vide RfS No. SJVN/CC- Delhi/REIA/2025/ BESS-2 including standard Battery Energy Storage Purchase Agreement and standard Battery Energy Storage Sale Agreement along with subsequent clarifications and amendments thereof (if any).

2.55 **"SJVN"** shall mean SJVN Limited.

2.56 **"SCHEDULED COMMISSIONING DATE (SCD)"/ "SCHEDULED DATE OF COMMISSIONING (SCOD)"** shall mean in relation to the contracted capacity or the part of the contracted capacity shall mean the date(s) corresponding to the date of commissioning of project quoted in the RfS (Request for Selection), indicated in Clause 6.8.2.

2.57 **"SELECTED BIDDER"** or **"SUCCESSFUL BIDDER"** shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electricity as per the terms of BESPA.

2.58 **"SPARE CAPACITY"** shall mean that capacity of BESS project that is unencumbered from any power supply commitments or BESS purchase agreements and is available for augmenting the proposed Storage Capacity under this RfS.

2.59 **“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.

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

2.61 **“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. SJVN, under this RfS and the same being charged by SJVN @ INR 0.07/kWh of energy discharged. The trading margin payments will be calculated based on the BESS output energy.

2.62 **“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;

2.63 **“WEEK”** shall mean calendar week.

--------------------------------------END OF SECTION------------------------------------

SECTION - III

INSTRUCTION TO BIDDERS

SECTION III: INSTRUCTIONS TO BIDDER

3.1 OBTAINING RFS DOCUMENTS

Interested bidders have to download the official copy of RfS Document & other documents after login into the ISN-ETS portal by using the Login ID & Password created on ISN-ETS during registration (Refer Annexure - B). The bidder shall be eligible to submit/upload the bid document only after logging into the ISN-ETS portal and downloading the official copy of RfS. If only free copy of RfS documents are downloaded from ETS portal or RfS documents are downloaded **without confirmation or without generating official copy serial number, then the bidders will not be able to submit the bids**. For further assistance, please contact ETS help desk at +91 124-4229071, 124-4229072. Transfer of RfS documents downloaded by one intending bidder to another is not permitted.

3.2 COST OF DOCUMENTS & BID PROCESSING FEES:

3.2.1 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 RfS document fee and processing fee as mentioned in the Bid Information Sheet. A Bidder will be eligible to participate in the bidding process only on submission of entire financial amounts as per the **Bid Information Sheet**. Payments against Cost of RfS document and Bid Processing Fee shall be done only through NEFT/RTGS (electronic transfer), and the Bidder shall submit the transaction receipt, as part of the online bid submission.

The bank details of SJVN are as follows:

A. Name of Account Holder	**SJVN Limited**
Complete Contact Address	Office Block, Tower 1, 6^{th} Floor, East Kidwai Nagar, New Delhi-110023
E-mail Id	findelsjvn@sjvn.nic.in
B. Name of the Bank	**State Bank of India**
Address of the Bank with email id	CAG II Branch, 5th Floor Redfort Capital, Parsvnath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi- 110001, cs.cagdel@sbi.co.in
Type of Bank Account	Current Account
C. Particulars of Deposit	**For Tender Document Fee**
Credit Purpose/Vendor	REIA-Tender Documents
SJVN Virtual Bank A/c No.	SJVNRE02REIATD
IFSC Code	SBIN0004266
D. Particulars of Deposit	**For Bid Processing Fee**
Credit Purpose/Vendor	REIA-BID PROCESSING

SJVN Virtual Bank A/c No.	SJVNRE02REIABP
IFSC Code	SBIN0004266

SWIFT Details:

Name of A/c. : SJVN Ltd
Current A/c No : 10813604303
IFSC CODE : SBIN0003219
Bank Name : State Bank of India
SWIFT BRANCH : RING ROAD LAJPAT NAGAR
SWIFT CODE : SBININBB382

While carrying out online transfer, Bidders shall ensure to intimate the details of payment of processing fees and Tender fee through email to Employer's mail id: contracts.reia@sjvn.nic.in and also upload the details on ETS portal (Technical Bid Part) in the following format:

Declaration for Payment of Tender Fee & Processing Fees
Tender Search Code:
Bidder Name:
UTR Reference of Tender Fee
UTR Reference of Processing Fee
Amount of Tender fee:
Amount of Bid Processing fee:
Date of Transfer:
Transferor Bank:
Bank Account No.:
Bank IFSC Code:
(Signature of Bidder with Seal

3.2.2 In case a Bidder chooses to deduct TDS while making the payments against cost of RfS and/Bid Processing Fee, such TDS details shall be submitted by the Bidder along with the transaction details, as part of online bid submission.

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

3.2.4 In case a Bidder has paid cost of RfS document and Bid Processing Fee for this RfS and chooses not to participate in the bidding process (i.e. the Bidder does not submit any of the online or offline bid documents to SJVN), the respective amounts paid to SJVN against Bid Processing Fee only will be refunded without any interest payment, to the respective Bidder.

3.2.5 MSEs (Micro and Small Enterprises) registered under NSIC/DIC/Udyog Aadhar (having valid UDYAM registration as on the last date of bid submission) only are exempted from submission of Cost of RfS Document, Bid Processing Fee & Earnest Money Deposit (EMD). **However, in such case, Bidder shall be required to submit Bid Security Declaration as per Format 7.16 of this RfS Document**. For a Consortium to be eligible for exemption from submission of Cost of RfS document, Bid Processing Fee & Earnest Money Deposit, all the members of the Consortium shall be registered as MSE.

In case of MSE Bidder, if the Bidder does not submit either Bid Security Declaration or Cost of RfS Document, Bid Processing Fee & Earnest Money Deposit (EMD), the bid submitted by such Bidder/ Bidding Consortium shall be considered as non-responsive under Clause 5.1.6 (a) and Clause 5.1.6 (h) of the RfS, and the bid will be summarily rejected.

Note: In all cases, a Bidder shall be allowed to avail the above exemptions provided to MSEs only in case the Bidder (including all the members in case of a Consortium) meets the financial eligibility criteria as per Clause 4.3 on its own financial credentials or the financial credentials of the Affiliates who are an MSE. In case the Bidder (including any member in case of a Consortium) proposes to meet the financial eligibility criteria as per Clause 4.3 based on the credentials of its Affiliates and any of the Affiliates is not an MSE, the Bidder/Bidding Consortium will not be eligible for exemption from submission of Cost of RfS document, Bid Processing Fee & EMD. As a result, in case a Bidder/ Bidding Consortium does not submit requisite Cost of RfS, Bid Processing Fees, and EMD by availing exemption under this Clause, and proposes to meet the financial eligibility criteria based on the credentials of its Affiliates with any of the Affiliates not being an MSE and, the bid submitted by such Bidder/ Bidding Consortium shall be considered as non-responsive under Clause 5.1.6 (a) and Clause 5.1.6 (h) of the RfS, and the bid will be summarily rejected.

3.3 CONTENT OF RFS DOCUMENT:

The RfS Documents shall comprise the documents listed below along with Standard Battery Energy Storage Purchase Agreement (BESPA) and Standard Battery Energy Storage Sale Agreement (BESSA) and Amendment/Addendum/Corrigendum/Clarification/Errata issued in accordance with Clause 3.6, if any.

i) Section I: Invitation for Bids
ii) Section II: Definitions
iii) Section III: Instruction to Bidders
iv) Section IV: Eligibility Criteria
v) Section V: Bid Evaluation and Selection of Bidders
vi) Section VI: Conditions of Contract
vii) Section VII: Forms & Formats for Bid Submission

3.4 COST OF BIDDING:

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. SJVN shall not be responsible in any way for such costs, regardless of the conduct or outcome of the bid process.

3.5 PRE-BID MEETING:

A Pre-Bid Meeting with prospective bidders will be held on the date and venue mentioned at Clause 1.3 of Section I of this RfS Document. Wherever the bidder finds any discrepancy, omission, ambiguity or conflict in or among the documents issued or be in doubt as to their meaning and interpretation; such matter should be called to the attention of the RfS Inviting Authority, in writing either by email or by post and it must be received to RfS Inviting Authority latest by one day before the scheduled date of pre bid meeting up to 18:00 Hrs. Enquiries/ clarifications may be sought by the Bidder in the following format on email ID: **contracts.reia@sjvn.nic.in**

Sr. No.	Clause no. of RfS	Provision of RfS	Query of bidder

The bidders are required to submit the queries in MS Word file also.

SJVN 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 SJVN's response will be uploaded in the ISN-ETS portal https://www.bharat-electronictender.com. and www.sjvn.nic.in.Verbal clarifications & information given by SJVN or their employees(s) or their representative(s) shall not be in any way binding on SJVN. Any modification to the RfS Documents that may become necessary as a result of the pre-bid Clarifications shall be made by SJVN through the issue of an Addendum/Corrigendum/Amendment/Clarification pursuant to clause 3.6. SJVN shall not be obliged to respond to any request for clarification received later than the above period. Further, mere request for clarification from the Bidders shall not be a ground for seeking extension in the deadline for submission of bids.

3.6 AMENDMENTS TO RFS DOCUMENT:

3.6.1 At any time prior to the deadline for submission of Bids, SJVN may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder(s), modify the RfS documents/ Standard BESPA/Standard BESSA by issuing Addendum /Corrigendum/Amendment/Clarification and the same shall be available on the ISN-ETS portal https://www.bharat-electronictender.com and SJVN's website www.sjvn.nic.in. No press note will be released in this regard. Therefore, the Bidders are advised to visit the above referred sites regularly before deadline for submission of proposal.

3.6.2 All such Addendum/Corrigendum/Amendment/Clarification shall form integral part of this RfS Document. SJVN shall bear no responsibility or liability arising out of non-receipt of the above in time by the Bidders

3.6.3 In order to allow prospective bidders, to take the amendment into account in preparing their Bids, SJVN at its discretion, may extend the deadline for at least 7 days there from for the submission and opening of Bids

3.7 LANGUAGE OF BIDS:

The Bids prepared by bidders and all correspondences and documents relating to the Bid exchanged by the Bidder(s) and SJVN shall be in English. Supporting documents and printed literature furnished by the Bidders with their bids may be in another language, provided they are accompanied with a certificate of the authorized translator certifying therein an accurate translation of the relevant passages in the above stated language, in which case, for the purposes of interpretation of the Bid, the translation shall prevail.

3.8 BID CURRENCIES:

The bidder shall indicate the entire bid price in **INDIAN RUPEES** only.

3.9 VALIDITY OF THE RESPONSE TO RFS:

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

3.10 EARNEST MONEY DEPOSIT (EMD):

3.10.1 Earnest Money Deposit (EMD) of **INR 2,40,000/- (Indian Rupees Two Lakh Forty Thousand only) per MWh,** in the form of Bank Guarantee / Payment on Order Instrument (POI)/Insurance Surety Bond according to Format 7.3A / 7.3B /7.3E and valid for 12 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes.

Electronic Bank Guarantee (e-BG) is also acceptable against EMD under this RfS.

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

3.10.3 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 shall be acceptable only if 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 submitted in accordance with original bid submission date stipulated above and Bidder submits the EMD extension for the requisite period within seven days from the date of actual bid submission, if required.

3.10.4 SJVN 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 SJVN in terms of the guarantee as in the case of appropriation of the cash deposit lying with SJVN.

3.10.5 **Payment on Order Instrument (POI):**

As an alternative to submission of EMD as above, the Bidder also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development Agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by SJVN within the provisions of RfS/BESPA. This instrument would have to be furnished as per Format 7.3B of the RfS, within the timelines as per Clause 3.10.1 above, for the amount and validity period as per those Clause 3.10.1 above.

3.10.6 **Insurance Surety Bond:**

As another 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 uncashed by SJVN within the provisions of RfS/BESPA. This instrument would be furnished as per Format 7.3E of the RfS, for the amount and validity period as per Clause 3.10 above.

3.10.7 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."

3.10.8 Subsequent to submission of bid, the Bidder shall not be allowed to change the instrument (BG/PoI/Insurance Surety Bond) except in case of partial allocation of contracted capacity (i.e. allocation of less capacity than the capacity quoted by the Bidder in the bid), in which case, Bidder may change the instrument while submitting the EMD corresponding to the revised allocated capacity awarded to the Bidder.

3.10.9 MSEs (Micro and Small Enterprises) registered under NSIC/DIC/Udyog Aadhar (having valid UDYAM registration as on the last date of bid submission) only are exempted from submission of Cost of RfS Document, Bid Processing Fee & Earnest Money Deposit (EMD) as per clause 3.2.5 of RfS.

3.11 FORFEITURE OF EMD:

The BG/PoI/Insurance Surety Bond submitted towards EMD shall be encashed by SJVN or in case of MSE, appropriate action will be taken as per Bid Security Declaration submitted by the Bidder, in following cases:

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

b. In case, SJVN offers to execute the BESPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 6.11 of the RfS or does not execute the BESPA within the stipulated time period;

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

d. If the bidder fails to furnish required Performance Bank Guarantee/POI in accordance with Clause 6.10 of the RfS.

3.12 INSTRUCTIONS TO BIDDERS FOR STRUCTURING OF BID PROPOSALS IN RESPONSE TO RFS:

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

i) Covering Letter as per **Format 7.1**.

ii) 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 formatattached 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.

iii) Bank Guarantee /PoI/ Insurance Surety Bond against Earnest Money Deposit (EMD) as per Format **7.3 A/7.3B/7.3 E.**

iv) 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:

a) Board Resolution from the Bidding Company or the Lead Member of the Consortium,as the case may be, in favour of the person signing the response to RfS and in theevent of selection of the Projects and to sign the BESPA with SJVN. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement.

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

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

v) 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.

vi) Format for Financial Requirements as per Format 7.6 along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation ofthe financial credentials of the Bidder.

vii) Undertaking regarding no willful default and no major litigation pending as per Format 7.7.

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

ix) Format for Technical Criteria as per Format 7.9 (to be filled out separately for eachProject).

x) Format 7.10: Declaration by the Bidder for the proposed BESS Configuration.

xi) Signed Integrity Pact between SJVN and the Bidding Company as per **Format 7.12.**

xii) **Attachments:**

a) Memorandum of Association, Article of Association of the Bidder 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/ Battery Energy Storage System development.

In case, there is no mention of the above provisions in the MoA/ AoA of the Bidder, 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/ Battery Energy Storage System development has to be submitted prior to signing of BESPA.

b) Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium.

c) 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. SJVN 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 thesame within the required time lines.

d) Certified copies of annual audited accounts for the last three financial years, ending on 31.03.2025 or provisional 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.

e) Details of all types of securities/instruments which are pending conversion into equitywhether optionally or mandatorily.

xiii) Covering letter of the financial bid as per Format 7.13

xiv) Break-up of the Preliminary Estimate of Cost of Project as per Format 7.14.

3.13 IMPORTANT NOTES AND INSTRUCTIONS TO BIDDERS:

i) 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.

ii) 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 3.12 of the RfS.

iii) 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, SJVN reserves the right to reject such response to RfS and/or cancel the Letter of Award, if issued, and the Bank Guarantee 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.

iv) If the event specified at Clause 3.13(iii) is discovered after the Effective Date of BESPA, it shall be treated as "BESSD Event of Default" under BESPA and consequences as specified in BESPA shall apply.

v) Response submitted by the Bidder shall become the property of the SJVN and SJVN shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Clause 6.10.10 of the RfS.

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

vii) The response to RfS shall be submitted as mentioned in Clause 3.12 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, SJVN reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.

viii) The Bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.

ix) 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.

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

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

xii) Response to RfS not submitted in the specified formats will be liable for rejection by SJVN.

xiii) Bidders delaying in submission of additional information or clarifications sought willbe liable for rejection.

xiv) 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 SJVN of the obligationof the Bidder to furnish the said data/information unless the waiver is in writing.

xv) The Central Electricity Regulatory Commission shall be the appropriate commission to exercise the regulatory and adjudicatory jurisdiction in regard to matters between BESSD and SJVN as well as SJVN and Buying Entity(ies). Subject to the above, only New Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.

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

xvii) The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The bid should be serially numbered and properly indexed mentioning all constituents of bid including any enclosures/attachments etc. and their location page numbers in the bid. Failure to submit the bid in systematic manner as above may result oversight ofany important information provided by the bidder for which SJVN shall not be responsible.

xviii) The Bid shall contain no overwriting, alterations, omissions, or additions, unless such corrections are initiated by the person(s) signing the Bid. Corrections if any shall only be made by scoring out the cancelled portion, writing the correction, initiating and dating it by the person(s) signing the Bid.

xix) All witnesses and sureties shall be persons of status and their full names, occupations and addresses shall be stated below their signatures.

xx) Please note that bids in any other mode including Email shall not be entertained under any circumstances.

xxi) Only Delhi Courts shall have exclusive jurisdiction in all matters pertaining to RfS.

3.14 METHOD OF SUBMISSION OF RESPONSE TO RFS BY THE BIDDER:

3.14.1 <u>Documents to be Submitted Offline (in Original):</u>

i) The bidder has to submit original of following documents offline.

a) Bank Guarantee/POI/Insurance Surety Bond towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3A/7.3B). One EMD may be submitted for the cumulative capacity quoted by the bidder. In case of MSE Bidder, Bid Security Declaration Form to be submitted by such Bidder.

b) Duly Signed Integrity Pact between SJVN and the Bidding Company (Scanned version of the format, duly signed by SJVN's authorized signatory, is available on the ETS portal as addendum to the RfS).

c) Pass-phrases for Technical bids and Financial bids submitted on the ETS portal.

ii) 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 SJVN until the last date and time for submission of hard copy of document as mentioned at Cl. 1.3 of RfS and extensions of dates, if any.

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

iii) The bidding envelope shall contain the following sticker:

RfS for "Selection of BESS Developer for setting up of 265 MW/530 MWh Standalone Battery Energy Storage Systems (BESS) in the state of Haryana under Viability Gap Funding (VGF) Schemes under Tariff-Based Competitive Bidding". (RfS No.: SJVN/CC- Delhi/REIA/2026/ BESS-2 TSC: SJVN-2025-TN0000017	
Cumulative Capacity of the projects applied for	….. MW…….MWh
No. of Projects Bid for	
RfS Reference No.	
Submitted by	(Enter Full name and address of the Bidder)
Organization ID (OID) on ETS portal	(Enter the OID through which the Bid has been submitted online on ETS portal)
Authorized Signatory	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)

Bid Submitted to	**General Manager (REIA/Contracts)** **SJVN Limited,6th Floor, Tower-1, NBCC Office Complex, East Kidwai Nagar, New Delhi-110023, Tel No. 011-61901906** **Email – contracts.reia@sjvn.nic.in,**

3.14.2 **Documents to be Submitted Online**

Detailed instructions to be followed by the Bidders for online submission of response to RfS are stated at Annexure-B. The bidders shall strictly follow the instructions mentioned in the electronic form in respective Technical Bid and financial bid while filling the forms.

(b) If the Bidder has submitted bid online and fails to submit the Bank Guarantee / POI / Insurance Surety Bond against EMD for requisite amount offline, until the last date and time for submission of hard copy of document as mentioned at Cl. 1.3 of RfS and extensions of dates, if any, then the same shall be treated as incomplete bid and Cost of RfS, Processing fee submitted at this stage will be encashed and 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, **https://www.bharat-electronictender.com** which should contain the following:

I. Technical Bid (First Envelope)

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

a) Formats - 7.1, 7.2 (if applicable), 7.3 A/ 7.3 B / 7.3 E, 7.4, 7.5 (if applicable), 7.6, 7.7, 7.8/7.8A, 7.9, 7.10 and 7.12 elaborated in Clause 3.12 of the RfS.

b) All attachments elaborated in Clause 3.12 of the RfS, under the sub-clause xi: Attachments, **with proper file names**.

c) All supporting documents regarding meeting the eligibility criteria.

d) Scanned Copies of NEFT/RTGS details towards Cost of RfS Document and Bid Processing Fee as mentioned in Bid Information Sheet.

e) Scanned copies of requisite amount of Bank Guarantee/ Payment on Order Instrument towards EMD as mentioned in the Bid Information Sheet.

f) The Bidder will have to fill the Electronic Form provided at the ISN-ETS portal as part of Technical Bid.

g) Submission of Pass-phrases: In line with Clause 3.13 (viii) and Annexure-B, the Bidder shall be required to submit the Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline ofBid submission, and before the commencement of the Online Tender Opening Event (TOE) of Techno- commercial bid.

II. <u>Financial Bid (Second Envelope)</u>

1. Bidders shall submit the single Financial Bid containing the scanned copy of following document(s):
   (a) Covering letter as per Format - 7.13 of the RfS.
   (b) Preliminary Estimate of Cost of BESS Project for supply of contracted Battery Storage Capacity, as perFormat 7.14 of the RfS.

2. The financial bid shall be submitted online, in the format as per the Electronic Form on the ISN-ETS portal.

(c) A single capacity charge (INR/MW/Month) for the project applied for, shall be submitted separately online in the Electronic Form provided at the ISN-ETS portal. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation, else the bid shall be considered as non- responsive.

<u>Important Note:</u>

(a) The Bidders shall not deviate from the naming and the numbering formats of envelops mentioned above, in any manner.

(b) In each of the envelopes, 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 ISN-ETS within the bid submission deadlines and fails to submit the offline documents in the office of SJVN within the bid submission deadlines, the online bid of the Bidder shall not be opened and shall be 'archived' on the ISN-ETS portal. Similarly, bids submitted offline but without any onlinesubmission on ISN-ETS portal shall not be opened and the EMD shall be returned to the respective bidder.

(e) **In case of submission of Bank Guarantee against EMD/POI/ Insurance Surety**

Bond on online portal on or before the bid submission deadline, and non-submission of the hard copy of the Bank Guarantee to SJVN within the timeline specified for submission of hardcopy of the documents, its bid shall be rejected and not considered for further evaluation.

3.15 DEADLINE FOR SUBMISSION OF BIDS:

3.15.1 Complete Bid must be uploaded at the ISN-ETS portal. The documents to be submitted offlineas per Clause 3.14.1 must be received by SJVN at the address of RfS Inviting Authority not later than the last date and time for submission of hardcopy of documents offline as stipulatedin the RfS document/ ISN-ETS portal. The date and time for online submission of the bids shall continue to be the date and time as specified in the RfS document or any subsequent amendment for the same. In the event of the specified date for the submission of bids being declared a holiday for SJVN, the hard copy of documents/offline submission will be received up to the specified time on the next working day.

3.15.2 SJVN may, in exceptional circumstances and at its discretion, extend the deadline for submission of bids by issuing an Addendum in accordance with Clause 3.6, in such case all rights and obligations of SJVN and the bidders previously subject to the original deadline willthereafter be subject to the deadline as extended.

3.15.3 Bidders are advised to submit their bids well in advance to avoid any difficulty in submission of bid due to technical issues/glitches in the ISN-ETS portal, internet connectivity etc. SJVN shall not be responsible for non-submission of bid due to any such issue.

3.16 LATE BIDS:

Online submission of the bid will not be permitted on the portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode. Similarly, hard copies of the OFFLINE documents, if received by SJVN Ltd after the deadline for submission as prescribed in RfS document/ ISN-ETS portal, then it will be considered as ‘Late Bid’ and shall be considered non-responsive and shall be summarily rejected notwithstanding the fact that the bidder has uploaded the bid online within the stipulated deadline.

3.17 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BIDS:

3.17.1 The Bidder may modify, substitute, or withdraw his bid after its submission but in any case, before the deadline for submission of bids.

3.17.2 Any alteration/ modification in the Bid or additional information supplied unless solicited by SJVN subsequent to expiry of last date and time of submission of bids shall be disregarded.

3.17.3 Withdrawal of a Price Bid during the interval between the deadline for submission of Bids and expiration of the period of Bid validity specified in Clause 3.9 shall not be permitted and appropriate action may be taken by SJVN as per provisions mentioned in the Bid Security Declaration submitted by the Bidder.

3.18 BID OPENING:

3.18.1 Initially, the Technical Bid shall be opened on the scheduled date, time and location stipulated in the RfS Document.

3.18.2 The Price Bid shall be opened only of those bidders whose Technical Bid are found Technically qualified. Financial Bids of the Bidders whose Bids not found Technically qualified shall not be opened and shall not be considered at all any further.

3.18.3 If it happens to be a holiday or due to any other technical reasons like non-availability of the Committee Members etc. on the day of opening of the tender, the Bids shall be opened on next working day at the same time.

3.18.4 SJVN Ltd shall not be responsible if online bid could not be opened within reasonable time for whatsoever reason. In such a case, the bid shall remain unopened on the portal and shall not be considered at all any further.

3.19 CLARIFICATION ON BIDS:

To assist in the examination, evaluation, and comparison of bids, SJVN may, at its discretion,ask any bidder for clarification of its Bid. The request for clarification and the response shall be through e-mail but no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetical errors discovered by the SJVN in the evaluation of the Bids. All such responses submitted by the Bidder shallform part of their bid.

3.20 EVALUATION OF BIDS AND SELECTION OF BIDDER:

The evaluation of Bids and selection of successful Bidders shall be carried out as per the procedure and methodology stipulated in Section V of this RfS Document.

3.21 RIGHT OF SJVN TO REJECT A BID:

SJVN 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 SJVN's account),without any interests, and EMD submitted by the Bidders shall be returned to the respective Bidders.

3.22 POST AWARD COMPLIANCES:

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

Any checklist shared with BESSD by SJVN 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 BESPA must be timely submitted by the BESSD.

3.23 PRE-CONTRACT INTEGRITY PACT:

To improve transparency and fairness in the tendering process, SJVN is implementing Integrity Pact. Integrity Pact is deemed as part of the contract so that the prospective bidders are bound by its provisions.

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The Integrity Pact, signed by all the prospective Bidders and SJVN, shall commit the persons/officials of both the parties, not to exercise any corrupt /fraudulent/collusive/coercive practices in the Tendering process and also during implementation of the Contract. Onlythose Bidders who have entered into Integrity Pact with SJVN shall be eligible to participate in the bidding process. Bidders signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter Entering into Integrity Pact as per Performa enclosed in the Tender Document is a basic qualifying requirement.

In case of JV, each partner of JV shall sign Integrity Pact with SJVN. In case of sub-contracting, the Principal Consultant shall be responsible for adoption of Integrity Pact by the sub-Consultant. To oversee the compliance of obligation under the Integrity Pact, Independent External Monitor(s) (IEMs) have been appointed by SJVN. The details are as under:

Sr. No.	Name of IEMs	Address of IEMs
1.	Dr. Davendra Verma, ISS (Retd.)	604, Tower-14, Purvanchal Royal City, Chi V, Greater Noida, G.B.Nagar-201310,Uttar Pradesh Email- verma.davendra@gmail.com
2.	Sh. Prashanta Kumar Agrawal, IPS (Retd.)	House no. 762, Sector-17, Faridabad (HR)-121002 Email: agrawal.prashanta@gmail.com

3.	Sh. Sanjay Kumar Srivastava, IAS (Retd.)	C-2 Flat No. 2475, Vasant Kunj, (Opposite DPS School) Vasant Kunj, New Delhi-110070 Email: - srivastava.sk001@gmail.com

The Integrity Pact duly signed on behalf of SJVN is given in Section VII: Forms & Format.

The Integrity Pact along with its Annexure -A (Guidelines on banning of business dealings) and Undertaking (form of declaration of eligibility) enclosed in the RfS Document shall be downloaded, printed and signed by the bidder and the same will be submitted with Bid.

The successful bidder shall submit duly executed Integrity Pact on Non-Judicial stamp paper of appropriate value prior to signing of Contract Agreement.

3.24 CORRUPT OR FRAUDULENT PRACTICES:

3.24.1 It is expected from the Bidders that they will observe the high standard of ethics during the bidding process and Construction of such Contracts. In pursuance of this policy:

1. For the purpose of this provision, the terms set-forth below shall mean as under:
    a. **“corrupt practice”** is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party
    b. **“fraudulent practice”** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation
    c. **“collusive practice”** is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
    d. **“coercive practice”** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
    e. **“obstructive practice”** is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.
2. A Bid shall be rejected by SJVN if it is determined at any stage that respective Bidder has engaged in corrupt or fraudulent or Collusive or Coercive practices or obstructive practice in executing the Contract in question and his Bid Security shall

be forfeited. The Bidder shall not be entitled for any compensation whatsoever under this clause.

3. SJVN may declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the bidder has engaged in corrupt or fraudulent or collusive or coercive practices in competing for, or in executing a Contract.

4. The documents/information submitted by Bidder/Contractor may be verified by the officials of SJVN for its authenticity at any time and the Bidder/Contractor shall provide all facilities/co-operation in this regard. If it is found that any of the documents/information submitted by the Bidder/Contractor is not genuine, SJVN shall have full rights to cancel his Bid, forfeit the bid security and terminate the Contract, if awarded.

3.24.2 SJVN has Anti Bribery Management System (ABMS) in place and ABMS Manual is available on its website https://sjvn.nic.in/ and may be downloaded from the above-mentioned website.

---------------------------------------END OF SECTION------------------------------------

SECTION IV:
ELIGIBILITY CRITERIA

SECTION IV: ELIGIBILITY CRITERIA

4.0 ELIGIBILITY CRITERIA

Bidder must meet the following qualification requirements:

4.1 GENERAL ELIGIBILITY CRITERIA:

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

4.1.1 The Bidder shall 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 and the Government of India as amended from time to time.

4.1.2 Bidding Consortium with one of the Companies as the Lead Member. Consortium shortlisted and selected based on this RfS has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of BESPA, keeping the original shareholding of the Bidding Consortium unchanged. In case applications for multiple Projectshave 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).

4.1.3 A foreign company can also participate on standalone basis or as a member of consortium at the RfS stage. In case of foreign company participating on standalone basis and its selectionas 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. In case a Foreign Company is selected as the successful Bidder, 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 4.1.7 of the RfS shall be applicable.

4.1.4 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:

i. 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).

ii. 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.

iii. "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.

iv. "Bidder from a country which shares a land border with India" for the purpose of this clause, means:

a) An entity incorporated, established or registered in such a country; or
b) A subsidiary of an entity incorporated, established or registered in such a country; or
c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
d) An entity whose beneficial owner is situated in such a country; or
e) An Indian (or other) agent of such an entity; or
f) A natural person who is a citizen of such a country; or
g) A consortium where any member of the consortium falls under any of the above.

v. "Beneficial owner" for the purposes of Clause 4.1.4(iv)-(d) above will be as defined in the referred OM, including subsequent amendments and clarifications thereto.

vi. In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 7.8/7.8A of the RfS.

vii. 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.

4.1.5 Proprietorships, Partnerships, Trusts, NGOs and Limited Liability Partnership (LLPs) firms are not eligible for participation**.**

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

4.1.7 Any consortium, if selected as Successful Bidder for implementing the project, shall incorporate a Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of BESPA with SJVN, 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 thereafter the combined shareholding of the Consortium Members in the SPV/Project Company shall not fall below 51% at any time prior the CoD, except with the prior approval of SJVN. Transfer of controlling shareholding within the same group of companies will however be allowed prior to CoD with the permission of SJVN, subject to the condition that, the management control remains within the same group of companies.

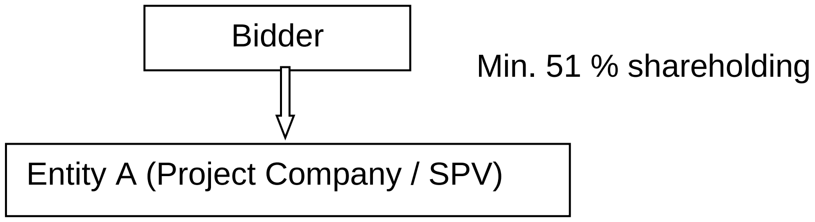
4.1.8 The Bidder or any of its Affiliates should not be a willful defaulter to any lender, and the Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors should not have been barred or included in the blacklist by any government agency or authority in India, 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. In the event the BESSD is in default to the lender(s), lenders shall be entitled to undertake "Substitution of Promoter" in concurrence with the Procures.**

4.1.9 Any company/AIF/Consortium/Member of Consortium, including Affiliate(s) of such company/ Consortium/ Member of Consortium, which was previously awarded the LoA by SJVN Ltd under any tender issued by SJVN as REIA for RE Project(s)/Implementing Agency for BESS Project(s), offered to execute the PPA/BESPA by SJVN Ltd and if failed to execute the PPA/BESPA within the stipulated time period, shall be disqualified from participating in the instant RfS.

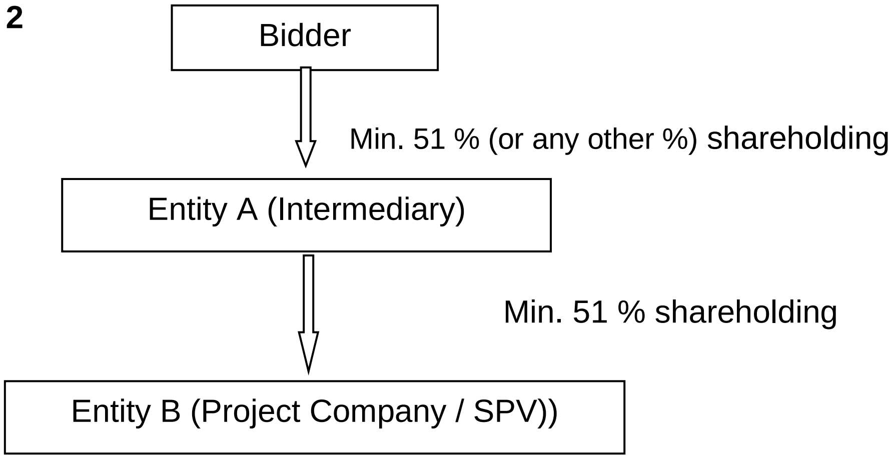
Bidder shall submit an Undertaking in this regard as per **Format-7.17** of this RfS Document.

4.1.10 For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 4.1.3 and 4.1.6 above should be an immediate subsidiary of the bidder, without any intermediaries involved. The following illustrations are provided to clarify the same.

Scenario 1



Scenario 2



As per the RfS, only Scenario 1 is permissible in case of projects being implemented by SPVs.

4.2 TECHNICAL ELIGIBILITY CRITERIA:

4.2.1 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 7.9. However, the Successful Bidder has to confirm the selection of technology in line with the above at the time of Financial Closure. The technology proposed at the time of submission of response to RfS can be changed at the time of Financial Closure.

4.2.2 The Battery Energy Storage Projects will be developed as per the Guidelines issued by the Government of India from time to time and the technical guidelines prevalent at the time of commissioning of the Project, will be followed.

4.2.3 The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of Clause 6.14 of RfS. The undertaking shall be submitted as per enclosed Format 7.9.

4.2.4 The Projects shall also comply with the criteria for power supply as detailed in Clause 6.7 (Performance Criteria of the project) of the RfS.

4.3 FINANCIAL ELIGIBILITY CRITERIA:

4.3.1 Net-Worth:

i) The Net Worth of the Bidder should be equal to or greater than INR **24,00,000/MWh (Rupees Twenty-Four Lakhs /MWh)** of the quoted capacity (in MWh), as on the last date of previous Financial Year, i.e. FY 2025-26, or as on the day at least 7 days prior to the bid submission deadline. For e.g., for a 530 MWh (265 MW x 2 hrs) Project Capacity, the minimum Net Worth requirement to be demonstrated shall be Rs 24 lakh x 530 MWh = Rs. 127.2 Crores. In case of the Bidder being a SEBI registered AIF, the cumulative value of Assets Under Management (AUM) with minimum requirement as decided by SJVN shall be demonstrated. In this context, AUM shall mean the amount as certified by the Statutory Auditor of the AIF.

ii) In case the audited Annual accounts for FY: 2025-26 is not available, bidders shall submit Net Worth Certificate from a practicing Chartered Accountant/Statutory Auditor to demonstrate fulfilment of above criteria.

iii) 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.

iv) 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.

v) For the limited purpose of meeting the technical and financial eligibility criteria in the tenders, in addition to using credentials of the Affiliates having more than 50% shareholding in the bidding company, the bidders may also 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 Cr., 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 Cr. 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

4.3.2 <u>Liquidity:</u>

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

i) A minimum average annual turnover of **INR 36 Lakhs/MWh (INR 36,00,000/MWh)** of the quoted capacity during the last three Financial Years (FYs) ending on 31.03.2026, which should be evidenced by Audited Balance Sheet along with Profit & Loss account or a certificate issued by a practicing Chartered Accountant. In case the audited Annual accounts for FY: 2025-26 is not available, bidders shall submit Annual turnover certificate for FY: 2025-26 from a practicing Chartered accountant/Statutory Auditor to demonstrate fulfillment of above criteria. It is hereby clarified that "Other Income" as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.

ii) Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) excluding other and exceptional income for a minimum amount of **INR 7,20,000 /MWh (Indian Rupees Seven Lakhs Twenty Thousand only/ MWh)** of the quoted capacity, as on the last date of previous financial year, 2025-26. In case the audited Annual accounts for FY: 2025-26 is not available, bidders shall submit PBDIT Certificate from a practicing Chartered Accountant/Statutory Auditor to demonstrate fulfilment of above criteria

iii) In-Principle sanction letter from the lending institutions/ banks of the Bidder, committing aLine of Credit for a minimum amount of **INR 20 Lakhs/MWh (INR 20 Lakhs Only/MWh)** of the quoted capacity, towards meeting the working capital requirement of the project quoted under this RfS. Such letter can also be obtained by the Affiliate(s) of the Bidder.

4.3.3 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 4.3.1 and 4.3.2 above.In case of the Bidder being a Bidding Consortium, any Member may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and Performance Guarantee in the form of Bank Guarantees/POI/Insurance Surety Bond 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.

4.3.4 For the purposes of meeting financial requirements, only latest unconsolidated audited annualaccounts 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 and provided further that the financial capability of such Companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of any other response to this RfS.

4.3.5 A Company/Consortium would be required to submit annual audited accounts for the last three financial years ending on 2025-26, along with net worth, annual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/Statutory Auditor to demonstrate fulfilment of the criteria. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial years as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located.

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 three financial years for which the audited accounts are available excluding previous financial year. 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 are submitted in a language other than English, a certified English translation from an approved translator shall berequired to be submitted by the Bidder.

4.3.6 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**.**

4.3.7 In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into US Dollar (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 above.

4.3.8 In case the response to RfS is submitted by a 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 memberin 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 500 MWh, then, total Net-Worth to be met by the Consortium is INR 30 lakh x 500 MWh = Rs. 150 Cr. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum INR 105 Crores and to be met by Consortium Member B would be INR 45 Crores. Similar methodology shall be followed for computation of liquidity requirement

Note: Wherever applicable, audited accounts for the last three financial years ending on 31.03.2026 will be required to be submitted for meeting the qualification requirements. In case the audited Annual accounts for FY: 2025-26 is not available, bidder shall submit Certificates issued by a practicing CA/Statutory Auditor for FY: 2025-26.

--END OF SECTION-------------------------------------

SECTION: V

BID EVALUATION AND SELECTION OF BIDDERS

SECTION V: BID EVALUATION AND SELECTION OF BIDDERS

5.0 BID EVALUATION AND SELECTION OF SUCCESSFUL BIDDERS:

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.

5.1 EVALUATION OF TECHNICAL BIDS (STEP 1):

5.1.1 The first envelope (Technical Bid submitted online) of only those bidders will be opened whose required documents as mentioned in the RfS are received by SJVN. Bid opening (online) will be done only after the deadline for submission of Bank Guarantee of EMD.

5.1.2 Documents (as mentioned in the previous clause) received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened, if super- scribed properly with address, to the bidder.

5.1.3 SJVN 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, SJVN 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 SJVN within 07 (seven) days from the date of such intimation from SJVN. All correspondence in this regard shall be made through email/ISN-ETS portal 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. SJVN shall not be responsible for rejection of any bid on account of the above**.**

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

5.1.5 **Determination of Responsiveness:**

i) SJVN will examine the Techno-commercial Bids to determine whether they are complete,whether EMD/Bid Security Declaration, RfS Document Fee (if required) have been furnished, whether the bidder has submitted supporting certificates/documents justifying the qualifications/requirements, whether the documents have been properly signed, whether all the requisite declaration, undertakings have been furnished and whether the Technical bids are in order. SJVN may waive any minor informality, non-conformity or irregularity in a bid that does not constitute a material deviation and that does not prejudice or affect the relative ranking of any Bidder as a result of the evaluation of Bids, pursuant to these Clauses.

ii) Prior to the detailed evaluation, the SJVN will determine whether each Bid is of acceptable quality, is complete and is substantially responsive to the RfS Document. For purposes of this determination, a substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the RfS Document without material deviations, objections, conditionality or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the Contract; (ii) that limits in any substantial way, inconsistent with the RfS Document, SJVN's rights or the successful Bidder's obligations under the Contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.

iii) If a Bid is not substantially responsive, it will be rejected by the SJVN , and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

5.1.6 **Non-responsive Bid:**

The electronic response to RfS submitted by the bidder along with the documents submitted online to SJVN 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 forthin 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 Bid 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) Non-submission of payment details against Cost of RfS and Bid Processing Fee.

(f) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.

(g) Except for the scenario as per Clause 5.1 above, in case it is found that the Bidding Company including Ultimate Parent Company/ Parent

Company/Affiliate/Group Companies have submitted more than one response to this RfS, then all these bidssubmitted shall be treated as non-responsive and rejected.

(h) Non-submission or partial submission of EMD in acceptable form along with response to RfS.

(i) In any of the above cases, the bid shall not be considered for bid opening and evaluation process. Further, in case of (h), such bidder will be debarred from participating in any of the tenders issued by SJVN, for a period of 6 (six) months, starting from the last date of bid submission of this RfS.

5.2 The Bidder(s) shall be declared as technically qualified provided that their bids are substantially responsive and meet the requirements mentioned at Section-IV: Eligibility Criteria and other terms and conditions as specified in this tender document. The Financial Bids of only those Bidders will be opened who are Technically qualified as per the criteria mentioned above.

5.3 FINANCIAL BID EVALUATION (STEP 2):

In this step evaluations of Technically Qualified Bids shall be done based on the “First RoundTariff”, quoted by the Bidder in the Electronic Form of 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 (in INR/MW/Month) quoted by the bidders.**

5.3.1 Second Envelope (containing First Round Tariff) of only those bidders shall be opened whosetechnical bids are found to be qualified as per the RfS.

5.3.2 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) in Indian Rupee per MW per Month for the offered quantum of projects applied for. The tariff has to be quoted in Indian Rupee per MW per month in whole number only (no decimal places allowed). If it is quoted with any decimal places, the digit 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 **and if the quoted tariff is INR 3,00,000.98/MW/month then it shall be considered as INR 3,00,000/MW/month**.

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

5.3.4 On completion of technical 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 SJVN. Thereafter, SJVN will take appropriate action as deemed fit.

5.3.5 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.

5.3.6 All Bidders with same tariff shall be eligible for reverse auction round (provided their rank is equal to or less than nth Bidder) as mentioned in Clause 5.4.2 of the RfS.

5.3.7 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*

5.4 REVERSE AUCTION (STEP 3):

5.4.1 The reverse auction for the total tendered capacity shall be conducted on the portal https://www.bharat-electronictender.com, on the day as intimated by SJVN to the eligible bidders. Rules of the auction process are brought out below, and are also contained in Annexure-B of the RfS. As part of submission of their response to RfS, the Bidders shall submit the scanned copy of Annexure-B of the RfS duly signed and stamped by the Authorized signatory, as an acceptance of the provisions contained therein.

5.4.2 The Total eligible bidders for the reverse auction shall be decided as mentioned below: Assuming T = Total Technically Qualified Bidders, and

Total eligible Bidders for e-Reverse Auction

i. The minimum number of technically qualified bidders to conduct e-RA shall be 03 (three). In this case, all 03 (three) technically qualified bidders shall be shortlisted for e-RA process.

ii. In case the number of technically qualified bidders is more than 03 (three), the lowest ranked bidder, i.e., the bidder quoting the highest tariff (the “H1 bidder”) shall be eliminated at this stage, and the remaining Technically qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA.

Accordingly, the no. of bidders shortlisted for e-RA, i.e., “n” = “T”-1

Note:

i. **In case more than one bidder is ranked as “H1” bidder, i.e., such bidders are at the same tariff, all such bidders will be eliminated at this stag**e

ii. **The above elimination will take place subject to the condition that the minimum number of shortlisted bidders for e-RA, after elimination at this stage, remains 3.**

For e.g. (Shortlisting of Bidders for reverse auction):

Sl. No.	Technically qualified Bidder	Rank	Capacity (MW)	T	n*	Shortlisted Bidders
1	B3	L1	265	10	9	B3
2	B5	L2	265			B5
3	B1	L3	265			B1
4	B4	L3	265			B4
5	B2	L4	265			B2
6	B6	L5	265			B6
7	B7	L6	265			B7
8	B8	L7	265			B8
9	B9	L8	265			B9
10	B10	L9	265			

*n = 10-1 = 9 as per the above formula.

Upon shortlisting of bidders for e-RA, if it is found that more than the eligible bidders shortlisted for e-RA have quoted the same tariff, ranking of bidders to be indicated in the e-RA window shall be decided based on draw of lots.

5.4.3 At least one week prior to reverse auction, an advance intimation regarding the date and time of the reverse auction will be sent by e-mail to all the bidders whose technical bids have been opened and found to be qualified. However, from this advance intimation it shall not be construed by the bidders that they have been shortlisted for Reverse Auction. Further, at least two hours before the scheduled start time of Reverse Auction, a system generated email for invitation for Reverse Auction will be sent to all those bidders only who have been shortlisted based on the criteria mentioned at Clause 5.4.2 above. SJVN also reserves its right to give an advance intimation/notice of less than a week regarding the date and time of the reverse auction, in exceptional circumstances to carry out the tendering process in time bound manner.

5.4.4 Shortlisted bidders for Reverse Auction will be able to login into the ISN-ETS portal of reverse auction 15 minutes before the start time of reverse auction

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

ii) The minimum decrement value for tariff shall be INR 1000 per MW/Month. The Bidder can mention its revised discounted tariff which has to be at least Rs. 1000/MW/month less than its current tariff.

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

iv) During reverse auction, the Bidder shall not have the option of changing the total capacity of power offered while quoting tariff during reverse auction.

v) In the bidder’s bidding window, the following information can be viewed by the bidder:

   a) Its tariff as the initial start price and there after last quoted tariff along with the projectcapacity for which the Bidder is qualified.

   b) The list of all the Bidders with their following details: Pseudo Identity, last quotedtariff and project capacity

vi) The initial auction period will be of 60 (sixty) minutes with a provision of auto extension by 8 (eight) minutes from the scheduled/ extended closing time. Such auto extension shall be effected if by way of reduction in tariff by a Bidder to less than L-1 tariff being displayed during the e-RA process at that instant.

   If no such change as described above is effected during the last ~~0~~8 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed.

5.5 SELECTION OF SUCCESSFUL BIDDERS:

Subsequent to conclusion of the e-RA process, the lowest quoting Bidder after reverse auction for the Project will be selected as the Successful Bidder.

i. 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.

ii. In the above case, if the time of quote also becomes exactly same among the Bidders at a tie, then the ranking among these Bidders shall be done as follows:

   Step 1: Lowest rank will be given to the Bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. If there is also a tie among any of these bidders, then the following step (Step 2) will be followed.

Step 2: Ranking will be done based on draw of lots

5.6 ISSUANCE OF LETTER OF AWARD (LoA):

5.6.1 At the end of selection process, Letters of Award (LoAs) will be issued to the Successful Bidder discovered as above. In case of a Consortium being selected as the successful Bidder, the LoA will be issued to the Lead Member of the Consortium.

5.6.2 In case the End Procurer/ SJVN is not satisfied with the rates/ tariffs as discovered after the bidding process, SJVN reserves the right to annul the bid process without any financial implications to any of the parties concerned.

5.6.3 In case SJVN is unable to sign BEPSA with the selected Bidder for the tariffs as discovered after the bidding process, SJVN reserves the right to annul the bid process without any financial implications to any of the parties concerned. SJVN reserves the right to cancel any or all of the bids in view of higher tariff discovered after e-RA. In all cases, SJVN'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.

5.6.4 In case of delay of signing of BESPA beyond 06 months from the date of issuance of LoAs, or any other extended date as mutually agreed between SJVN and the successful Bidder, the LoA issued to the Bidder shall stand cancelled, and the EMD submitted by such Bidder shall be returned by SJVN. In case of extension of the above BESPA signing date by mutual agreement, the extension in the signing date shall be the above mutually agreed date.

-------------------------------------END OF SECTION-------------------------------------

SECTION VI:
CONDITIONS OF CONTRACT

SECTION VI: CONDITIONS OF CONTRACT

6.1 SCOPE OF WORK:

6.1.1 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 the Buying Entities for charging/discharging of the BESS, on an "on demand" basis. Detailed criteria for performance are elaborated in Clause 6.7.1 of the RfS. The BESSD shall set up the Project including the 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 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 Project to be selected under this RfS for deployment of Battery Energy Storage Technology. However, the selection of Project would be technology agnostic within the above segment.

6.1.2 Setting up of the BESS and interconnection of the BESS with the STU network including the construction of Bay will be under the scope of the BESSD. Entire Operation & maintenance including safety of the equipment / personnel will be under the scope of the BESSD. This RfS is technology agnostic on the nature of battery storage system being opted by the BESSD, as long as it meets the definition of BESS under this RfS and the required performance criteria under the RfS and BESPA.

6.1.3 The BESS shall be charged by drawing power from UHBVNL and inject power to UHBVNL network in accordance with the dispatch instructions issued by SLDC. UHBVNL will provide required power for charging BESS. Scheduling of charging and discharging of BESS shall be under the scope of UHBVNL.

6.1.4 For the capacity under contract with SJVN, charging and discharging of the system has been provisioned to be tied up with UHBVN/ Buying Entity. The Buying Entity shall secure the charging power for the BESS project preferably from renewable energy sources ("BESS charging source") and meet the remaining requirement through any other source.

6.1.5 Already commissioned battery Energy Storage Projects cannot be considered under this RfS. Projects already under construction or yet to be commissioned may be considered for the selection under this tender subject to the condition that these projects have not been accepted under any State or Central Scheme and also do not have obligation to sell the power to any beneficiaries and they are in compliance with provisions of this RfS documents. In such case they will be given the benefit for a longer period of BESPA commensurate to the duration between the actual date of commissioning and Scheduled Date of Commissioning (SCD).

6.1.6 The total Project capacity of 265 MW /530 MWh shall be located in the vicinity of 220 kV Substation of Haryana Power Generation Corporation Limited (HPGCL) at the premises of 710 MW Panipat Thermal Power Station, Panipat (PTPS) in the State of Haryana. Land identification and allocation for the Project land will be under scope of UHBVNL. Land will be provided on Lease/Right-to Use(ROU) basis to the BESSD through suitable agreement with UHBVNL/HPGCL, and the same shall be facilitated by SJVN. The Annual Lease Rent for the BESS Project area shall be Rs. 1 per Acre per Annum. The format of Right to Use Agreement is attached at Annexure I of this Amendment.

6.2 TOTAL CAPACITY OFFERED

i) Setting up of 265 MW/530 MWh Standalone Battery Energy Storage Systems (BESS) located in the vicinity of 220 kV Substation of Haryana Power Generation Corporation Limited (HPGCL) at the premises of 710 MW Panipat Thermal Power Station, Panipat (PTPS) in the State of Haryana with Viability Gap Funding(VGF) supported through Power System Development Fund (PSDF) scheme will be carried out through under Tariff-Based Competitive Biding (e-bidding) followed by e-Reverse Auction process.

ii) Selection of BESSDs 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 and BESSA, will solely mean the BESS, set up by the BESSD to make available the Contracted Capacity as agreed to in the BESPA.

iii) 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.

6.2.1 Battery Storage System Project Configuration:

i. The term “Project” shall have the meaning as defined in Section-II of the RfS, and shall refer to the Project capacity as quoted by the bidder (at the time of bidding)/awarded tothe Bidder (after issue of LoA).

ii. The Projects shall be set up in the vicinity of 220 kV Substation of Haryana Power Generation Corporation Limited (HPGCL) at the premises of 710 MW Panipat Thermal Power Station, Panipat (PTPS) in the State of Haryana, as below:

Sr. No.	BESS capacity in MW/ MWh	Name of the Substation	Location (Latitude, Longitude)	Connectivity voltage
1	250 MW/500 MWh	220 kV Substation of Haryana Power Generation	29.396265,76.862632 29.396359,76.857447 29.393541,76.859315	220 kV
2.	15 MW/30 MWh			

		Corporation Limited (HPGCL) at Panipat Thermal Power Station	29.393529,76.861961 29.394128,76.862495	
	265 MW/530 MWh			

It is clarified that both the project components i.e., Project-1: 250 MW/500 MWh and Project-2: 15 MW/30 MWh are to be set up at the above location and should be physically identifiable till the plant PSS to facilitate disbursement of VGF as per completion of milestones defined under the respective VGF Schemes. However, BESS Developer shall be free to design the configuration of the project and power evacuation system as per their suitability/feasibility and connect the system with the designated bay at the substation.

Battery Energy Storage System Projects of total capacity of 265 MW/530 MWh are required to be designed for interconnection with the designated InSTS/STU substation at HVPNL 220 KV as mentioned above. It is clarified that Interconnection of the Project at any other substation is not permitted for the Project being set up under this RfS.

iii. The minimum project capacity or contracted capacity to be offered by the Bidder shall be 265 MW /530 MWh (265 MW x 2 Hours). Project Capacity or Contracted Capacity in MW is the Maximum Power Output (AC) from the Battery Energy Storage Project which can be scheduled at the Delivery Point / Inter-Connection point during any time block of the day. The bid of any Bidder quoting a capacity other than 265 MW /530 MWh shall be outrightly rejected.

iv. The capacity (in MW) quoted by the Bidders in the Covering Letter (and the LoA issued by SJVN) shall mean “Contracted Capacity”.

v. A single tariff shall be quoted by the Bidder for its response to RfS, irrespective of the number of Projects and each Project configuration.

vi. A Single Battery Energy Storage Power Purchase Agreement (BESPA) shall be signed for the Project. The BESSD shall be responsible for obtaining Connectivity for each Project.

vii. The BESSDs shall demonstrate the rated capacity of the project(s), in line with the Commissioning procedure as notified by SJVN.

6.3 CLEARANCES REQUIRED FROM THE STATE GOVERNMENT AND OTHER LOCAL BODIES:

6.3.1 The Battery Energy Storage System Developers (BESSDs) are required to obtain all necessary clearances and permits as required for setting up the Battery Energy Storage Projects, including but not limited to the following:

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

ii. Approval for Water from the concerned authority (if applicable) required for the Project

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

6.3.2 The above clearances, as applicable for the Project, will be required to be submitted to SJVN prior commissioning of the Project, if sought by SJVN. In case of any of the clearances as indicated above being not applicable for the said Project, the BESSD shall submit an undertaking in this regard, and it shall be deemed that the BESSD has obtained all the necessary clearances for establishing and operating the Project. Any consequences contrary to the above shall be the responsibility of the BESSD. The BESSD shall also comply with all the laws, regulations, orders and procedures issued by the appropriate authority, applicable for setting up and implementing the Project.

6.3.3 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 State Nodal Agency (SNA) under the respective State Solar Policy.

6.3.4 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.

6.4 MAXIMUM ELIGIBILITY FOR CONTRACTED CAPACITY ALLOCATION FOR A BIDDER:

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

6.4.1 The minimum project capacity or contracted capacity that can be offered by the Bidder shall be 265 MW /530 MWh (265 MW x 2 Hours).A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a minimum capacity of 530 MWh for the project in the prescribed formats as per above criteria.

Project Capacity or Contracted Capacity in MW is the Maximum Power Output (AC) from the Battery Energy Storage Project which can be scheduled at the Delivery Point / Inter-Connection point during any time block of the day. The bid of any Bidder quoting a capacity other than 265 MW /530 MWh shall be outrightly rejected.

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.

6.4.2 Not Used.

6.4.3 The evaluation of bids shall be carried out as described in Section-V of the RfS. The methodology for Allocation of Projects is elaborated in Section-V of the RfS.

6.4.4 Subject to the exception as per Clause 6.4.1 above, multiple bids from same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.

6.5 PROJECT LOCATION:

6.5.1 The total Project capacity of 265 MW /530 MWh shall be located in the vicinity of 220 kV Substation of Haryana Power Generation Corporation Limited (HPGCL) at the premises of 710 MW Panipat Thermal Power Station, Panipat (PTPS) in the State of Haryana. Land identification and allocation for the Project land will be under scope of UHBVNL. Land will be provided on lease/right-to use basis to the BESSD through suitable agreement with UHBVNL and the same shall be facilitated by SJVN.

The annual lease rent for the BESS Project area shall be Rs. 1 per Acre per Annum. The format of Right to Use Agreement is attached.

6.5.2 The above land area will be handed over to the BESSD within 60 days of signing of BESPA. In case of any delay in handing over of the identified land to the BESSD, the Financial Closure and Commissioning milestones will be suitably extended. If the land area provided seems to be inadequate for the Project, any deviation from the project capacity due to land shortage, if raised by the BESSD, will not be permitted. For avoidance of doubt, it is clarified that there is no merchant capacity allowable under this RfS.

6.5.3 After the expiry/termination of the BESPA, the entire land area allocated to the BESSD shall be returned to UHBVNL in the same condition as it was allocated within 180 days of expiry/termination of the BESPA. If the BESSD does not vacate the allocated land area and/or does not uninstall the entire Project equipment from the designated land area upon expiry/termination of the BESPA, UHBVNL shall charge the applicable market price/circle rate for the respective land parcels, as fixed by the concerned

Revenue Authorities of the Government, as part of penalty on the BESSD.

6.5.4 BESSD is required to construct the approach road separately for accessing the Project as required, without hindering the O&M activities of identified sub-stations.

6.5.5 As Battery Energy Storage System is prone to fire hazard, the BESSD shall provide suitable means such as fire barrier between switchyard and BESS to avoid fire to spread from BESS to Yard equipment. The safety of the equipment / personnel related to BESS operations will be in the scope of the BESSD. UHBVNL will in no way be responsible for any loss/ damage due to any fire accidents. Fire Hydrant system with approval from the appropriate authority in Haryana shall be installed in the BESS area. The BESS container area shall be fitted with High mast Thermal & Surveillance Camera and streaming of the same shall be provided at Control Room of 220 kV Substation of Haryana Power Generation Corporation Limited (HPGCL) at the premises of 710 MW Panipat Thermal Power Station, Panipat (PTPS). The BESSD shall comply with the applicable fire hazard/safety guidelines issued by the CEA/Govt of India Agency as applicable in this project.

6.6 CONNECTIVITY WITH THE GRID AT INTERCONNECTION POINT/DELIVERY POINTS:

6.6.1 The Interconnection Point/ Delivery Point for Battery Energy Storage System Projects of total capacity of 530 MWh shall be at 220 kV Substation of Haryana Power Generation Corporation Limited (HPGCL) at the premises of 710 MW Panipat Thermal Power Station, Panipat (PTPS). Projects should be designed for interconnection with the State Transmission Network (STU) network in accordance with the prevailing CERC/HERC regulations, Grid Connectivity and Intra-state Open Access Regulations and amendments thereto, in this regard.

6.6.2 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). Under this RFS, minimum voltage for interconnection at the STU shall be 220 kV. BESSD shall also comply with the requirements mentioned in the First Time Charging (FTC) regulations/rules issued by the Government, as amended from time to time. The term "Grid network/substation wherever indicated in the RfS/BESPA/BESSA shall refer to the "STU network", wherever applicable.

6.6.3 The responsibility of getting connectivity with the transmission system of the STU shall entirely be of the BESSD and shall be at the cost of the BESSD, in line with applicable regulations. With such availability of transmission system being dynamic in nature, the Bidder has to ensure actual availability of power injection/evacuation capacity at an

STU substation. The transmission of power up to the point of interconnection where metering is done for energy accounting, shall be the responsibility of the BESSD at its own cost. The maintenance of Transmission system up to the interconnection point shall be responsibility of the BESSD, to be undertaken entirely at its risk and cost

Construction of requisite 220 kV bays for connectivity at interconnection point and its associated systems will be carried out and maintained by BESSD as per prevailing HERC law/Regulation and the cost of the above construction shall be borne by the BESSD.

6.6.4 The arrangement of connectivity can be made by the BESSD through a transmission line upto the Interconnection Point at InSTS. The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the Project up to and including at the Interconnection Point at ISTS will be borne by the BESSD.

6.6.5 The BESSD shall be required to follow the Detailed Procedure as issued by CERC/CTU under the General Network Access under the Central Electricity Regulatory Commission(Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022, as well as other Regulations issued by CERC/CEA as amended from time to time. It is further clarified that the Entities (BESSD and Buying Entity) as indicated in the Detailed Procedure issued under the above Regulation, will be responsible for their respective obligation as notified in the Detailed Procedure, irrespective of the provisions of the RfS, BESPA and BESSA. The Projects shall also comply with the Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, including subsequent amendments and clarifications issued thereto.

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

6.6.7 For transmission of power during charging/discharging of the BESS, STU transmission charges and losses applicable as per the extant regulations, will be borne by UHBVNL. All expenses including wheeling charges and losses in relation to the transmission and distribution beyond the Metering Point shall be borne by the UHBVNL. Arrangements shall be put in place prior to commissioning of project as regards the methodology for billing these expenses directly to the UHBVNL.

6.6.8 The BESSD shall comply with CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable. The scheduling of power to/from the Project as per the applicable regulation shall be decided by the Buying Entity. However, any DSM penalties due to violation of the schedule of charging or discharging of the BESS due to reasons attributable to 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 Buying Entity in respect of charging/ discharging power purchase/ sale due to Deviation (DSM) at BESS end shall be to the account of BESSD.

6.6.9 In order to remove potential discrepancies and ambiguities, the BESSDs are hereby instructed that, as part of scheduling of power from the Project, they will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces of SLDC concerned for the corridor of power flow, as per the Regulations in force, under intimation to SJVN.

SJVN may facilitate in identification of any discrepancy and assist the BESSD for its early rectification without any liability on SJVN. The BESSD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices.

6.6.10 Reactive power charges shall be on account of the power source/BESSD as applicable, at their respective ends during charging and discharging, as per CERC/HERC regulations.

6.6.11 All charges and losses related to discharging the ESS component up to Delivery Point shall be borne by the BESSD. The Buying Entity/UHBVNL shall bear the applicable charges and losses during the discharge of the ESS component beyond Delivery Point.

6.6.12 The BESSDs will be required to apply for connectivity at the identified substation, within 30 days of issuance of LoA, and shall furnish copies of the application, complete in all respect, to SJVN within 15 days of date of filing of application. BESSD shall also have to provide the copy of in-principle grant of connectivity, final grant of connectivity, connectivity agreement/any other agreement(s) signed with STU/CTU etc. within 15 days of issuance of letter by CTU / signing of connectivity agreement, as the case may be, to SJVN.

6.6.13 The Bay extension, Bus Extension / Addition of Bay equipment's in the existing bay shall be in conformance to the General Layout of the substation and shall be constructed after obtaining approval of Buying Entity. Prior approval of design of Earth mat being laid by the BESSD shall be obtained from Transmission wing of Buying Entity. The scheme of Protection shall also be similarly got approved and the status of Interconnecting Circuit Breaker, Isolators shall be made available for integrating to the SCADA of the Sub-Station. The Current, Voltage and Power parameters at BESS Bay shall be provided available for integrating to the SCADA of the Sub-Station. The BESSD is required to place all the Control & Relay panels and RTU required for Data Transfer at separate control room at BESS Premises. Independent RTU shall be provided by the developer and the SCADA Screen of BESS shall be shared to Substation Control room and SLDC in developers scope. The transfer of data to SLDC and to 220kV STU Substation Control room shall be in entire scope of the BESSD including internet connectivity.

6.6.14 Cyber Security measures shall be complied with by the BESSD. The BESSD shall comply with cyber security guidelines issued by the competent authority, from time to time, and the technical standards for communication system in Power Sector laid down by the Authority. The adequate firewalls must be in place at BESS plant end where the data of BESS is integrated with the SLDCs. All provisions as per the orders related to Cyber Security issued by the government must be complied with, in all the activities involved in the project(s) from start to completion.

6.6.15 All provisions of Make in India (MII) orders issued by the government must be complied with in the project(s) in compliance with Order no. No.48-1512112025 – NRE issued by Ministry of Power dated 24th December, 2025 and any other amendments thereto. Bidder shall be required to submit an Undertaking for compliance with the above Order as per Format- 15 of RfS Document.

6.6.16 The BESSD shall ensure that the BESS installed is of requisite quality as per best industry practices and refurbished battery cells are not used in the project. BESS shall also ensure that the application software of the Energy Management System (EMS) of the BESS shall be developed indigenously within India.

6.7 PERFORMANCE CRITERIA OF THE PROJECT:

6.7.1 <u>Project performance parameters</u>

a) The Contracted Capacity of the Project shall be in terms of “MW”, which shall also be referred to as the Project Capacity. SJVN’s obligation shall be to procure entire 100% of the Project Capacity. Buying Entity’s obligation shall be for off-take of entire Contracted Capacity and energy at Delivery point. The BESSD is required to design the Battery Energy Storage System (BESS) under the BESPA, ensuring that the BESS can charge and discharge with a C-rate of 0.5.

b) For Example, for a Contracted Capacity of 265 MW, the BESPA shall entitle the off-taker to schedule discharge upto 530 MWh of energy from the BESS in two (02) operational cycles of 02 hours per day (i.e. two complete charging and discharging cycles per day), subject to the following:

i. The Buying Entity 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 265 MW/530 MWh, assuming an RtE of 85%, Buying Entity shall supply charging power to the tune of 623.52 MWh, to expect a discharge of 530 MWh as per the desired schedule.

ii. Minimum Energy scheduled for discharge in a given cycle during a year shall be more than or equal to the Min. Dispatchable Energy Capacity at the End of Year as specified in Clause 6.7.1 (f) iv below.

For example, during the 3rd Year after COD, the Minimum energy scheduled for discharge from 265 MW/530 MWh capacity shall be more than or equal to 265 x0.95x2 = 503.5 MWh.

iii. UHBVNL shall provide the charging energy factoring the RtE in RfS.

c) BESS should be designed to provide a minimum of 02 Hours of discharging capacity at rated power. The BESSD shall make the BESS available for Two (02) operational cycles per day, i.e. 02 Complete charge-discharge cycles per day subject to the Clause 4.4.1 of the BESPA. Provided that, Buying Entity may, at its discretion, utilize the BESS by splitting each discharge cycle in maximum two sessions at rated power with minimum continuous duration of one hour in one session, 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.

d) The total Project Capacity shall be for supply to and offtake by UHBVNL and there will be no merchant capacity. The BESSD shall adhere to the specifications and performance requirements laid out in Annexure-A of the RfS in this regard.

e) **Power rating** of a 530 MWh (265 MW x 2 hrs) BESS will be 265 MW, i.e., the maximum value of the active output and input power at the Delivery Point. Input power shall be provided by Buying Entity at delivery point for contract capacity as illustrated in 6.7.1 (b). The Energy rating of 530 MWh of the system will be the dispatchable capacity at SCD 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.

f) The BESSD shall make the BESS available for Two (02) operational cycles per day, i.e. Two (02) complete charge-discharge cycles per day. Following provisions shall be applicable on the entire Project Capacity:

i. The procurement shall be in power (MW) terms. The BESSD shall install, operate and maintain the BESS to offer facility to the Buying Entity 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 such shortfall and shall duly pay such damages to SJVN to enable SJVN to remit the amount to Buying Entity under BESSA. Amount of such liquidated damages shall be twice the Capacity Charges for the capacity not made available.

. Availability based Capacity charge: Irrespective of scheduling of energy by the procurer, the Procurer shall pay the capacity charge for the capacity made available by the BESSD. The BESSD will deliver the energy back after accounting for pre-specified conversion losses.

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 annual basis, **100% of the minimum Dispatchable capacity of the BESS** as required under Clause 6.7.1 (f) (iv) 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= $[Actual\ Injection/Drawl\ MUi\ (A)]/[Scheduled\ Injection/Drawl\ MUi\ (B)']$

where

a) **i** refers to the i^{th} time-block in the month where Scheduled Injection/Drawl MUi ≠ 0.

b) Actual Injection/Drawl MUi is the Energy Scheduled for Charging/Discharging in the I^{th} time-block, in MUs (A)

c) Scheduled Injection/Drawl MUi is the Energy Scheduled for Charging/Discharging in the i^{th} time-block, in MUs (B)

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 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).

iii. 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 levied @ 1.5 times of the APPC tariff of last financial year applicable to the Buying Entity, levied upon excess conversion losses considering system RtE = 85%;

b) For 70% ≤ RtE < 85%, there shall be a liquidated damage levied @ the APPC tariff of last financial year applicable to the Buying Entity, levied upon excess conversion losses considering system RtE = 85%.

System Roundtrip Efficiency (RtE) =

$[Sum\ Total\ of\ Actual\ Injection/Discharging\ MUsj\ in\ a\ month\ (C)]$/ $[Sum\ Total\ of\ Actual\ Drawal/Charging\ MUsj\ in\ a\ month\ (D)]$

Where,

j refers to the jth month in a year;

D ≠ 0;
D <= 1 x Ebess x (MDn-1 – (MDn-1 – MDn) x j/12)/ RtEg;
Ebess refers to Energy Rating in Clause 6.7.1.(e) above;

MDn-1 refers to minimum guaranteed dispatchable energy at the end of the previous year (as a % of Capacity at the COD specified in Clause 6.7.1.(f) (iv) below);

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

RtEg 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 specified in Clause 6.7.1.(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 DISCOM, Arrangement of power for auxiliary consumption is under scope of the BESSD. The Auxiliary Consumption is chargeable to BESSD.

All Expenses towards availing the connection, including but not limited to Line Extension / Panel or RMU erection, for Auxiliary Power shall be at expense of the BESSD.

The BESSD shall declare RtE on Day Ahead basis along with Declared Capacity.

iv. 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:

Contract Year	Min. Dispatchable Capacity at the end of Contract Year (as a % of Capacity at the Beginning of Life/COD)
1	97.5%
2	95%
3	92.5%
4	90.0%
5	87.5%
6	85.0%
7	82.5%
8	80.0%
9	77.5%
10	75.0%
11	72.5%
12	70.0%

v. 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.

vi. The Buying Entity shall, in accordance with Applicable Laws and Regulations thereunder, issue instructions to the BESSD through SJVN 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 will be **one hour**. There shall be no cooling or recovery time between two sessions during charging or discharging operation.

vii. **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 Buying Entity. It is clarified that discharge of BESS shall take place subject to availability of real time margin at the HPGCL Substation.

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 their own cost, if and when required, up to the term of the Contract to meet the performance criteria stipulated above. Outage time as a result of replacement will also be counted as an "Accountable BESS Outage" for the purpose of computing BESS Availability.

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

xi. UHBVNL shall offtake 100 % of energy discharged from the BESS except grid unavailability or a Force Majeure event. UHBVNL shall remain liable to pay 100 % of the applicable tariff, and the BESS Developer (BESSD) shall be permitted to sell the unutilized power to a third party. In such cases, any gain (i.e. the difference between the third party sale price and the BESPA tariff) shall first be adjusted against the penalty payable by UHBVNL for the reduced offtake. Any balance gain shall be shared equally between UHBVNL and the BESSD (50:50).

6.7.2 Shortfall in meeting Performance Criteria

Following provisions shall be applicable on the Contracted Capacity:

i. **Shortfall in demonstrating minimum Availability**: Subsequent to COD of full Project Capacity or the capacity finally accepted by SJVN, 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 to SJVN to enable SJVN to remit the amount to Buying Entity(ies).

Liquidated damages on account of shortfall in meeting the minimum Availability criteria as per Clause 6.7.1.f.(i)., will be computed as follows:

Liquidated damages = (A – B) x C x D x 2

where,

A is Guaranteed Monthly Availability as per Clause 6.7.1.f.(i). above;

B is Actual Monthly System Availability, as calculated as per Clause 6.7.1.f.(ii). above;

C is BESS Power Capacity;

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

In case the BESSD fails to meet the monthly RtE demonstration as per Clause 6.7.1.f.(iii) 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 6.7.1.f.(ii) of the RfS will not include the planned outage as declared by the BESSD under Clause 6.7.1.f (vii) of the RfS. However, in case the BESSD notifies any outage outside the planned outage hours, while the Buying Entity may not actually schedule any power injection/drawl during those outage hours, such hours will be covered in calculating the Annual Availability as per Clause 6.7.1.f.(ii).

For example, in case the BESSD notifies outage for 10 hours outside the total allocated quota of planned outage amounting to (34 x 6) hours, i.e. 204 hours, the denominator of the formula in Clause 6.7.1.f (ii) 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 SJVN, affecting the availability of the system. An illustration to this effect is enclosed at Annexure-D of the RfS.

ii. **Shortfall in demonstrating minimum Round-trip-Efficiency:** The provisions as per Clause 6.7.1.f.iii of the RfS shall be applicable in this case.

Remarks: The performance criteria as per Clause 6.7.1 above shall not be applicable for the Contract Year ending on 31st March immediately after CoD of the contracted capacity.

iii. The reference to the liquidated damages for shortfall to enable SJVN to remit the amount to buying utility(ies) and the amount being equal to the damages payable by the buying utility(ies) for not meeting RPO is only a measure of damage. It shall not be construed that the damage is payable by BESSD only if the buying utility(ies) are required to pay damage for such not meeting of RPO or that the buying utility(ies) or the BESSD shall be required to prove or establish such payment of damage for not meeting the RPO.

iv. BESSD shall agree that the methodology specified herein above for calculation of liquidated damages payable by the BESSD for shortfall in capacity offered is a genuine and accurate pre- estimation of the actual loss that will be suffered by SJVN. BESSD shall further acknowledge 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 the SJVN in each case specified under the BESPA.

v. However, this damage shall not be applicable in events of Force Majeure identified under the BESPA with SJVN, affecting supply of storage capacity by the BESSD.

6.8 COMMISSIONING OF PROJECT

The commissioning of the Project shall be carried out by the BESSD in line with the procedure as per the BESPA. The BESSD shall commission the Project in line with provisions of the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023, as amended from time to time. In line with this regulation, the BESSD proposing the Project, or its part, for commissioning, shall give to SJVN and the Buying Entity, a preliminary notice not later than 90 days prior and advance notice not later than 30 days prior to the proposed commissioning date. SJVN may authorize any individual or committee or organization to witness and validate the commissioning procedure on site. Commissioning certificates shall be issued by SJVN after successful commissioning. The BESSD shall obtain necessary safety clearances from the Central Electricity Authority/CEIG/CTU prior to commissioning of the Project

6.8.1 Part-Commissioning:

Part-commissioning of the Project, without imposition of any liquidated damages in terms of the BESPA, shall be accepted by SJVN subject to the condition that the minimum part commissioning capacity for the 1st part will be 50% of MWh capacity of the project or **250 MWh** whichever is lower, without prejudice to the imposition of penalty, in terms of the BESPA on the part which is not commissioned. The total number of instalments in which a Project can be commissioned will be not more than 2, i.e., 1st initial instalment and 2nd instalment.

However, the SCD will not get altered due to part commissioning. Irrespective of dates of part commissioning or full commissioning, the BESPA will remain in force for a period as per Clause 6.11.1 of the RfS.

In case of part-commissioning, payments as per the BESPA may be made on pro-rata basis, proportionate to the capacity commissioned. The procurement of part commissioned capacity shall be done by UHBVN/Buying Entity at the BESPA tariff plus SJVN's facilitation charges in the form of trading margin.

6.8.2 Commissioning Schedule and Liquidated Damages not amounting to Penalty for Delay in Commissioning

i) The Scheduled Commissioning Date (SCD) for commissioning of the full Project capacity shall be the date as on 15 months from the Effective Date of BESPA.

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

iii) In case of delay in commissioning of the Project beyond the SCD until the date as per Clause 6.8.2.ii above, as part of liquidated damages, the total PBG/POI amount for the Project shall be encashed on per-day-basis and proportionate to the balance capacity not commissioned. For illustration, in case of Project Capacity of 265 MW capacity, if commissioning of 30 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be calculated as: PBG amount X (30/265) X (18/180). For the purpose of calculations of liquidated damages, ‘month’ shall be considered consisting of 30 days.

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

v) In case the Developer chooses to make necessary payments in lieu of the liquidated damages, the said payment shall be credited to SJVN’s account through NEFT payment, no later than 5 business days from the above intimation by the BESSD. In case of nonpayment by the developer within the above deadline, the PBG will be encashed by SJVN on the next business day.

vi) In case Commissioning of the Project is delayed beyond the date as per Clause 6.8.2.ii above, the BESPA capacity shall stand reduced/amended to the Project Capacity commissioned until the deadline as per Clause 6.8.2.ii. above, the entire PBG/POI will be encashed by SJVN, and the BESPA for the Project shall stand terminated for the balance un-commissioned capacity.

vii) 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 6.8.2.vi above, will have no bearing on the obligation of the BESSD to provide the Contracted Capacity as per the BESPA.

6.8.3 Delay in Commissioning on Account of Delay in readiness of STU evacuation infrastructure/Start Date of Connectivity

6.8.3.1 Subsequent to grant of connectivity, in case there is a delaying Start Date of Connectivity by the STU and/or there is a delay in readiness of the STU substation at the Delivery Point beyond SCD of the Project, including readiness of the power evacuation and transmission infrastructure of the STU network until SCD of the

Project, or delay in Start Date of Connectivity, and it is established that:

i. The BESSD has complied with the complete application formalities as per Clause 6.6 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/readiness by 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 Project shall be revised as the date as on 30 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or Start Date of Connectivity. Decision on requisite extension on account of the above factor shall be taken by SJVN.

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

6.8.3.3 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 Buying Entity, such damages/penalty shall be passed on to and payable by the BESSD.

6.8.4 Early Commissioning of Project

i) 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 SJVN shall purchase the capacity from such early commissioned Project at the BESPA charges (for the Contracted Capacity), only in case UHBVNL/the Buying Entity agrees to purchase the capacity at an earlier date at the BESPA tariff plus SJVN's facilitation charges in the form of trading margin.

ii) In case SJVN does not agree to early purchase the capacity, early part/full commissioning of the Project shall still be allowed and the BESSD will be free to utilize such capacity to for market or sale of capacity to a third party until SCD or the date of commencement of procurement of BESS capacity as notified by SJVN, whichever is earlier. However, early part/full commissioning of the Project and subsequent capacity procurement from the same shall be subject to the approval of SJVN. In cases of early part or full commissioning of Project, the BESSD shall give fifteen (15) days advance notice to both UHBVN, the Buying Entity and SJVN regarding the advance commissioning of full or part capacity. Such intimation regarding consent to procure

BESS capacity from early commissioning shall be provided by SJVN within 15 days of receipt of the request being made by the BESSD, beyond which it would be considered as deemed refusal.

6.9 Viability Gap Funding Mechanism

6.9.1 Viability Gap Funding (VGF) Schemes: The Projects selected under this RfS shall be eligible for grant of Viability Grant Funding (VGF) and will be disbursed through UHBVNL or its authorized agency, as per provisions contained under the following Schemes:

i) **Project-1: 250 MW/500 MWh**: Viability Gap Funding (VGF) shall be provided under **VGF Scheme supported through PSDF.** The VGF support has been earmarked for a cumulative BESS capacity of 500 MWh (allocated capacity to the state of Haryana). VGF amount eligible for each Developer shall be limited to Rs. 18,00,000/-/MWh (Rupees Eighteen Lakhs per MWh) for the 500 MWh BESS capacity. The VGF shall be a non-recurring expenditure and shall be fully funded from Power System Development Fund (PSDF).

The disbursement of VGF will be carried out in 3 tranches, as follows:

Milestone	% VGF disbursed
On Financial Closure as per the BESPA, subject to submission of Bank Guarantee to UHBVNL or its authorized agency	20
Upon achieving commercial Operation Date (COD) of the Project	50
Upon completion of 1st Year after COD of the Project	30
Total VGF amount	100

ii) **Project-2: 25 MW/30 MWh:** Viability Gap Funding (VGF) shall be provided under **State Component of Scheme for VGF.** The VGF support has been earmarked for a cumulative BESS capacity of 30 MWh (allocated capacity to the state of Haryana). VGF amount eligible for each Developer shall be limited to Rs. 18,00,000/-/MWh (Rupees Eighteen Lakhs per MWh) or 30 % of the Capital Cost for the 30 MWh BESS capacity. The VGF shall be a non-recurring expenditure and shall be fully funded and shall be fully funded by Central Grant under State Component of Scheme for VGF.

The disbursement of VGF will be carried out in 05 tranches, as follows:

Milestone	% VGF disbursed
On Financial Closure as per the BESPA, subject to submission of Bank Guarantee to UHBVNL or its authorized agency and possession of 90 % of the total land required for the project by the developer	10
Upon achieving commercial Operation Date (COD) of the Project	45
Upon completion of 1st Year after COD of the Project	15
Upon completion of 2nd Year after COD of the Project	15
Upon completion of 3rd Year after COD of the Project	15
Total VGF amount	100

6.9.2. BESS Developer shall submit certificate for the capital cost incurred for the Project awarded capacity, duly certified by the Statutory Auditors, within six months from the COD.

6.9.3 VGF will be sanctioned based on the Project Capacity as defined in the BESPA.

6.9.4 In compliance of the MoP, GoI OM No-No.48-1512112025 - NRE, Government of India Ministry of Power dt 24/12/2025, the first tranche of VGF shall be released after submission of an Undertaking by the BESSD as per Format 7.15 of RfS Document. Further, the second tranche of VGF shall be released after submission of documentary evidence of minimum local content of 20% of the total project cost in BESS as per the above OM No-No.48-1512112025 - NRE, Government of India Ministry of Power dt 24/12/2025.

6.9.5 The VGF for each project shall be disbursed to the BESSD, once UHBVN/ CEA/authorized agency certifies the achievement of the disbursement schedule milestone and submission of the required Bank Guarantee by BESSD. UHBVNL/its authorized agency shall disburse the tranche wise VGF to BESSD only after receipt of the same from the Govt. of India and Submission of BG by BESSD as per Clause 6.9.6 below:

6.9.6 **Bank Guarantee/ISB:**

i) Each tranche of VGF will be disbursed only after submission of Bank Guarantees (BG)/ Insurance Surety Bond (ISB) for the amount equal to the VGF amount to be disbursed to the BESSD in that tranche and these BGs/ Insurance Surety Bond (ISB) are in addition to the Performance Bank Guarantee provided by the developer as per clause 6.10 of this RfS. These BGs/ISBs shall be liable for encashment to recover the VGF amount in the event of non-fulfilment of scheme conditions specified in the RfS and BESPA documents.

ii) **Release of Bank Guarantee/ISB**:

Project-1: **250 MW/500 MWh**: The BGs/ISBs for the VGF sanctioned up to COD will be retained by the UHBVNL/Its Authorized Agency for a period of 1 year starting from the COD and will be returned after the end of 1 year from COD, taking into account recovery of VGF, if any.

No BG is required against the disbursement of the last tranche of VGF post completion of one year of operation, after taking into account recovery of VGF, if any.

Project-2: **15 MW/30 MWh:** The BGs/ISBs for the VGF sanctioned up to COD will be retained by the UHBVNL/Its Authorized Agency for a period of 03 year starting from the COD and will be returned after the end of 03 years from COD, taking into account recovery of VGF, if any.

No BG is required against the disbursement of the last tranche of VGF post completion of 03 years of operation, after taking into account recovery of VGF, if any.

6.9.7 If the BESSD fails to commission the project in the timeline provided in this BESPA, and project got terminated after disbursement of the quantum of VGF, UHBVNL/its authorized agency will have full right to recover the total amount of VGF being disbursed till the date of termination of BESPA plus interest @ SBI-MCLR (1 Year) plus five percent, as existing on the date of disbursement, accrued from the date of disbursement on the disbursed amount. In case Project capacity is being reduced as per Article 4.6.1(b) of this BESPA, recovery of VGF amount shall be made on pro-rata basis corresponding to the capacity being terminated.

6.9.8 UHBVNL/its authorized will have the right to recover the VGF disbursed through encashment of BG, if the BESPA gets terminated within the first year after COD of the Project, on account of reason(s) solely attributable to the BESSD. Irrespective of the time of termination within the first year after COD, the VGF amount to be recovered will be fixed as the amount disbursed until COD plus interest @ SBI-MCLR (1 Year) plus 5 percent, as existing on the date of disbursement, accrued from the date of disbursement on the disbursed amount.

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

6.9.10 BESS Project 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).

6.9.11 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.

6.10 PERFORMANCE GUARANTEE:

6.10.1 Bidders selected by SJVN based on this RfS shall submit Performance Guarantee for a value @ **INR 6,00,000/MWh (Rupees Six Lakhs only/MWh)** corresponding to the Contracted Capacity for which PPA is being signed, prior to signing of BESPA. It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 7.3C with a validity period up to (& including) the date as on 9 months after the SCSD. On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form, the BG submitted towards EMD shall be returned by SJVN to the successful Bidder. If any extension of the Scheduled Commencement of Supply Date (SCSD) is granted to the project, the PBG shall also be extended in such a way that it remains valid for 09(Nine) months beyond the extended the Scheduled Commencement of Supply Date (SCSD). PBG shall be submitted for each project separately It may be noted that BESPA will be signed only upon successful verification of the PBG submitted by the BESSD.

Electronic Bank Guarantee (e-BG) is also acceptable against PBG under this RfS

6.10.2 The PBG is required to be submitted in the name of the entity signing the BESPA. 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 at an earlier date, if the bidder chooses to do so, and the same shall be replaced by the PBG issued in the name of the SPV, prior to signing of BESPA.

6.10.3 The BESSD shall furnish the PBG from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI). In case of the Project being implemented through a SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in Clause 4.4.1(ii) of the RfS.

6.10.4 The format of the Bank Guarantees prescribed in the Format 7.3 A (EMD)/ 7.3 C (PBG) shallbe strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding PPA shall not be signed.

6.10.5 SJVN 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 SJVN in terms of the guarantee as in the case of appropriation of the cash deposit lying with SJVN.

6.10.6 The selected Bidder for the Project selected based on this RfS is required to sign PPA with SJVN within the timeline as stipulated in Clause 6.11 of the RfS. In case, SJVN offers to execute the BESPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 6.11 (Battery Energy Storage Purchase Agreement (BESPA)) of the RfS, or does not meet eligibility criteria upon submission of documents, 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 SJVN from the Bank Guarantee available with SJVN (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.

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

6.10.8 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/BESSDs. Any Bank Guarantee or amendment if any, 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 (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to the following branch;.

i	Bank Name	State Bank of India, CAG Branch
ii	Branch	CAG Branch
iii	Bank Address	5th Floor, Parswanath Capital Tower, Bhai Veer Singh Marg, Gol Market, New Delhi-110001,
iv	IFSC Code	IFSC code: SBIN0017313

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

6.10.10 After the bidding process is over, SJVN shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 15 days after the completion of e-Reverse Auction. The PBG of BESSDs shall be returned to them, within 45 days after successful commissioning of the projects as per Terms of BESPA, after taking into account any liquidated damages due to delays in commissioning of the projects as per Clause 6.8.2 and 6.8.3.1 of the RfS.

6.10.11 **Payment on Order Instrument (POI):**

As an alternative to submission of PBG as above, the BESSD also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the PBG would be liable to be encashed by SJVN 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 6.10.1 above, for the amount and validity period as per those Clause 6.10.1 above.

In case the BESSD chooses to submit POI, delay in submission of the POI beyond the timeline stipulated at Clause 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)"

6.10.12 **Insurance Surety Bond**: As another alternative to submission of PBG 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 PBG would be liable to be encased by SJVN within the provisions of RfS/PPA. This instrument would be furnished as per Format 7.3F of the RfS, for the amount and validity period as per Clause 6.9.1 above.

6.10.13 Procurer may release the Bank Guarantees submitted by BESSD as 'Performance Bank Guarantee (PBG)' of any project, if the BESSD is able to replace the same with "Payment on Order instrument" / Letter(s) of Undertaking / Insurance Surety Bond, to pay in case situation of default of the BESSD in terms of BESPA arises. BESSD can seek such Letters(s) by offering due security to the notified agencies for seeking replacement of their Bank Guarantees already pledged with the Procurer.

6.11 SUCCESS CHARGES & PAYMENT SECURITY MECHANISM (PSM) CHARGES:

6.11.1 **Success Charges**:

The Selected Bidder shall have to pay INR 1.00 Lakh/ MWh + 18% GST, corresponding to the Contracted Capacity awarded, to SJVN towards administrative overheads, coordination with State Authorities and others, DISCOM/STU, pre- commissioning and commissioning expense. The payment has to be made by the BESSD in the form of

DD/ Pay Order/ NEFT/ RTGS within 30 days of issuance of LoA or the date at least 07 days prior to the date of signing of BESPA (BESPA signing date to be intimated by SJVN), whichever is later. Any delay in depositing the said amount to SJVN as mentioned above within the stipulated time shall attract late payment charges @18% per annum+18% GST, levied on per day basis, on the total Success Charges, till (and including) the date of payment of Success Charges, which shall not be later than the date of signing of BESPA. BESPA shall only be signed after deposit of the Success Charges to SJVN. In case of delay in making full payment of above delay charges, the amount paid, if any until the above deadline, along with interest, shall be first reduced from the total amount due towards the delay charges and interest amount (i.e. rate of interest as stated above). Further, balance amount to be paid shall attract Interest rate @ one-year SBI MCLR rate /annum on pro-rata basis.

6.11.2 **Payment Security Fund (PSF):**

Prior to declaration of commissioning of first part capacity of the Project, the BESSD shall furnish a Payment Security Deposit (PSD) @Rs. 5,00,000 / MWh (Rupees Five Lakh / MWh), to SJVN through DD/NEFT/RTGS. However, the PSF shall be required to be submitted for the energy storage corresponding to the Contracted Capacity only. Thus, for a 250 MW/500 MWh Project, the payable Payment Security Deposit amount shall be Rs. 5,00,000/MWh x 500 MWh, i.e. Rs. 25,00,00,000/-. This fund shall form part of the Payment Security Fund maintained by SJVN for the Project. Modalities of operationalization of the Payment Security Deposit will be notified by SJVN at appropriate stage, through necessary guidelines/orders. The above amount shall be credited to SJVN pro-rata to the part capacity being commissioned at that stage.

6.12 BATERRY ENERGY STORAGE PURCHASE AGREEMENT (BESPA):

6.12.1 SJVN 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 SJVN and the selected BESSD is available on ISN-ETS Portal and also on SJVN's website. **The BESPA shall be signed within 10 days of the signing of Battery Energy Storage Sale Agreement (BESSA) or as intimated by SJVN, whichever is earlier.** BESPA will be executed between SJVN and selected bidder or its SPV separately for the project. The BESPA(s) will be signed after signing of BESSA(s) for the respective Project(s)

6.12.2 The selected BESSD shall also submit a detailed Schedule for the Project execution prior to the signing of BESPA. Broad details to be captured in the Schedule are the land procurement, grid connectivity; order, supply and erection status of various Project components; financial arrangement/ tie up etc. The BESSD shall also submit the progress report to SJVN in a form acceptable to SJVN and shall contain percentage completion achieved compared with the planned percentage completion for each activity, and any such other information as required by SJVN.

Delay 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. The BESPA(s) will be signed after signing of BESSA(s) for the respective Project(s).

6.12.3 The BESPAs shall be valid for a period of 12 years from the SCD or the date of commencement of supply of full Project Capacity,whichever is later. Any extension of the BESPA period beyond 12 years shall be through mutual agreement between the BESSD, Buying Entity and SJVN.

6.12.4 The Performance Guarantee as per Clause 6.10 above and Success Charges as per Clause 6.10 above, shall be submitted by the BESSD prior to signing of BESPA. Before signing of BESPA between SJVN and the BESSDs, SJVN 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.

6.12.5 Successful bidders will have to submit the required documents to SJVN within 15 days from the date of issue of LoA or as intimated by SJVN, whichever is earlier. In case of delay in submission of documents beyond the period as mentioned above, SJVN shall not be liable for delay in verification of documents and subsequent delay in signing of BESPA. Effective Date of the BESPA shall be the date of signing of BESPA. In case SJVN intimates to the Successful Bidder, a particular date as the date for signing of BESPA and the BESPA signing gets delayed on account of reasons attributable to the BESSD, the date as specified by SJVN shall become the Effective Date of the BESPA, irrespective of the date of signing of BESPA.

6.12.6 Back-to-back Battery Energy Storage Sale Agreements (BESSAs) in respect of all rights and obligation under the between the BESSD and SJVN, will be executed by SJVN with the Buying Entity for sale of power to Buying Entity, with the buying entity assuming all the obligations of SJVN under the BESPA. SJVN’s obligation to BESSD under the BESPA shall also be on the back- to-back basis as provided in the BESPA and the corresponding BESSA. Various provisions provided in the SJVN- BESSD BESPA shall mutatis mutandi apply to BESSSA between SJVN and Buying Entity, however, BESSA assigned with Buying Entities could be in elaborated form or in short form as per consultation done with Buying Entities. Power procured from the Project awarded under this RfS shall be allocated on back-to-back basis to the Buying Entities at the discretion of SJVN, in consultation with Buying Entities.

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

6.12.8 The BESSDs are free to operate their projects after expiry of the 12 years of BESPA period if other conditions such as land lease etc., permit. However, any extension of the BESPA period beyond 12 years shall be through mutual agreements between the BESSD, SJVN and the Buying Entities, as the case may be, as approved by the Appropriate Commission, provided that the arrangements with the land and infrastructure owning agencies, the relevant transmission utilities and system operators permit operation of the Project beyond the initial period of 12 years.

6.12.9 **Applicable Tariff:** "Applicable Tariff" means the final quoted single tariff in INR/MW/Month, which shall be quoted for 12 years of term of the of BESPA. The tariff shall be quoted at the delivery point. The tariff shall be quoted specifically as per the instructions laid out in the RfS.

6.13 FINANCIAL CLOSURE OR PROJECT FINANCING ARRANGEMENTS:

6.13.1 The Projects shall achieve Financial Closure within 06 months from the Date of Signing of the Battery Energy Storage Purchase Agreement (BESPA).

6.13.2 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.

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

6.13.4 In case of default in achieving above condition as may be applicable within the stipulated time, SJVN 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 BESPA. 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 Scheduled Commissioning Date of the Project. Subsequent to the completion of deadline for achieving financial closure, SJVN 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-SJVN shall encash the PBG/POI of the corresponding BESSDs and terminate the BESPA 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 SJVN. 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 Scheduled Commissioning Date, on pro-rata basis, based on the project capacity commissioned as on Scheduled Commissioned Date.

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

6.14 **LAND ARRANGEMENTS FOR THE PROJECT**:

6.14.1 Land identification and possession shall be in line with Clause 6.5 of the RfS.

6.14.2 The BESSD shall submit documents/Lease Agreements to establish right to use 100% (hundred per cent) of the required land in the name of the BESSD for a period not less than the complete term of the BESPA, on or before the SCD.

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

6.14.4 With respect to demonstration of land possession by the BESSD, commissioning of the Project will not be allowed until the demonstration of land possession by the BESSD in terms of this Clause and **Clause 6.8 of the RfS**. However, in case of delays in demonstrating land possession by the BESSD on account of Government delay (including but not limited to delay in land use pattern change, and/or relaxation under respective State land ceiling Act, and/or land lease permission from State Government/Authorities) or delay caused due to a Force Majeure as per PPA, SCD shall be suitably extended.

6.15 COMMERCIAL OPERATION DATE (COD)

6.15.1 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. SLDC & STU permission shall be obtained for charging for testing and for declaring CoD.

The BESSD shall obtain necessary charging and safety clearances from the CEIG/CEA prior to commissioning of the Project. The 12-year tenure of BESPA shall be as per the provisions of BESPA. Any capacity being offered to the grid before COD shall not be at the cost of SJVN under this scheme. The first right of refusal shall be with UHBVN. SJVN may agree to buy this capacity as a trader if they find it viable outside this RfS. 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. SLDC & STU permission is to be obtained for charging for testing and for declaring COD.

6.15.2 Prior to CoD under the BESPA, the BESSD shall be required to demonstrate installation and COD of rated capacities of BESS on pro-rata basis, pertaining to the Contracted Capacity (part/full) being proposed to commence supply of storage capacity.

6.15.3 The BESSD shall submit requisite documents as mentioned below, at least 30 days prior to part/full commissioning of the Project, including but not limited to the following:

i) Intimation regarding the timeline for CoD of the Project.
ii) Installation report duly signed by the authorized signatory as per Annexure-C of the RfS. The BESSD is advised to take due care in furnishing such Installation Report.
iii) CEI/CEIG (as applicable) report containing approval for all the components, including modules, inverters, transformers and protection system, along with all annexures/attachments. It would be the responsibility of the BESSD to obtain the certificate.
iv) Approval of Metering arrangement/scheme from STU/CTU/GRID INDIA/ any other concerned authority as applicable
v) Plant Layout, Plant (AC & DC) SLD.
vi) Documents pertaining connectivity of the Project to InSTS substation
vii) Affidavit certifying that the BESSD has obtained for all the necessary approvals for commencement of power supply from the Project, and indemnifying SJVN against any discrepancies in the above details.
viii) Affidavit from the BESSD certifying possession of land identified for the Project, bearing the details of such land parcels where Project is located, and indemnifying SJVN against any discrepancies in the above details.
ix) Documents to establish the compliance of technical requirement as per BESPA/RfS
x) Invoices against purchase of the solar modules, Inverters/PCUs, WMS, SCADA and DC cables along with the summary sheet containing the list of all the invoices, inverters including details and number of items. Lorry Receipts for delivery of solar modules and inverters at site along with certified summary sheet by the authorized signatory
xi) Any other document as deemed necessary by SJVN for the purpose of commissioning.

6.16 MINIMUM PAID UP SHARE CAPITAL TO BE HELD BY PROJECT PROMOTER

6.16.1 The Bidder shall provide complete information in their bid in reference to this RfS about its promoters and upon issuance of LoA, the BESSD shall provide information about its promoters and their shareholding in the Company before signing of PPA with SJVN.

6.16.2 No change in the controlling shareholding of the Bidding Company or Bidding Consortium shall be permitted from the date of submission of response to RfS till the execution of thePPA.

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

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

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

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

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

v. Transfer of shares to IEPF

vi. Issue of Bonus Shares

6.16.3 **In case of the Successful Bidder itself executing the BESPA** it shall ensure that its promotors shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors) of the bidding company/ consortium till the CoD, except with the prior approval of SJVN.

6.16.4 **In case of Project being executed through SPVs**: 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 the CoD, except with the prior approval of SJVN. 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 the CoD except with the prior approval of SJVN. Further, the successful bidder shall ensure that its promoters shall not cede control of the bidding company till the CoD, except with the prior approval of SJVN.

6.16.5 **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 for a period till CoD.

6.16.6 Any change in the shareholding after the CoD can be undertaken under intimation to SJVN.

6.16.7 In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh PPA with a new entity, an amount of INR 10,00,000 (Indian Rupees Ten Lakh) +applicable taxes per transaction as Facilitation Fee (non-refundable) shall be deposited by the developer to SJVN.

---**END OF SECTION**-------------------------------

SECTION VII:

FORMS & FORMATS FOR BID SUBMISSION

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.#:
E-mail #

To,
SJVN Limited
6^{th} Floor, Tower-1, NBCC Office Complex,
East Kidwai Nagar, New Delhi - 110 023

Subject: 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 supply of contracted capacity for the Term of the BESPA to SJVN, 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 is 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 500 MWh, including this response to RfS. We are submitting application for the development of following Project(s): -

Sr. No.	BESS capacity in MW/ MWh	Name of the Substation	Location (Latitude,Longitude)	Connectivity voltage
1	265 MW/530 MWh comprising the following: Project-1: 250 MW/500 MWh Project-2: 15 MW/30 MWh	220 kV Substation of Haryana Power Generation Corporation Limited (HPGCL) at Panipat Thermal Power Station	29.396265,76.862632 29.396359,76.857447 29.393541,76.859315 29.393529,76.861961 29.394128,76.862495	220 kV

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 SJVN. In token of our acceptance to the RfS, BESPA and BESSA documents along with the amendments and clarifications issued by SJVN, the same have been digitally signed by us and enclosedwith the response to RfS. We shall ensure that the BESPA is executed asper the provisions ofthe RfS and provisions of BESPA and shall be binding on us. Further, we confirm that the supply of full contracted capacity shall commence within the deadline as per Clause 6.8.2 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)/Bid Security Declaration:- (*Please read Clause 3.10 carefully before filling*)**

   We have enclosed Bid Security Declaration (Only for MSE Bidders)/ EMD of INR …………. (Insert Amount), in the form of Bank Guarantee …………. [Insert bank guarantee] dated [Insert date of bank guarantee/] as per Format 7.3A/7.3B / 7.3E from.[Insert name of bank providing bank guarantee issuing agency] and valid up to in terms of Clause No. 3.10 of this RfS.
   The total capacity 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 of the requisite value(s) towards PBG, Success charge for the selected Projects, within due time as mentioned in Clause Nos. 6.9 & 6.10 of this RfS on issue of LoA by SJVN for the selected Projects and/ or we are not able to sign BESPA with SJVN within the timeline as stipulated in the RfS for the selected Projects, SJVN shall have the right to encash the EMD submitted by us and return the balance amount(if any) for the value of EMD pertaining to unsuccessful capacity or take appropriate action

as per provision of Bid Security Declaration.

4. We have submitted our response to RfS strictly as per Section VII (Forms and Formatsfor bid submission) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
5. We hereby declare that during the selection process, in the event our bid happens to be the last bid in the list of successful bids and SJVN offers a partial capacity due to overall bid capacity limit, we shall accept such offered capacity.
6. **Acceptance: -** We hereby unconditionally and irrevocably agree and accept that the decision made by SJVN 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 all claims in respect of this process.

   We also unconditionally and irrevocably agree and accept that the decision made by SJVN 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.
7. **Familiarity with Relevant Indian Laws & Regulations: -** We confirm that we have studied the provisions of the relevant Indian Laws and Regulations as required to enable us to submit this response to RfS and execute the BESPA, in the event of our selection as Successful Bidder.
8. 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 SJVN, committing total equity infusion in the SPV as per the provisions of RfS.
9. We are submitting our response to the RfS with formats duly signed as desired by youin the RfS online for your consideration.
10. 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 SJVN.
11. 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.
12. We confirm that all the terms and conditions of our Bid are valid up to…….. (*Insert date in dd/mm/yyy*y) for acceptance [i.e. a period of 12 months from the last date of submission of response to RfS].
13. Contact Person:
    Details of the representative to be contacted by SJVN are furnished as under:

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

14. 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 consequentprovisions 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 favour 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-II, 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 "**"Selection of BESS Developer for setting up of 265 MW/530 MWh Standalone Battery Energy Storage Systems (BESS) in the state of Haryana under Viability Gap Funding (VGF) Schemes under Tariff-Based Competitive Bidding"..**" of the cumulative capacity ……… MW/MWh [*Insert cumulative Bid capacity/ Contracted Capacity proposed*] for supply of storage capacity there from on long term basis, in response to the RfS No…………..dated issued by SJVN Limited (hereinafter referred to as SJVN) and SJVN considering such response to the RfS of [*Insert the name of the Bidder*] as per the terms of the RfS, the …………….. [*Insert name & addressof bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to SJVN at [*Insert Name of the Place from the address of SJVN*] forthwith without demur on demand in writing from SJVN or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees ……….……. [I*nsert amount notless than that derived on the basis* of **INR 2,40,000 per MWh** *of Bid capacity / Contracted Capacity proposed*], on behalf of M/s ……………………….. [*Insert name of theBidder*].

This guarantee shall be valid and binding on this Bank up to and including …………….. [*insert date of validity in accordance with Clause No. 3.10 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. 3.10 of this RfS*]. SJVN shall be entitled to invoke this Guarantee till…………[*insert date of validity inaccordance with Clause No. 3.10 of this RfS*].

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

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 SJVN to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SJVN 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 SJVN 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 orany demand on the Bidder or to give any notice to the Bidder or to enforce any security held by SJVN 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 issuancemessage is transmitted by the issuing Bank through SFMS to State Bank of India, CAG Branch, 5th Floor, Parswanath Capital Tower, Bhai Veer Singh Marg, Gol Market, New Delhi-110001 IFSC code: SBIN0017313, Client Name: SJVN Ltd.

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. 3.10 of this RfS*].

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SJVN 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 OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BYIREDA/REC/PFC (IN LIEU OF BG AGAINST EMD)

No. …………….. …………….. Date: ……………..

Registered

To,
SJVN Limited
6th Floor, Tower-1, NBCC Office Complex,
East Kidwai Nagar, New Delhi – 110023

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

Dear Sir,

1) It is to be noted that M/s .…………….. (*insert name of the POI issuing Agency*) **('IREDA/REC/PFC')** has sanctioned a non-fund based limit loan of Rs.………………….. (Rupees …………….. only) to M/s …………….. under the Loan Agreement executed on …………….. to execute Renewable Energy Projects.
2) At the request of M/s……………, on behalf of………. (*insert name of the Bidder*), this Payment on Order Instrument (POI) is issued 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 **""Selection of BESS Developer for setting up of 265 MW/530 MWh Standalone Battery Energy Storage Systems (BESS) in the state of Haryana under Viability Gap Funding (VGF) Schemes under Tariff-Based Competitive Bidding."** of the capacity of ………. MW/MWh [*Insert Bid capacity / Contracted Capacity proposed*] for supply of power there from on long term basis, in response to the RfS No. …………….. dated …………….. issued by SJVN Limited (hereinafter referred to as SJVN) and SJVN 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 SJVN at [In*sert Name of the Place from the address of SJVN*] forthwith without demur on demand in writing from SJVN 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 INR 2.40 Lacs per MWh of Bid capacity / Contracted Capacity proposed*], subject to a maximum of 20 crore 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 INR …………….. lakhs (in words ……………..) to SJVN 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 SJVN 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 ofa 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 SJVN;

(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 (SJVN and Bidding Party), subject to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc;

(e) This Payment on 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 SJVN made in any format within the validity period. IREDA/REC/PFC shall not require SJVN 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 SJVN shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/BESSD;

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

5) Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid up to and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs ……………. and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.

Thanking you

Yours faithfully For and on behalf of
M/s ……………………………..…….
(name of the POI issuing Agency)
Copy to:-
M/s……………………………..………………………….. …. As per their request

FORMAT 7.3 C

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 ofAppropriate Value*)

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

In consideration of the………………………… [Insert name of the Bidder] (hereinafter referred to as 'selected Battery Energy Storage Developer' or 'BESSD') submitting the response to RfS inter alia for ………………………… [Insert title of the RfS] of the capacity of …………… MW/MWh, at …………… [Insert name of the place], for supply of capacity there from on long term basis, in response to the RfS dated …………… issued by SJVN Limited (hereinafter referred to as SJVN) and SJVN considering such response to the RfS of………………..[Insert name of the Bidder] (which expression shall unless repugnantto the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Project of the Battery Energy Storage Developer and issuing Letter of Award No. …………………to………………………….(Insert Name of selected Battery Energy Storage 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 purchase of Storage Capacity [from selected BESS 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 SJVN at [*Insert Name of the Place from the address of the SJVN*] without demure forthwith on demand in writing from SJVN or any Officer authorized 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 selectedBESS 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 contractor 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 …………… SJVN shall be entitled to invoke this Guarantee till ……………

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ……………… [Insert name of the selected BESS Developer/ Project Company as applicable] and/ or any other person. The Guarantor Bank shall not require SJVN to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SJVN 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 SJVN shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected BESS Developer/ Project Company, to make any claim against or any demand on the selected BESS Developer/ Project Company or to give any notice to the selected BESS Developer/ Project Company or to enforce any security held by SJVN or to exercise, levy or enforce any distress, diligence or other process against the selected BESS Developer/ Project Company, diligence or other process against the selected BESS Power 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 State Bank of India, CAG Branch, 5th Floor, Parswanath Capital Tower, Bhai Veer Singh Marg, Gol Market, New Delhi-110001 IFSC code: SBIN0017313, Client Name: SJVN Ltd.

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR …………… (Indian Rupees …………… Only) and it shall remain in force until …………… (Provide for two additional months after the period of Guarantee for invoking the process of encashment). We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SJVN serves upon us a written claimor 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 ScheduledCommercial 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 D

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

No. …………….. ……………..   Date: ……………..
Registered

To,
SJVN Limited
6th Floor, Tower-1, NBCC Office Complex,
East Kidwai Nagar, New Delhi – 110023

Reg: M/s……………………….. (insert name of the BESPA signing entity) (Project No…….……. (insert project ID issued by SJVN) – Issuance of Payment on Order Instrument for an amountof 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 _____ to execute Renewable Energy Projects.
2. At the request of M/s …………, on behalf of ………….. (insert name of the SPV), this Payment on Order Instrument (POI) for an amount of Rs…………….. (Rupees………………(in words)). ThisPayment 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 Developer') submitting the response to RfS inter alia for selection of Contracted Capacity of _______ MW/MWh, at……………[Insert name of the place] under RfS for …………….. (insert name of the RfS), for supply of contracted capacity there from on long term basis, in response to the RfS dated……….. issued by SJVN Ltd (hereinafter referred to as SJVN) and SJVN considering such response to the RfS of …………….. [insert the name of the selected Battery Energy Storage Developer] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Battery Energy Storage Developer (BESSD) and issuing Letter of Award No……………….. to (Insert Name of selected BESS 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 purchase of Storage Capacity [from selected BESS 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 SJVN at [Insert Name of the Place from the address of the SJVN]forthwith on demand in writing from SJVN 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 BESS 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 SJVN 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 SJVN 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 ofa Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honoured irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against SJVN;
   (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 (SJVN 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 dateof validity;
   (f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by SJVN made in any format within the validity period. IREDA/REC/PFC shall not require SJVN 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 SJVN shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/BESSD;
   (h) Neither SJVN is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against SJVN in respect of the payment made under letter of undertaking.

   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 israised within the said date and to the maximum extent of Rs…… and IREDA/REC/PFCshall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.

Thanking you
Yours faithfully
For and on behalf of

M/s…………………….. (Name of the POI issuing agency)

Copy to:-
M/s………………
PP………………………

……………………. As per their request

FORMAT 7.3 (E)

FORMAT FOR INSURANCE SURETY BOND TOWARDS EARNEST MONEY DEPOSIT (EMD)

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

Reference: ………………………

Insurance Surety Bond No.: ....…

Date: ....

In consideration of the ……………. [Insert name of the Bidder] (hereinafter referred to as 'selected Battery Energy Storage Developer' or 'BESSD') submitting the response to RfS inter alia for……….. [Insert subject of the RfS] of the cumulative capacity of………. MW/MWh [Insert cumulative Bid capacity/ Contracted Capacity proposed] for supply of Storage Capacity there from on long term basis, in response to the RfS No. ………………… dated ……….. issued by SJVN Limited (hereinafter referred to as SJVN) and SJVN 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 Insurance Company registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)] hereby agrees unequivocally, irrevocably and unconditionally to pay to SJVN at…………. [Insert Name of the Place from the address of SJVN] forthwith without demur on demand in writing from SJVN 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 2.40 Lakhs per MWh of Bid capacity / Contracted Capacity proposed, on behalf of M/s ………………….[Insert name of the Bidder] within 07 working days from the date of receipt of written demand by SJVN.

This guarantee shall be valid and binding on [Insert name of Insurance Company] up to and including ………………… [insert date of validity in accordance with Clause No……………of this RfS] and shall not be terminable by notice or any change in the constitution of [Insert name of Insurance Company] 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…………… of this RfS]. SJVN shall be entitled to invoke this Guarantee till…….. [insert date of validity in accordance with Clause No. …………… of this RfS].

The Guarantor Insurance Company hereby agrees and acknowledges that the SJVN shall have a right to invoke this Insurance Surety Bond in part or in full, as it may deem fit.

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

The Guarantor Insurance Company 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 Insurance Company shall not require SJVN to justify the invocation of this Insurance Surety Bond, nor shall the Guarantor Insurance Company have any recourse against SJVN in respect of any payment made hereunder.

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

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

This Insurance Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Insurance Company.

This Insurance Surety Bond shall be a primary obligation of the Insurance Company and accordingly SJVN shall not be obliged before enforcing this Insurance Surety Bond 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 SJVN or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

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

We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only if SJVN serves upon us a written claim or demand.

Signature:…………………..

Name:……………………..

Power of Attorney No.: …..

For

[Insert Name and Address of the Insurance Company] …………………..

Contact Details of the Insurance Company:

E-mail ID of the Insurance Company:

Insurance Company's Stamp and Full Address.

Dated this ……………..day of………………. , 20……………….

FORMAT 7.3 F

FORMAT FOR INSURANCE SURETY BOND IN LIEU OF 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: ………………………………….……..

Insurance Surety Bond No.: ....…

Date: ....……..

To,
SJVN Limited,
6th Floor, NBCC office Block Tower-1,
East Kidwai Nagar, New Delhi - 110 023

In consideration of the…………………………[Insert name of the Bidder] (hereinafter referred to as 'selected Battery Energy Storage Developer' or 'BESSD') submitting the response to RfS inter alia for …………………………… [Insert title of the RfS] of the capacity of……………MW/MWh, at …………[Insert name of the place], for supply of power there from on long term basis, in response to the RfS dated………… issued by SJVN Limited (hereinafter referred to as SJVN) and SJVN considering such response to the RfS of………………..[Insert name of the Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Project of the BESSD and issuing Letter of Award No. …………………to………………………….(Insert Name of selected Battery Energy Storage 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 purchase of Power [from selected Battery Energy Storage 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 Insurance Company (the Insurer) registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)] here by agrees unequivocally, irrevocably and unconditionally to pay to SJVN at …………. [Insert Name of the Place from the address of the SJVN] forthwith without demure on demand in writing from SJVN or any Officer authorized 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 Developer /Project Company]

This guarantee shall be valid and binding on the Insurer up to and including………….and shall not be terminable by notice or any change in the constitution of the Insurer 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……………. SJVN shall be entitled to invoke this Guarantee till ……….

The Insurer hereby agrees and acknowledges that SJVN shall have a right to invoke this Insurance Surety Bond in part or in full, as it may deem fit.

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

The Insurer shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by……………… [Insert name of the selected Battery Energy Storage Developer / Project Company as applicable] and/ or any other person. The Insurer shall not require SJVN to justify the invocation of this Insurance Surety Bond, nor shall the Insurer have any recourse against SJVN in respect of any payment made hereunder.

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

The Insurer represents that this Insurance Surety Bond has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Insurer in the manner provided herein.

This Insurance Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Insurer.

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

The Insurer acknowledges that this Insurance Surety Bond is not personal to SJVN and may be assigned, in whole or in part, (whether absolutely or by way of security) by SJVN to any entity to whom SJVN is entitled to assign its rights and obligations under the PPA.

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

Signature: …………………

Name:

Power of Attorney No.:
For
……………………. [Insert Name and Address of the Insurer]
Contact Details of the Insurer:
E-mail ID of the Insurer:
Insurer's Stamp and Full Address. Dated this……..…day of ……..…, 20………....

Witness:

1.

…………………………………….

Signature

Name and Address

2.……………………………….
Signature
Name and Address

Notes:

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

SJVN shall be the Creditor, the PSPD shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

The Insurance Surety Bond shall be executed by an Insurance Company/Insurer registered under the Insurance Act, 1938, or as amended from time to time, and approved by the Insurance Regulatory and Development Authority of India (IRDAI). The Insurance Surety Bond shall be in accordance with the guidelines issued by the IRDAI.

FORMAT 7.4

FORMAT FOR BOARD RESOLUTIONS

The Board, after discussion, at the duly convened Meeting on [*Insert date*], with theconsent 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 SJVN Limited (SJVN), representing us in all matters before SJVN, and generally dealing with SJVN 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, 1956or 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 execute by the Consortium as per the provisions of the RfS. ***[To be passed by the Lead Member of theBidding Consortium]***

(d) Certified True Copy

……………………….

(e) (Signature, Name and Stamp of Company Secretary)
Notes:

1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Director.

2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.

3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 1956 or Companies Act, 2013 as applicable may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

FORMAT 7.5

FORMAT FOR CONSORTIUM AGREEMENT

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

THIS Consortium Agreement ("Agreement") executed on this…. Day of……. Two thousand………. between M/s…………..[*Insert name of Lead Member*] a Company incorporated under the laws of………. and having its Registered Office at……….. (hereinafter called the "**Member-1**", which expression shall include its successors, executors and permitted assigns) and M/s…………… a Company incorporated under the laws of ……… and having its Registered Office at………….. hereinafter called the "**Member-2**", which expression shall include its successors, executors and permitted assigns), M/s……….. a Company incorporated under the laws of……and having its Registered Office at…………. (hereinafter called the "**Member-n**", which expression shall include its successors, executors and permitted assigns), [*The Bidding Consortium should list the details of all the Consortium Members*] for the purpose of submitting response to RfS and execution of Battery Energy Storage Purchase Agreement (in case of award), against RfS No…… … … . . dated……… issued by SJVN Limited (SJVN) a Company incorporated under the Companies Act, 2013, and having its Registered Office at 6th Floor, Tower-1, NBCC Office Complex, East Kidwai Nagar, New Delhi - 110023.

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 SJVN desires to purchase Power under RfS for…………(insert title of the RfS);

WHEREAS, SJVN 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 SJVN 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 inthe issued equity share capital of the Project Company is/shall be in the following proportion

Name	Percentage
Member 1	---
Member 2	---
Member n	---
Total	100%

We acknowledge that after the execution of 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 for a period till the CoD

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 commitment.

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 SJVN in terms of the RfS.

12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an

integral part of the Power Purchase Agreement (PPA) and shall remain valid until the expiration or early termination of the PPA in terms thereof, unless expressly agreed to the contrary by SJVN.

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 SJVN.

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 SJVN.

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

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above

For M/s………………………….. [Member 1]
………………………………..
(Signature, Name & Designation of the person authorized vide Board Resolution Dated……….)

Witnesses:

Signature………………………..	Signature………………………..
Name…………………………..	Name…………………………..
Address:………………………..	Address:………………………..

For M/s……………………….[Member n]
………………………………………
(Signature, Name & Designation of the person authorized vide Board Resolution dated…...)

Witnesses:

Signature………………………..	Signature………………………..
Name…………………………..	Name…………………………..
Address:………………………..	Address:………………………..

Signature and stamp of Notary of the place of execution

FORMAT 7.6

FORMAT FOR FINANCIAL REQUIREMENT

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

Ref. No…………….
Date:…………………
From:………………*(Insert name and address of Bidding Company/ Lead Member of Consortium*)

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

To
SJVN Limited
6th Floor, Tower-1, NBCC Office Complex,
East Kidwai Nagar, New Delhi - 110 023

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 criteria, by demonstrating a Net Worth of Rs.………….. Cr. (……. in words) as on the last date of Financial Year 2025-26 or as on the date at least 7 days prior to the bid submission deadline (Strike out wherever not applicable).

This Net Worth has been calculated in accordance with instructions provided in Clause 4.3.1 of the RfS.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Net Worth by Bidding Company and/ or its 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 (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 Requirement to be met by Member in Proportion to the Equity Commitment: …………….. Crore (Equity Commitment (%) * Rs. ……………… Crore)

For the above calculations, we have considered Net Worth 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 is to be considered	Relationship with Bidding Company* (If any)	Net Worth (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Committed Net Worth (in Rs. Crore)
Company 1					

Total					

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

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

Exhibit (i): Applicable in case of Bidding Company

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

Name of Bidding Company	Name of Affiliate(s) whose Annual Turnover is to	Relationship with Bidding Company*	Financial Year	Annual Turnover (In Rs. Crore)

	be considered			
Company 1			FY 2025-26	
			FY 2024-25	
			FY 2023-24	
Total				
Average Annual Turnover				

**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)	Financial Year	Annual Turnover (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Proportionate Annual Turnover (in Rs. Crore)
Company 1			FY 2025-26			
			FY 2024-25			
			FY 2023-24			

Total						
Average Annual Turnover						

** 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 Profit Before Depreciation Interest and Taxes (PBDIT) criteria as mentioned in the RFS, by demonstrating a PBDIT of INR ………. (in words) as on the end of Financial Year 2025-26.

Exhibit (i): Applicable in case of Bidding Company

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

Name of Bidding Company	Name of Affiliate(s) whose PBDIT is to be considered	Relationship with Bidding Company*	PBDIT (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]

PBDIT 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 PDBIT by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

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

a. 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.

b. 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.

c. <u>In case of the Bidder choosing to meet the Liquidity criteria through an In-principle sanction letter, such document shall be separately submitted by the bidder as part of the bidder's Response to RfS.</u>

FORMAT 7.7

UNDERTAKING

(To be submitted on the letterhead of the Bidder)

We, hereby provide this undertaking to SJVN 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 wilful defaulter to any lender, and that there is no major litigation pending or threatened against M/s………… (insert name of the Bidder) or any of its Affiliates which are of a nature that could cast a doubt on the ability or the suitability of the Bidder to undertake the Project.

(Name and Signature of the Authorized Signatory)

FORMAT 7.8

FORMAT FOR DISCLOSURE

(To be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium)

DISCLOSURE

Ref. No………………….. Date: ……………………………………

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

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

To

SJVN Limited
6th Floor, Tower-1, NBCC Office Complex,
East Kidwai Nagar, New Delhi - 110 023

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………………dated…………….and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

We further declare and confirm that in terms of the definitions of the RfS, M/s……………..(enter name of the Promoter/Promoters) is/are our Promoter(s), and has/have a direct/indirect Control in the bidding company as per the Companies Act 2013. No other entity has a direct/indirect control in the bidding company except the entity(ies) mentioned above.

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/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 SJVN for a period of 2 years from the date of default as notified by SJVN.

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 4.1.4 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, SJVN shall take appropriate action as deemed necessary.

We further declare that we are fully aware of the binding provisions of the ALMM Order and the Lists(s) thereunder, while quoting the tariff in RfS for………. (Enter the name of the RfS).

We also further understand and accept that we shall be liable for penal action, including but not limited to blacklisting and invocation of Performance Bank Guarantee, if we are found not complying with the provisions of ALMM Order, including those mentioned above.

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 7.8 A

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

SJVN Limited
6th Floor, Plate-B, NBCC Office Block Tower-1,
East Kidwai Nagar, New Delhi - 110 023

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

Dear Sir/ Madam,

We hereby declare and confirm that in terms of the definitions of the RfS, M/s……………….. (enter name of the common shareholder) is our Group Company, and has a direct/indirect shareholding of less than 26% in the bidding company. M/s………………. (enter name of the common shareholder) also holds directly/indirectly less than 26% shareholding in other Companies which may participate in this RfS, i.e. RfS No . ……….

We undertake that M/s………………….. (enter name of the above common shareholder) is not a party to the decision-making process for submission of response to this RfS by M/s…………… (enter name of the bidding company/member in the consortium). We further undertake that while undertaking any action as part of our response to RfS, we are not complicit with other such bidders participating in this RfS, in which M/s…………….. (enter name of the common shareholder) has less than 26% direct/indirect shareholding, if any.

We further declare and confirm that in terms of the definitions of the RfS, M/s………_ (enter name of the Promoter/Promoters) is/are our Promoter(s), and has/have a direct/indirect Control in the bidding company as per the Companies Act 2013. No other entity has a direct/indirect control in the bidding company except the entity (ies) mentioned above

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/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 SJVN for a period of 2 years from the date of default as notified by SJVN

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 4.2.4 of the RfS, and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl. 11 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, SJVN shall take appropriate action as deemed necessary.

We also further understand and accept that we shall be liable for penal action, including but not limited to blacklisting and invocation of Performance Bank Guarantee, if we are found not complying with the provisions of ALMM Order, including those mentioned above.

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 No 7/10/2021-PPD (1) dated 23.02.2023

(To be submitted on the Letter Head of the Bidding Company/ Each Member of Consortium)

Ref. No………………….. Date: ………………………

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

……………………..

Tel.#:

Fax#:

E-mail address#

To

SJVN Limited

6th Floor, Plate-B, NBCC Office Block Tower-2,

East Kidwai Nagar, New Delhi - 110 023

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

Dear Sir/ Madam,

This is with reference to attached order No. OM no. 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………

Encl: OM dated 23.02.2023, as referred above

Name, Designation, Seal and Signature of Authorized Signatory

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/Member of Consortium)
……………………….
Tel.#:
Fax#
E-mail address#

To

SJVN Limited
6th Floor, Plate-B, NBCC Office Block Tower-1,
East Kidwai Nagar, New Delhi - 110 023

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

Dear Sir/ Madam,

We hereby undertake to certify in line with Clause 6.12 under the title "Financial Closure" that the following details shall be furnished within 06 months from the Date of Signing of the Battery Energy Storage Purchase Agreement (BESPA).

1) Evidence of achieving complete-tie-up of the Project Cost through internal accruals or through a Financing Agency.
2) DPR of the Project, detailing out project configuration and proposed commissioning schedule of the Project.
3) Any other details sought as per the checklist communicated by SJVN 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,

…………..
Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration

FORMAT 7.10

DECLARATION BY THE BATTERY ENERGY STOARGE SYSTEM FOR THE PROPOSED TECHNOLOGY TIE-UP

(To be Submitted on the letterhead of the Bidder)

1	Name of Bidding Company/ Lead Member ofBidding Consortium	
2	Contracted Capacity proposed (in MW/MWh)	
3	Location of the BESS Project	
4	Technology proposed to adopted for the project	(Brief about the technology proposed)

Dated the………day of…………, 20….

Thanking you,
Yours faithfully,
…………………….

Encl.:

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/Board Resolution/Declaration.

Format 7.11

NOT APPLICABLE

FORMAT 7.12

PRE-CONTRACT INTEGRITY PACT

Between

SJVN Limited, a company incorporated under the relevant law in the matter and having its registered office at **SHAKTI SADAN, SHANAN, P.O. SANJAULI, SHIMLA, HP-171006** hereinafter referred to as "The SJVN" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the **First Part.**

And

M/s……………………………………………………………., a company/ firm/ individual (status of the company) constituted in accordance with the relevant law in the matter and having its registered office at…………………… represented by Shri …………………………., hereinafter referred to as "The Bidder/Contractor" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the **Second Part**.

WHEREAS the SJVN proposes to procure under laid down organizational procedures, contract/s for **"Selection of BESS Developer for setting up of 265 MW/530 MWh Standalone Battery Energy Storage Systems (BESS) in the state of Haryana under Viability Gap Funding (VGF) Schemes under Tariff-Based Competitive Bidding** (Name of the work/ goods/ services) and the Bidder/Contractor is willing to offer against **(RfS No.: SJVN/CC- Delhi/REIA/2026/ BESS-2 TSC: SJVN-2026-TN000001).**

NOW, THEREFORE,
To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of thecontract to be entered into with a view to:-

Enabling the SJVN to obtain the desired said (work/ goods/ services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling the Bidder(s)/Contractor(s) to abstain from bribing or indulging in any corruptpractice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the SJVN will commit to prevent corruption, in any form, by its officials by following transparent procedures.

1.0 Commitments of the SJVN

1.1 The SJVN undertakes that no official of the SJVN, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder/Contractor, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contact.

1.2 The SJVN will, during the pre-contract stage, treat all the Bidders/Contractors alike, and will provide to all the Bidders/Contractors the same information and will not provide any such information to any particular Bidder/Contractor which could afford an advantage to that particular Bidder/Contractor in comparison to other Bidders/Contractors.

1.3 All the officials of the SJVN will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the SJVN with full and verifiable facts and the same is prima facie found to be correct by the SJVN, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the SJVN or Independent External Monitor and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the SJVN the proceedings under the contract would not be stalled.

2.0 Commitments of the Bidder(s)/Consultant(s)

The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre- contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

2.1 The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SJVN, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.2 The Bidder/Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the SJVN or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with SJVN for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with SJVN.

2.3 The Bidder(s)/Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/Contractor(s) shall disclose their foreign principals or associates.

2.4 The Bidder(s)/Contractor(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.5 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the SJVN or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

2.6 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

2.7 The Bidder/Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

2.8 The Bidder/Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the SJVN as part of the business relationship, regarding plans, technical proposals and business details, including information contained in electronic data carrier. The Bidder/Contractor also undertakes to exercise due and adequate care lest any such information is divulged.

2.9 The Bidder(s)/Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

2.10 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.11 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the SJVN, or alternatively, if any relative of an officer of the SJVN has financial interest/stake in the Bidder(s)/Contractor(s) firm (excluding Public Ltd. Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender.

The term ‘relative’ for this purpose would be as defined in Section 2(77) of the Companies Act 2013.

2.12 The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the SJVN.

2.13 The Bidder/supplier shall follow all rules and regulations of India including statutory requirements like minimum wages, ESIC and EPF.

3.0 Previous Transgression

3.1 Bidders to disclose any transgressions with any other company that may impinge on the anti- corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression(s) is/are to be reported by the bidders shall be the last three years to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

3.2 The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4.0 Earnest Money (Security Deposit)

The provision regarding Earnest Money/Security Deposit as detailed in the Notice InvitingTender (NIT) and Instruction to Bidders (ITB) section of the Bid Document is to be referred.

5.0 Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the Bidder/Contractor or any one employed by it or acting on its behalf shall entitle the SJVN to take action as per the procedure mentioned in the **"Guidelines on Debarment of Business Dealings"** attached as **Annex- A** and initiate all or any one of the following actions, wherever required**:**

i) To immediately disqualify the bidder and call off the pre contract proceedings without assigning any reason or giving any compensation to the Bidder/Contractor. However, the proceedings with the other Bidder(s)/Contractor(s) would continue.

ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the SJVN and the SJVN shall not be required to assign any reason thereof.

iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay compensation for any loss or damage to the SJVN resulting from such cancellation/rescission and the SJVN shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Contractor.

iv) To encash the Bank guarantee, in order to recover the dues if any by the SJVN, along with interest as per the provision of contract.

v) To debar the Bidder/Contractor from participating in future bidding processes of SJVN, as per provisions of "Guidelines on Banning of Business Dealings" (Annex-A), which may be further extended at the discretion of the SJVN.

vi) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract

vii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the SJVN with the Bidder/ Contractor, the same shall not be opened/operated.

viii) Forfeiture of Performance Security in case of a decision by the SJVN to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The SJVN will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (viii) of this Pact also on the Commission by the Bidder/Contractor or any one employed by it or actingon its behalf (whether with or without the knowledge of the Bidder/Contractor), of an offence as defined in GFR, Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption in SJVN's country.

5.3 The decision of the SJVN to the effect that a breach of the provisions of this Pact has been committed by the Bidder / Contractor shall be final and conclusive on the Bidder /Contractor. However, the Bidder/Contractor can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

6.0 Independent External Monitor(s)

6.1 The SJVN has appointed Independent External Monitor(s) (hereinafter referred to as Monitors)for this Pact.

6.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

6.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

6.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement for which a complaint or issue is raised before them, including minutes of meetings. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.

6.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform CMD/CEO/MD of SJVN and request SJVN to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6.6 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the SJVN including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor(s) with confidentiality.

6.7 The SJVN will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings as and when required.

6.8 The Monitor will submit a written report to the CMD/CEO/MD of SJVN within 30 days from thedate of reference or intimation to him by the SJVN/Bidder and should the occasion arise, submit proposals for correcting problematic situations.

6.9 The word ‘Monitor’ would include both singular and plural.

6.10 In the event of a dispute between the management and the contractor related to those contracts were integrity pact is applicable, in case both the parties agree, they may try to settle the dispute through mediation before the panel of IEMs in a time bound manner. In case the dispute remains unresolved even after mediation by the panel of IEMs, SJVN may take further action as per the terms and conditions of Contract. Expenses on dispute resolution shall be equally shared by both the parties.

7.0 Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Employer or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder/Contractor and the Bidder/Contractor shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8.0 Law and Place of Jurisdiction

This Pact is subject to ………. (SJVN’s Country) Law. The place of performance and jurisdiction is the Registered Office of the SJVN. The arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

9.0 Other Legal Actions

9.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

9.2 Changes and supplements as well as termination notice need to be made in writing.

9.3 If the Consultant is a partnership or a consortium or a joint venture, this pact must be signed by all partners of the consortium/joint venture.

10.0 Validity

10.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the SJVN and the Bidder/Consultant/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract or six months from the date of opening of price bids, whichever is earlier.

10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

The Parties hereby sign this Integrity Pact at ……………on………...

SJVN Name: **Manish Kumar Kanth** Designation: **General Manager (C&P), REIA** Place: New Delhi Date: 24.07.2026	Bidder (Authorised Person) (Name of the Person) Designation Place-------------- Date--------------
Witness1………………… 2…………………….	Witness1…………….. (Name and address) 2………………… (Name and address)

Annexure-A

Guidelines on Debarment of Business Dealings for SJVN Limited

(including its Subsidiaries and Joint Ventures)

1.0 Introduction

SJVN (including its subsidiaries, and joint ventures) deal with various bidders, contractors, suppliers, consultants, and service providers, who are expected to adopt ethics of highest standards and a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of SJVN to deal with Agencies who commit deception, fraud or other misconduct in the tendering process.
These Guidelines are issued with a view to ensuring transparency, integrity, and fairness in public procurement undertaken by SJVN Limited, its Subsidiaries and Joint ventures.
These guidelines are framed in alignment with the 'Guidelines on Debarment of firms from Bidding' issued by the Department of Expenditure, Ministry of Finance, Government of India.

2.0 Scope

These Guidelines shall apply to all procurements financed, executed, or managed by SJVN, its Projects, Power Stations, Regional Offices, Liaison Offices including its subsidiaries, and joint ventures, and shall be binding upon all categories of bidders, contractors, suppliers, consultants, and service providers dealing with SJVN or its associated entities.

3. Definitions

(a) SJVN means SJVN Ltd., its Projects, Power Stations, Regional Offices, Liaison Offices including its subsidiaries, and joint ventures.

(b) Debarment means disqualification of a bidder from participation in any procurement process undertaken by SJVN for a specified period in accordance with Rule 151 of GFR 2017.

For the purposes of these Guidelines, the expressions banning of firm, suspension, and blacklisting shall convey the same meaning as debarment.

(c) Firm: The term 'Firm' or 'Bidder' has the same meaning for the purpose of these guidelines, which includes an individual or person, a company, a co-operative society, a Hindu undivided family, and any association or body of persons, whether incorporated or not, engaged in trade or business.

(d) Allied Firm means any concern within the sphere of effective influence of a debarred firm. In determining such influence, the following factors shall be considered—

i) whether the management is common;
ii) whether majority interest in the management is held by the partners or directors of the debarred firm;
iii) whether substantial or majority shares are owned by the debarred firm and, by virtue thereof, it has a controlling voice;
iv) whether the firm directly or indirectly controls, or is controlled by, or is under common control with another bidder; and
v) all successor firms shall also be treated as allied firms.

(e) Unit shall mean the Project/ Power Station/ Regional Office/ Liaison Office/Subsidiary/JV, as the context requires.

4. Authorities and Jurisdiction

(a) SJVN-level Debarment.

Competent Authority: Functional Director, SJVN. In case of subsidiaries, the Competent Authority shall be CEO.

Appellate Authority: Chairman & Managing Director (CMD), SJVN. In case of subsidiaries, the Appellate Authority shall be Chairman of the subsidiary.

(b) Ministry of Power (MoP)-level Debarment. Debarment orders issued or endorsed by the Ministry of Power shall be governed by the Competent and Appellate Authorities as may be notified by the Ministry from time to time, and shall be binding on SJVN, its subsidiaries, and joint ventures for the period specified therein.

(c) Department of Expenditure (DoE)-level Debarment. Debarment orders issued or endorsed by the Department of Expenditure, Ministry of Finance, Government of India, shall be governed by the Competent and Appellate Authorities specified by the said Department, and shall be binding on SJVN, its subsidiaries, and joint ventures for the period specified therein.

5. Initiation of Debarment Proceedings

During bidding: Action for banning of business dealings with any Firm shall be initiated by the department responsible for invitation of bids after noticing the irregularities or misconduct on the part of Firm concerned.

During execution: Action for banning of business dealings with any Firm shall be initiated by the respective department responsible for execution of works/services after noticing the irregularities or misconduct on the part of Firm concerned.

Besides the concerned department, Vigilance Department of each Unit/ Corporate Vigilance may also be competent to initiate such action.

6. Grounds for Debarment

Without prejudice to Rule 151 and Rule 175 of GFR 2017, a bidder or any of its successors may be debarred from participation in procurement undertaken by SJVN and its subsidiaries and JVs for any of the following reasons—

a) conviction under the Prevention of Corruption Act, 1988, the Indian Penal Code or Bhartiya Nyaya Sanhita, 2023, or any other law in force, for causing loss of life, damage to property, or threat to public health in the course of execution of a public procurement contract;

b) breach of the Code of Integrity prescribed under Rule 175 of GFR 2017, including bribery, collusion, bid-rigging, anti-competitive conduct, false declaration, obstruction of investigation or audit, or undisclosed conflict of interest;

c) submission of false or forged information, misrepresentation, or concealment of material facts, resorting to corrupt or fraudulent practices;

d) persistent failure, default, or non-performance of contractual obligations;

e) supply of substandard material, non-supply of material, abandonment of works, sub-standard quality of works, or failure to abide by the Bid Securing Declaration etc.;

f) misuse of SJVN's premises or its facilities, forcefully occupies or damages SJVN's properties including land, water resources, forests / trees or tampers with documents/records etc.; and

g) any other act or omission which, in the opinion of SJVN, warrants debarment in the interest of probity, fairness, and public interest.

7. Debarment Review Committee (DRC) and Procedure for Debarment

(a) Constitution of DRC: Prior to the initiation of debarment proceedings, the Competent Authority shall constitute a Debarment Review Committee (DRC) for examination of the case. The Committee shall comprise officers not below the rank of General Manager or Head of Department / Head of Project, as under—

- One officer from Contracts or Procurement of the concerned Unit or the Corporate Office;
- One officer from Finance (Corporate / Projects) of the concerned Unit or Corporate Finance;
- One officer from Corporate Law / Legal; and
- One officer representing the user or indenting department at the Corporate or Unit level, or the Head of Project / Engineer-in-Charge representing the concerned project site, as the case may be.

The officer belonging to the department initiating the proposal for debarment shall act as the Coordinator of the DRC and shall be responsible for convening meetings, facilitating examination of relevant records etc. The DRC shall submit its report to the Competent Authority.

(b) Mandate and Process: The DRC shall,

i) examine all facts, records, and evidence pertaining to the case;

ii) ensure that a show-cause notice has been issued and that a reasonable opportunity of representation, including personal hearing if sought, has been afforded;

iii) assess the applicability to allied and successor firms; and

iv) submit a reasoned and self-contained recommendation to the Competent Authority within eight (08) weeks, extendable with recorded justification.

(c) Decision: The DRC shall function in an advisory capacity. The final decision shall rest with the Competent Authority, who shall, after due consideration of the DRC's recommendation, issue a speaking order specifying the reason (in brief), scope, jurisdiction, and duration of debarment.

The entire proceeding shall, as far as practicable, be concluded within twelve (12) weeks from the date of initiation.

8. Period and Effect of Debarment

(a) Maximum period — up to three (3) years for conviction-based cases under Rule 151(i) (DoE-wide), and up to two (2) years for breach of the Code of Integrity or performance-related grounds at the SJVN/MoP level.

(b) Minimum period — ordinarily not less than six (6) months.

(c) Commencement — the period of debarment shall commence from the date of issue of the debarment order by the issuing entity.

(d) Contract Placement Bar — no contract of any kind shall be placed on a debarred firm, including its allied firms; this prohibition shall also apply in cases of risk purchase.

(e) Bid/Contract Dates — only bids from firms that are not debarred on (i) the date of submission/opening of the tender and (ii) the date of issuance of Letter of Award/ Signing of Contract Agreement shall be considered.

(f) Bids by Debarred Firms — if a debarred firm submits a bid, such bid shall be ignored. If such firm is the lowest (L-1), the next lowest eligible bidder shall be considered as L-1. Any bid security submitted by the debarred firm shall be returned.

(g) Existing Contracts — contracts concluded prior to the issue of the debarment order shall not be affected.

(h) Removal from approved/empanelled lists — The debarred firm shall also be removed from any approved/empanelled lists.

9. Applicability to Allied and Successor Firms

Debarment of a firm shall automatically extend to its allied and successor firms unless otherwise directed by the Competent Authority for reasons recorded in writing.

In the case of debarment of a joint venture or consortium, all partners shall stand debarred for the period specified in the debarment order, and the names of all such partners shall be explicitly mentioned in the order.

10. Jurisdiction and Recommendation of Debarment

(a) SJVN-Level Debarment: for misconduct confined to SJVN or its subsidiaries/joint ventures, including non-performance, false declarations, or breach of integrity obligations.

(b) Recommendation to Ministry of Power (MoP): for cases having sector-wide or systemic implications affecting multiple PSUs under the administrative control of MoP, or integrity breaches such as corruption, bribery, or cartelization in tenders of SJVN.

(c) Recommendation to Department of Expenditure (DoE): for conviction-based cases or offences causing loss of life, property, or threat to public health, warranting Government-wide debarment under Rule 151.

Where such Government-wide debarment is warranted, the department responsible for initiation of debarment proceedings shall forward a self-contained proposal, along with complete supporting documentation, to the Ministry of Power for onward transmission to the Department of Expenditure, in accordance with the DoE OM.

11. Effect of Debarment by Other Authorities

SJVN shall give effect to debarment orders issued by the Department of Expenditure (Ministry of Finance), the Ministry of Power, or any other Government entity, where such orders expressly provide for applicability across Ministries, Departments, or PSUs.

Note (GeM): The Government e-Marketplace (GeM) may debar bidders for a period of up to two (2) years on its portal. SJVN shall honour such debarments for procurements undertaken on or through GeM, in accordance with GeM provisions.

12. Publication of Debarment Orders

Debarment orders issued by SJVN shall be displayed on SJVN's website and shall be binding upon all subsidiaries and joint ventures of SJVN. For the purpose, the concerned department shall forward the name and details of the Agency(ies) banned to IT&C Division of SJVN's Corporate Office for displaying the same on SJVN website. The details shall also be displayed on the respective subsidiary's website.

Debarment orders of the Ministry of Power shall be displayed on the Ministry's website, and those of the Department of Expenditure shall be displayed on the Central Public Procurement Portal (CPPP) maintained by DoE.

13. Appeal and Review (SJVN Level)

An aggrieved firm may prefer an appeal to the CMD, SJVN, within thirty (30) days from the date of communication of the SJVN-level debarment order.

The CMD may, after due consideration of the record and representation, uphold, modify, or set aside the order.

Appeal against MoP/DoE orders shall be dealt as per Guidelines on Debarment of firms from Bidding' issued by the Department of Expenditure, Ministry of Finance, Government of India.

14. Revocation and Reinstatement

(a) A debarment order shall stand automatically revoked upon expiry of the period specified therein; no separate order shall be required.

(b) For debarments issued by SJVN, the CMD, SJVN shall be the sole authority competent to review or revoke the order prior to its expiry, either suo motu or upon representation by the firm, based on new facts or sufficient justification.

Such revocation shall be issued by formal order and shall take effect from the date specified therein.

(c) For debarments issued by the Ministry of Power or the Department of Expenditure, revocation or modification prior to expiry shall rest exclusively with the respective issuing authority.

(d) Upon receipt of a revocation or modification order, the concerned department shall promptly update internal records and, where applicable, SJVN's website or the CPPP.

Note: In case of shortage of suppliers/contractors/service providers in a particular group, such debarments may also hurt the interest of procuring entities. In such cases, endeavour should be to pragmatically analyse the circumstances, try to reform the supplier and may get a written commitment from the suppliers / contractors / service providers that its performance will improve.

15. Record-Keeping and Reporting

All proceedings, communications, and decisions under these Guidelines shall be duly forwarded for record to Corporate Civil Contracts Deptt.

A consolidated list of firms debarred and reinstated at the SJVN level shall be maintained by Corporate Contracts Deptt. and published on SJVN's website.

Matters having inter-ministerial or sectoral implications, including those requiring consideration by the Department of Expenditure, Ministry of Finance, shall be reported to the Ministry of Power through the Corporate Civil Contracts Department, in accordance with the procedure prescribed under the DoE OM.

FORM OF DECLARATION OF ELIGIBILITY

UNDERTAKING

I/We, **[Name of the Bidder / Firm / Company**], having our registered office at **[Address],** do hereby certify that neither I/we nor any of our allied firms, successor entities, consortium / joint-venture partners (as applicable) are currently under debarment by SJVN Limited (including its subsidiaries/JVs), the Ministry of Power, Government of India, or the Department of Expenditure (DoE), Ministry of Finance, Government of India.

I/We fully understand that if this declaration/undertaking is found to be false or misleading, our Bid shall be liable for rejection and, if the Contract has been awarded, the same shall be liable for termination, in addition to any other action as may be taken under law.

Date........................
Place........................

....
(Name & Signature of Authorised Representative

with Seal/Stamp of Company)

Notes:

- In case of subsidiaries registered outside India, the reference of relevant Government Department dealing with Banning may also be incorporated.
- The undertaking shall be obtained at the time of submission of bids as well as before placement of LOA/Signing of Contract Agreement.
- The undertaking shall be submitted by Bidder including each of the JV/Consortium partners and any sub-contractors proposed.

FORMAT 7.13

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

SJVN Limited
6th Floor, Plate-B, NBCC Office Block
Tower-1 ,East Kidwai Nagar, New Delhi -110 023

Subject: 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/ our 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 and such further period as may be mutually agreed upon.

Dated the ……………_day of ……. , 20….

Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration

Notes:

1) For each substation identified, there can be only one tariff for all the projects applied for.

If the bidder quotes two tariffs or combination thereof for the projects for a single substation, then the bid shall be considered as non- responsive.

2) *If the bidder submits the financial bid in the Electronic Form at ETS portal not in line with the instructions mentioned therein, then the bid shall be considered as non- responsive.*
3) *Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.*
4) *In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.*
5) *Tariff should be in Indian Rupee up to two decimal places only*

FORMAT 7.14

PRELIMINARY ESTIMATE OF COST OF RE PROJECT

Bid Capacity / Contracted Capacity: ………….MW/MWh

Location: ……………………….

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

Sr. No.	Description of Item/System	Cost (Rs)
1	BESS Component	Bidder to provide the cost break-up for components.
2	Transmission Line component, including construction of Bay and other associated equipments/systems for interconnection with STU Network.	Bidder may provide the cost break-up for components.
	Total	

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 7.15

Undertaking For Compliance with O.M. No.48-1512112025 – NRE dt 24th December 2025 issued by Ministry of Power, Govt. of India

(Required to be submitted separately for each Project on the Letter Head)

To,
General Manager (Contracts/REIA),
Contracts Section, REIA Department,
SJVN Ltd., 6th Floor, Tower No. 1,
NBCC Office Complex, East Kidwai Nagar

Subject: Selection of BESS Developer for setting up of 265 MW/530 MWh Standalone Battery Energy Storage Systems (BESS) in the state of Haryana under Viability Gap Funding (VGF) Schemes under Tariff-Based Competitive Bidding

1. We, M/s ….[Name of the Bidder]……, having our registered office at….. [Address of the Company]….., do hereby unequivocally and unconditionally certify that we have comprehensively reviewed and fully understood the requirements as per the O.M. No.48-1512112025 – NRE dt 24th December 2025 issued by Ministry of Power, Govt. of India.

2. We further certify that we shall ensure compliance with the O.M. No.48-1512112025 – NRE dt 24th December 2025 issued by Ministry of Power, Govt. of India and ensure a minimum local content of 20% of the total project cost under this RfS.

3. We hereby undertake that a certificate from our statutory auditor or cost auditor (in the case of a company) or from a practicing cost accountant or practicing chartered accountant (in the case of bidders other than companies), certifying the percentage of local content, shall be submitted by us in accordance with the provisions of RfS Clause 6.9.5.

4. We acknowledge and fully understand that any failure to comply with the requirements set forth in the aforementioned Order no. O.M. No.48-1512112025 – NRE dt 24th December 2025 issued by Ministry of Power, Govt. of India shall render us liable for Non Disbursement of VGF under Power System Development Fund (PSDF) Guidelines.

5. We confirm that we are not currently debarred or banned by any other procuring entity due to violation of the "Public Procurement (Preference to Make in India) Order, 2017" (PPP-MII Order) dated 15.06.2017, issued by the Department for Promotion of Industry and Internal Trade (DPIIT), including any subsequent amendments.

6. We acknowledge that any false declarations regarding local content constitute a breach of the Code of Integrity as per Rule 175(1)(i)(h) of the General Financial Rules, which may lead to debarment for up to two years as stipulated under Rule 151(iii) of the General Financial Rules, in addition to any other legal actions permissible under applicable law.

7. We agree to furnish any information or documentation required to substantiate the above declarations to the satisfaction of SJVN Limited, as and when requested.

Date………………….. ………………………………………………
Place………………… ……………………………………………

(Name & Signature of Authorized Representative with Seal/Stamp of Company)

Format 7.16

Bid Security Declaration

To,

General Manager (Contracts/REIA),
Contracts Section, REIA Department,
SJVN Ltd., 6th Floor, Tower No. 1,
NBCC Office Complex, East Kidwai Nagar

I hereby declare that the bid submitted by the undersigned on behalf of ___________________________ **[Name of the Bidder]** shall not be withdrawn or modified during the Bid Validity Period.

I further acknowledge and accept that, in the event We withdraw or modify our bid during the Bid Validity Period, except as permitted under the RfS documents, or, being a successful Bidder, fail to submit the Success Fee, Performance Guarantee and sign the BESPA within the specified time, adopt any corrupt, fraudulent or coercive practice, or commits any default under the Integrity Pact, then _______________________________ **[Name of the Bidder]** including its Affiliate(s) shall be suspended from participating in the tendering processes of SJVN Ltd. and its subsidiaries for a period of one (1) year from the date of issuance of such suspension order by SJVN Ltd.

Date:	(Signature of Authorized Signatory)
Place:	(Name)
	(Designation)
	(Common Seal)

Format 7.17

Declaration

To,

General Manager (Contracts/REIA),

Contracts Section, REIA Department,
SJVN Ltd., 6th Floor, Tower No. 1,
NBCC Office Complex, East Kidwai Nagar

We, M/s ………..[Name of the Bidder], having our registered office at….. [Address of the Company]….., do hereby declare that we fulfil the criteria mentioned under Clause----------of RfS and

We, M/s ………. **[Name of the Bidder]**, having our registered office at ……….. [Address of the bidder Company], do hereby declare that neither we, nor our Affiliate(s), nor, in the case of a Consortium, any Consortium Member or its Affiliate(s), has failed to execute the Power Purchase Agreement (PPA) or Battery Energy Storage Purchase Agreement (BESPA), as applicable, within the stipulated time period after issuance of a Letter of Award (LoA) by SJVN Limited under any tender issued by SJVN Limited as the Renewable Energy Implementing Agency (REIA) for Renewable Energy Projects or as the Implementing Agency for Battery Energy Storage System (BESS) Projects.

We further declare that we are eligible to participate in the present Request for Selection (RfS) and understand that any false declaration or misrepresentation may result in rejection of our bid and such other action as may be provided under the provisions of the RfS.

Date:	(Signature of Authorised Signatory)
Place:	(Name)
	(Designation)
	(Common Seal)

Annexure-A

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

1. Codes and Standards

The BESS shall comply with the following Codes and Standards or equivalent Indian Standards, as applicable.

Standard/ Code (or equivalent Indian Standards)	Description	Certification Requirements
IEC 62485-2	Safety requirements for secondary batteries and battery installations - to meet requirements on safety aspects associated with the erection, use, inspection, maintenance and disposal	Applicable 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	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. (Plant SCADA and the 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 Test2. Equipment and Basic Function Test3. Available energyTest4. Insulation test

Power Conditioning Unit Standards for BESS

Standard/ Code (or equivalent Indian Standards)	Description
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 1000 V AC or 1500 V DC up to 36 kV AC or 54 kV DC
IEC 61000-6-2 Ed.2	Electromagnetic compatibility (EMC) - Part 6-2: Generic standards - Immunity standard for industrial environments
IEC 61000-6-4 Ed.2.1	Electromagnetic compatibility (EMC) - Part 6-4: Generic 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 BSSD 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 BSSD 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 BSSD 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 SJVN and POSOCO 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 SJVN/MNRE or their authorized representatives for installing any additional monitoring equipment to facilitate on-line transfer of data.All data shall be made available as mentioned above for the entire duration of the Contract.

c) 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 SJVN/ 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.

d) 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. Safe Disposal of unit Batteries from the BESS:

The BESSD shall ensure that all Unit Battery modules from their 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.

Appendix – A2

COMMISSIONING PROCEDURE

Commissioning Procedure for the Project selected under the RfS shall be intimated by SJVN in due course of time.

Annexure - B

SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING AND REVERSE AUCTION

GENERAL

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

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

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

INSTRUCTIONS

Tender Bidding Methodology:

Sealed Bid System

Single Stage Two Envelope

Auction

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

Broad Outline of Activities from Bidder's Perspective:

1) Procure a Class III Digital Signing Certificate (DSC).

2) Register on Electronic Tender System® (ETS)

3) Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA

4) View Notice Inviting Tender (NIT) on ETS

5) For this tender -- Assign Tender Search Code (TSC) to a MA

6) Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.

7) Clarification to Tender Documents on ETS
   a. Query to SJVN (Optional)
   b. View response to queries posted by SJVN

8) Bid-Submission on ETS

9) Respond to SJVN Post-TOE queries

10) Participate in e-Reverse Auction if invited

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

Digital Certificates

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

Registration

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

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

Important Note:

1) Interested bidders have to download official copy of the RfS & other documents after login into the e-tendering Portal of ISN-ETS ***https://www.bharat-electronictender.com***. If the official copy of the documents is not downloaded from e-tendering Portal of ISN-ETS within the specified period of downloading of RfS and other documents, bidder will not be able to participate in the tender.

2) To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Centre' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

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

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

Some Bidding Related Information for this Tender (Sealed Bid)

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

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

In addition to the above, the bidders are required to submit certain documents physically offline also as per Clause 3.14.1 of the RfS, failing which the technical bids will not be opened.

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

Internet Connectivity

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

SPECIAL NOTE ON SECURITY AND TRANSPARENCY OF BIDS

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

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

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

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

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

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

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

PUBLIC ONLINE TENDER OPENING EVENT (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices.

Alternatively, one/ two duly authorized representative(s) of bidders (i.e., Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to SJVN's office for the Public Online TOE, if applicable for the RfS.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE- officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted by the bidder himself during the TOE itself, or as per alternative methods prescribed in the Tender Documents, salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of the 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading', as per the NIT configured by the bidding agency.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

OTHER INSTRUCTIONS

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

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

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

SEVEN CRITICAL DO'S AND DON'T S FOR BIDDERS

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

1) Obtain individual Digital Signing Certificate (DSC or DC) of Class III well in advance of your tender submission deadline on ETS.
2) Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization
3) Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
4) For responding to any particular tender, the tender (i.e. its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of

Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.

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

   Note: Bid-submission in ETS can consist of submission of multiple bid- components, which vary depending upon the situation and requirements of the Buyer. Successful receipt of a bid in an e-tendering scenario takes place if all the required bid- components are successfully 'received and validated' in the system (ETS) within the scheduled date and time of closure of bidding (On some ETS screens, this is also referred to as 'Last Date and Time of Receipt of Bids'). ETS/ Service Provider is not responsible for what happens at an end-user's end, or while a submission made by an end-user is in transit, until the submission is successfully 'received and validated' in ETS. When a bid-component receipt and validation is successful, it is recorded in the ETS Audit Trail Report, which is generated by ETS. In case of any uncertainty, the application audit trail generated by ETS (ETS Audit Trail Report) shall be the final record/evidence for reference regarding the 'successful bid receipt'.

6) It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid- Submission Overview page and start afresh with new Pass-Phrase(s) and if the bids are not opened with the pass-phrase submitted by bidder, SJVN may ask for re-submission/ clarification for correct pass-phrase. If bidder fails to submit correct pass- phrase immediately as requested by SJVN, the Bid Processing Fee and Document Fee, if applicable, shall be forfeited and bid shall not be opened, and EMD shall be refunded. No request on this account shall be entertained by SJVN.
7) ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' the status pertaining Overall Bid-Submission is 'COMPLETE'. For the purpose of record, the bidder can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid- Submission Overview Page' only if the status pertaining overall Bid-Submission'is 'COMPLETE'

NOTE:

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

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

1) Get your organization's concerned executives trained for e-Reverse Auction related processes on ETS well in advance of the start of e-Reverse Auction.
2) For responding to any particular e-Reverse Auction, the e-Reverse Auction (i.e. its Reverse Auction Search Code or RASC) has to be assigned to an MA.
3) It is important for each bidder to thoroughly read the 'rules and related criterion' for thee-Reverse Auction as defined by the Buyer organization.
4) It is important to digitally-sign your 'Final bid' after the end of e-Reverse Auction bidding event.
5) Pay the ETS Bidding-Fee for e-Reverse Auction well in advance of the start of e-Reverse Auction Bidding Event.

   Note: To participate in e-Reverse Auction, the ETS Bidding-Fee for e-Reverse Auction should be paid before the 'Date and Time of Start of Reverse-Auction'. In case ETS Bidding-Fee for e-Reverse Auction is sent offline to the Auctioneer or ETS Service Provider, it is important for the bidder to ensure that the Auctioneer/ ETS Service Provider has received the ETS Bidding-Fee for e-Reverse Auction and also entered the related details in ETS.

   When the Auctioneer/ ETS Service Provider enters the details, the bidder should receive an e-mail acknowledgement. If ETS Bidding-Fee for e-Reverse Auction status of the bidder is not updated as outlined above, the bidder would not be able to participate in the Auction.

6) During an e-auction, it is recommended that a bidder submits a bid well before the scheduled time of 'Date and Time of Closure of Reverse-Auction'. Submission of a bid near the closing time of an auction may result in failure due to any of the various factors at that instant, such as – slow internet speed at the bidder's end, slow running of computer at bidder's end, nervousness of the bidder in the last few seconds, etc. This could lead to delay in submission of data from the bidder's computer to the server. Even if the delay is of a fraction of second after the scheduled closing time, it will result in failure of bid submission. Further, please note that a bid can be submitted even if the bidding-page has not been refreshed manually, or otherwise depending on the conditions of the e-auction.

   Note: Successful receipt of Bid in an e-auction scenario takes place if the bid is successfully 'received and validated' in the system (ETS) within the scheduled date and time of closure of bidding (On some ETS screens, this is also referred to as 'Date and Time of Closure of Reverse-Auction', or Forward-Auction, as the case may be). End Users shall be solely responsible for ensuring timely submission of their respective bids such that the bids are successfully received in ETS as stated above. ETS/ Service Provider is not responsible for what happens at an end-user's end, or while a submission made by an end-user is in transit, until the submission is successfully 'received and validated' in

ETS. When a bid is successfully ‘received and validated’, it is recorded in the ETS Audit Trail Report, which is generated by ETS. In case of any uncertainty, the application audit trail generated by ETS (ETS Audit Trail Report) shall be the final record/evidence for reference regarding the ‘successful bid receipt’.

7) It is important to digitally-sign your ‘Final bid’ after the end of e-Reverse Auction bidding event.

8) Minimum Requirements at Bidder’s End Computer System having configuration with minimum Windows 7 or above, and Broadband connectivity Microsoft Internet Explorer 7.0 or above, or Edge with Internet Explorer mode Digital Certificate(s).

9) Vendors Training Program

One day online training (10:00 to 17:00) is provided by ISN-ETS. Training is optional. In case, any bidder is interested, he may send a request to support@isn- ets.com. Vendors are requested to arrange their own Laptop, Digital Certificate and Wireless Connectivity to Internet.
Vendors Training Charges (Per Participant): Rs. 5,000/- (plus GST @ 18.00 %) or as charged by ISN-ETS.

TERMS & CONDITIONS OF REVERSE AUCTION

After opening of Financial bids and short-listing of bidders based on the tariff and total capacity of project of qualified Project(s), SJVN shall resort to “REVERSE AUCTION PROCEDURE”. Reverse Auction shall be conducted as per methodology specified in Section-5 and other provisions of Reverse Auction in RfS Documents and their subsequent Addenda/ Amendments/ Clarifications. Bidders in their own interest, are advised to go through the documents in entirety. The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give completer explanations. Further these are supplementary in nature.

1) Bidders shall ensure online submission of their ‘Bid Price’ within the auction period.
2) Bidders shall ensure to take all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to ISN-ETS.
3) Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RfS document or intimated later on, for compliance.
4) Reverse auction will be conducted on scheduled date & time, as mentioned in the RfS document.
5) Bidders should acquaint themselves of the ‘Business Rules of Reverse Auction’, which is enclosed separately in the RfS document.
6) If the Bidder or any of his representatives are found to be involved in Price manipulation/

cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant SJVN guidelines, shall be initiated by SJVN.

7) The Bidder shall not divulge either his Bids or any other exclusive details of SJVN to any other party.
8) Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9) Bidders should also note that:
    a. Although extension time is '8' minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and he possible network congestion, bidders must avoid the last minute hosting of the Financial Bid during reverse auction.
    b. Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of SJVN, bid process, bid technology, bid documentation and bid details.
    c. It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only Technical and other non-commercial queries (not impacting price) can only be routed to the SJVN contact personnel indicated in the RfS document.
    d. Order finalization and post order activities such issue of LOA, signing of PPA etc. would be transacted directly between successful bidder(s) and SJVN.
    e. LOA shall be placed outside the ETS e-portal & further processing of the LOA shall also be outside the system.
    f. In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in Annexure - C of the RfS document.
    g. Bidders are advised to visit the auction page and login into the system well in advance identify/ rectify the problems to avoid last minute hitches.
    h. SJVN will not be responsible for any PC configuration/ Java related issues, software/ hardware related issues, telephone line glitches and breakdown/ slow speed in internet connection of PC at Bidder's end.
    i. Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC/ Internet/ Java related issues and Bidder may lose the chance of participation in the auction.
    j. For access to the Reverse Auction site, the following URL is to be used: ***https://www.bharat-electronictender.com.***
10) No queries shall be entertained while Reverse Auction is in progress.

BUSINESS RULES OF REVERSE AUCTION

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

The following would be parameters for e-Reverse Auction:

Sr. No.	Parameters	Value
1.	Date and Time of Reverse-Auction Bidding Event	To be intimated Later to Eligible Bidders
2.	Duration of Reverse-Auction Bidding Event	60 minutes
3.	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	08 Minutes
3.2	Automatic extension Time-Duration	08 Minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
4	Criteria of Bid-Acceptance	A Bidder/s can go on 'Decreasing' his own bid value without taking into cognizance the Starting Price' or 'Rank-1' bid
5.	Entity-Start-Price	Tariff quoted by the bidders in Financial Bid (Second Envelope)
6.	Minimum Bid-Decrement	0.01 INR

Online Reverse Auction shall be conducted by SJVN on pre-specified date and time, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the Reverse Auction, any requests for extension of time will not be considered by SJVN. Bidders are therefore requested to make all the necessary arrangements/ alternatives whatever required so that they are able to participate in the Reverse Auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse Auction cannot be the cause for not participating in the Reverse Auction. SJVN shall not be responsible for such eventualities.

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

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

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

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

Annexure - C

CHECK LIST FOR FINANCIAL CLOSURE

(To be signed by the Authorized signatory of the RPD)

(RfS No. ……………. dated …………)
Last Date for submission of documents related to Financial Closure-----------------

Project Company Name:
Project ID:
LoA No.:
Date:
Effective Date of BESPA:
Scheduled Commissioning Date:

1) Financial Closure:………(Clause 6.12 of the RfS, including subsequent amendments & clarifications)

Details	**Presently indicated in BESPA**
Location	
Technology	
Certificate from all financial institutions	**<u>In case of tie up through Bank / Financial Institutions: -</u>** Document from Bank / Financial Institutions certifying arrangement of necessary funds by way of sanction of Loan (to be enclosed as **<u>Annexure-I)</u>**. **<u>In case of Internal Resources: -</u>** Copy of Board Resolution, Audited/Certified Balance sheet, Profit & Loss Account Statement, Bank Statement and Cash Flow Statement in support of availability of Internal resources of the Project Company and of the Company other than Project Company (in case the required funding will be raised from Company other than Project Company) (to be enclosed as **<u>Annexure-I).</u>** *Performa for the cases where funding will be*

	*from Company other than Project Company is at ‘**A-1**’.*

<u>Note:-</u>

i. Copy of Final Detailed Project Report (DPR) is to be enclosed as **Annexure – II A**.

ii. Undertaking by the Project Company that all Consents, clearances and permits required for supply of Power to SJVN as per the terms of PPA have been obtained is to be enclosed as **Annexure – II B**

2) Copy of Agreement/ MOU entered into / Purchase Order with acceptance, for the supply of Plants and Equipment (to be enclosed as <u>Annexure-III)</u>

3) **Technical Parameters of the Project (Clause …….of the RfS)**

3.0.1 Certificate from Project Company that Technical specifications and directives given in Annexure-A of the RfS will be adhered to (to be enclosed as **<u>Annexure-IV A</u>**<u>)</u>

3.0.2 Proposed Project configuration as part of DPR of the Project (to be enclosed as **<u>Annexure-IV B)</u>**

4) **Ownership of the RPD: 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 <u>Annexure-V A</u>)**

Shareholding pattern is not required to be submitted by a Listed Company.

Note: Declaration of Shareholding Pattern of the Project Company is to be submitted to SJVN on monthly basis, i.e., by the 10th day of every month for shareholding status of the Company upto the end of the previous month, till 1 year from the date of commissioning of the project.

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

Performa 'A-1'

For cases where funding will be from a Company other than Project Company

Board Resolution from ………………. (Name of the Company from where the required funding will be raised)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY AT THEIR MEETING HELD ON……………AT………..THE REGISTERED OFFICE OF THE COMPANY

RESOLVED that approval of the Board be and is hereby accorded to the company extending unconditional and full financial support whether by way of equity, debt, or a combination thereof, towards meeting the full project cost of Rs………….. (in words and figures) to M/s…………(Name of Project Company), a company within the meaning of The Companies Act, 1956 and/or The Companies Act, 2013, and having its registered office at……………. which was selected by SJVN Limited (SJVN) to develop the……MW/MWh Battery Energy Storage Project (Project ID…), for Setting up and sale of Storage Capacity under the RfS No. ……………in respect of which Battery Energy Storage Agreement (BESPA) was signed between SJVN and …………(Name of Project Company). Funds will be released for the project as per the request of……… (Name of Project Company) to meet the financial requirement for the said Project.

Board Resolution from…………….(Project Company)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY AT THEIR MEETING HELD ON ……….AT…….THE REGISTERED OFFICE OF THE COMPANY

RESOLVED that approval of the Board be and is hereby accorded to the Company which was selected by SJVN Limited (SJVN) to develop the……MW/MWh Battery Energy Storage Project (Project ID………), for setting up and sale of Storage Capacity under the RfS No…………….in respect of which Battery Energy Storage Purchase Agreement (BESPA) was signed between SJVN and …….the Company, to request and undertake to accept unconditional and full financial support and getting release of funds for project as per requirement from the Company i.e. ………………, a Company within the meaning of The Companies Act, 1956 and/or The Companies Act, 2013, and having its registered office at……….. whether by way of equity, debt, or a combination thereof for meeting the financial requirements of the project being developed by the Project Company.

Further Resolved that in the event the Company i.e., agrees to extend full financial support as sought above, Sh…………. Director, Sh …………Director…. be and are hereby severally or collectively authorized to accept any terms and conditions that may be imposed by……………………..(Name of the Company), for extending such support and that they are also severally or collectively authorized to sign such documents, writings as may be necessary in this connection.

Annexure-D

Illustration regarding applicability of liquidated damages on account of shortfall in Power Supply (Clause 6.7.2, Section VI of the RfS)

1. **System Availability:**

Under a 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 SLDC 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-28	1	250	0	250	1.00
01-May-28	2	250	0	250	1.00
01-May-28	3	240	0	250	0.96
01-May-28	4	240	0	250	0.96
01-May-28	5	235	0	250	0.94
01-May-28	6	235	0	250	0.94
01-May-28	7	240	0	250	0.96
01-May-28	8	240	0	250	0.96
01-May-28	9	0	0	0	NA
01-May-28	10	0	0	0	NA
01-May-28	11	0	0	0	NA
01-May-28	12	0	0	0	NA
01-May-28	13	0	0	0	NA
01-May-28	14	0	0	0	NA
01-May-28	15	0	0	0	NA
01-May-28	16	0	0	0	NA
01-May-28	17	0	0	0	NA
01-May-28	18	0	0	0	NA
01-May-28	19	0	0	0	NA
01-May-28	20	0	0	0	NA
01-May-28	21	0	0	0	NA
01-May-28	22	0	0	0	NA
01-May-28	23	0	0	0	NA
01-May-28	24	0	190	250	0.76
01-May-28	25	0	190	250	0.76
01-May-28	26	0	200	250	0.80
01-May-28	27	0	200	250	0.80
01-May-28	28	0	200	250	0.80
01-May-28	29	0	200	250	0.80
01-May-28	30	0	200	250	0.80
01-May-28	31	0	200	250	0.80
01-May-28	32	0	0	0	NA

01-May-28	33	0	0	0	NA
01-May-28	34	0	0	0	NA
01-May-28	35	0	0	0	NA
01-May-28	36	0	0	0	NA
01-May-28	37	0	0	0	NA
01-May-28	38	0	0	0	NA
01-May-28	39	0	0	0	NA
01-May-28	40	0	0	0	NA
01-May-28	41	0	0	0	NA
01-May-28	42	0	0	0	NA
01-May-28	43	12.5	0	12.5	1
01-May-28	44	245	0	250	0.98
01-May-28	45	240	0	250	0.96
01-May-28	46	240	0	250	0.96
01-May-28	47	235	0	250	0.94
01-May-28	48	240	0	250	0.96
01-May-28	49	250	0	250	1.00
01-May-28	50	250	0	250	1.00
01-May-28	51	250	0	250	1.00
01-May-28	52	0	0	0	NA
01-May-28	53	0	0	0	NA
01-May-28	54	0	0	0	NA
01-May-28	55	0	0	0	NA
01-May-28	56	0	0	0	NA
01-May-28	57	0	0	0	NA
01-May-28	58	0	0	0	NA
01-May-28	59	0	0	0	NA
01-May-28	60	0	0	0	NA
01-May-28	61	0	0	0	NA
01-May-28	62	0	0	0	NA
01-May-28	63	0	0	0	NA
01-May-28	64	0	0	0	NA
01-May-28	65	0	0	0	NA
01-May-28	66	0	0	0	NA
01-May-28	67	0	0	0	NA
01-May-28	68	0	0	0	NA
01-May-28	69	0	0	0	NA
01-May-28	70	0	0	0	NA
01-May-28	71	0	0	0	NA
01-May-28	72	0	0	0	NA
01-May-28	73	0	0	0	NA
01-May-28	74	0	0	0	NA
01-May-28	75	0	0	0	NA
01-May-28	76	0	0	0	NA
01-May-28	77	250	0	250	1
01-May-28	78	0	0	0	NA
01-May-28	79	0	0	0	NA
01-May-28	80	0	230	250	0.92
01-May-28	81	0	235	250	0.94

01-May-28	82	0	235	250	0.94
01-May-28	83	0	230	250	0.92
01-May-28	84	0	200	250	0.80
01-May-28	85	0	190	250	0.76
01-May-28	86	0	185	250	0.74
01-May-28	87	0	230	250	0.92
01-May-28	88	0	0	0	NA
01-May-28	89	0	0	0	NA
01-May-28	90	0	0	0	NA
01-May-28	91	0	0	0	NA
01-May-28	92	0	0	0	NA
01-May-28	93	0	0	0	NA
01-May-28	94	0	0	0	NA
01-May-28	95	0	0	0	NA
01-May-28	96	0	0	0	NA
Total		3905	3295	8025	29.7
		No of Block with Active Charging			20
		SYSTEM AVAIL ABILITY during Charging period			0.87

Note: For calculating the System Availability for day/month, schedule provided by Procure/SLDC to be considered. Shortfall in System Availability will be calculated as per below methodology. DSM / UI charges shall be treated separately as per applicable regulations and paid by BESSD.

If Buying Entity has scheduled for charging of BESS & discharge of BESS and BESSD has not charge & discharge the BESS according to schedule then TA will be calculated as TA= (X/Z)+(Y/Z) for that time block.

If Buying Entity has not scheduled for charging of BESS & discharge of BESS and if BESS performs charging or discharging then TA will be 0 (zero) for that time block

Any discharge/ injection to the grid without scheduling by Buying Entity is not allowed and will not be considered as discharge/ injection from BESS

i is the ith 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 = 0.87

Similarly, the System availability shall be calculated for 34,560 time-blocks (96*30*12) in a year (considering 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 = 250 MW, **C**
b. Quoted monthly Capacity charges = 2 lakhs/MW/month**, D**
c. Monthly system availability (as per procedure above) is calculated to be 0.87, **B**

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

1) Liquidated damages = (A – B) x C x D x 2

= (0.95-0.87) x 250 x 2x 2

= 80 lakhs

2. System Round Trip Efficiency (RtE)

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 as per Clause 6.7.1 of RfS.

System Efficiency = $\frac{\text{Total of Column (Y)}}{\text{Total of Column (X)}} = \frac{3295}{3905}$ = 0.84 (rounded off to 3 decimal place)

Assuming:

a. monthly System Efficiency = 0.837,
b. Total Monthly Drawl form Grid (Charging Power) = 41.1 MUs

Liquidated Damages is calculated @ APPC for excess loss of energy considering expected System Efficiency to be 85%

Excess conversion losses = (0.85-0.837)* Total Drawl from the grid in the month (i.e. Charging Energy)

Considering APPC= Rs. 4.0/kWh

Liquidated Damages for the month on account of less Round trip Efficiency (RtE) = Rs. 0.138x 41.1 x 4 = Rs. 16.44 Lakh

Total Liquidated Damages for the month = Rs.80 Lakh + Rs. 16.44 Lakh=Rs. 96.44 Lakh

Note: The above illustration has been provided for a sample monthly data, based on assumptions as indicated considering 250MW/500 MWh capacity. Actual calculations for liquidated damages will be made for the yearly data as per REA.

--**END OF SECTION------------------------------**