

**Request for Selection (RfS) Document for  
setting up of Project of 300 MW/1200MWh  
Standalone Battery Energy Storage System in  
Uttar Pradesh**

**For 12 years**

**Through**

**e-Tender and e-Reverse Auction  
Tender Specification no UPPCL/BESS/300 MW/  
1200 MWh/06/2024**

**Issued by:**

**UP Power Corporation Limited  
Shakti Bhawan Extn,  
Ashok Marg, Lucknow; Phone: 0522-2218297  
Email: ce.ppa@uppl.org**

**Date of issue: 12-08-2024**

## **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 UPPCL immediately. If no intimation is received from any bidder within **15 (Fifteen) 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).
2. Uttar Pradesh Power Corporation Limited (UPPCL) reserves the right to modify, amend or supplement this document.
3. This RfS document has been prepared in good faith, and on best endeavor basis. Neither UPPCL 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.

Place: Lucknow

Date: \_\_ - \_\_ -2024

## **BID INFORMATION SHEET**

The brief details of the RfS are as under:

<b>(A)</b>	<b>NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB</b>	1. Selection of Battery Energy Storage System Developers (BESSD) for Setting up of 1200 MWh (300 MW x 4 hrs) Battery Energy Storage System at identified load center in Uttar Pradesh for “on Demand” usage under Tariff-based Competitive Bidding 2. The Projects will be set up under “BOOT” model.				
<b>(B)</b>	<b>RfS NO. &amp; DATE</b>	UPPCL/BESS/300 MW/1200 MWh/06/2024 dated: __ - __ -2024				
<b>(C)</b>	<b>TYPE OF BIDDING SYSTEM</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">SINGLE BID SYSTEM</td><td style="width: 50%; text-align: center;"><input style="width: 80%;" type="text"/></td></tr> <tr> <td style="text-align: center;">TWO BID SYSTEM</td><td style="text-align: center;"><input style="width: 80%;" type="text" value="Yes"/></td></tr> </table>	SINGLE BID SYSTEM	<input style="width: 80%;" type="text"/>	TWO BID SYSTEM	<input style="width: 80%;" type="text" value="Yes"/>
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<b>(D)</b>	<b>TYPE OF RfS/ TENDER</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">E-TENDER</td><td style="width: 50%; text-align: center;"><input style="width: 80%;" type="text" value="Yes"/></td></tr> <tr> <td style="text-align: center;">MANUAL</td><td style="text-align: center;"><input style="width: 80%;" type="text"/></td></tr> </table>	E-TENDER	<input style="width: 80%;" type="text" value="Yes"/>	MANUAL	<input style="width: 80%;" type="text"/>
E-TENDER	<input style="width: 80%;" type="text" value="Yes"/>					
MANUAL	<input style="width: 80%;" type="text"/>					
<b>(E)</b>	<b>COMPLETION/ CONTRACT PERIOD</b>	As mentioned in RfS Document				
<b>(F)</b>	<b>DOCUMENT FEE/ COST OF RfS DOCUMENT (NON- REFUNDABLE)</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">APPLICABLE</td><td style="width: 50%; text-align: center;"><input style="width: 80%;" type="text" value="Yes"/></td></tr> <tr> <td style="text-align: center;">NOT APPLICABLE</td><td style="text-align: center;"><input style="width: 80%;" type="text"/></td></tr> </table> <p>Amount: INR 25,000/- (Indian Rupees Twenty-Nine Thousand Five Hundred Only) plus GST to be submitted through NEFT/ RTGS transfer in the account of UPPCL.</p>	APPLICABLE	<input style="width: 80%;" type="text" value="Yes"/>	NOT APPLICABLE	<input style="width: 80%;" type="text"/>
APPLICABLE	<input style="width: 80%;" type="text" value="Yes"/>					
NOT APPLICABLE	<input style="width: 80%;" type="text"/>					

(G)	<b>DOCUMENT PROCESSING FEE</b>	APPLICABLE	<input type="text" value="Yes"/>
		NOT APPLICABLE	<input type="text"/>
		Rs. 1 Lakh + GST to be submitted through NEFT/RTGS transfer in the account of UPPCL.	
(H)	<b>EARNEST MONEY DEPOSIT (EMD)</b>	Amount: INR 7,40,000/- (Indian Rupees Seven Lakh and Forty Thousand only) per MW to be submitted in the form of Bank Guarantee.	
(I)	<b>PERFORMANCE BANK GUARANTEE</b>	Yes, @ <b>INR 18,50,000/MW/Project</b> (Rupees Eighteen Lakhs and Fifty Thousand only/MW/Project),	
(J)	<b>DATE, TIME &amp; VENUE OF PRE-BID MEETING</b>	Uttar Pradesh Power Corporation Limited  14, Ashok Marg, Civil Lines, Lucknow, Uttar Pradesh 226001  3:00 PM, {Date}	
(K)	<b>OFFLINE &amp; ONLINE BID-SUBMISSION DEADLINE</b>	{Date} for online {Date} for offline documents	
(L)	<b>TECHNO-COMMERCIAL BID OPENING</b>	{Date} for Technical Bid {Date} for Commercial Bid	
(M)	<b>e-Reverse Auction (e-RA)</b>	Will be informed to eligible bidders. Date and time of e-RA shall be intimated through email.	
(N)	<b>CONTACT DETAILS OF Online Bid Portal</b>	<a href="https://www.bharat-electronictender.com">https://www.bharat-electronictender.com</a>	

(O)	<b>Name, Designation, Address and other details</b>  <b>(For Submission of Response to RfS)</b>	Sh. Deepak Raizada Chief Engineer (PPA)  Uttar Pradesh Power Corporation Limited  14, Ashok Marg, Civil Lines, Lucknow, Uttar Pradesh 226001 Contact No.: 011 24666220 Email: <a href="mailto:ce.ppa@uppcl.org">ce.ppa@uppcl.org</a>
(P)	<b>Details of person to be contacted in case of any assistance required</b>	Sh. Deepak Raizada Chief Engineer (PPA) Ph.: ..... <a href="mailto:ce.ppa@uppcl.org">ce.ppa@uppcl.org</a>

1. Bids must be submitted strictly in accordance with Section-2 and 3 of the RfS, depending upon Type of Tender as mentioned at Clause no. (D) of Bid Information Sheet.
2. Bidders are required to quote strictly as per terms and conditions of the RfS documents and not to stipulate any deviations/ exceptions.
3. Any bidder, who meets the Qualifying Requirement and wishes to quote against this RfS, may download the complete RfS document along with its amendment(s) and clarifications if any, from 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.
4. Clarification(s)/ Corrigendum(s) if any shall also be available on the above referred website.

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

## **SECTION 1.      INTRODUCTION & INVITATION FOR BIDS**

### ***1      Background & Introduction***

- 1.1      The Uttar Pradesh Power Corporation Limited (hereinafter called “UPPCL” or “Buying Entity”) has decided to carry out the bidding process for selection of the Bidder(s) to whom the contract may be awarded for setting up of 1200 MWh (300 MW x 4 hrs) Battery Energy Storage System at identified load centers in Uttar Pradesh for “on Demand” usage under Tariff-based Competitive Bidding under “BOOT” model.
- 1.2      With various global developments in technology and manufacturing, Renewable Energy (RE) has become the most affordable and cheapest source for meeting the energy requirements. Initial capacities have been successfully integrated to the grids so far, but with increasing penetration of RE in the energy mix, further capacity addition is expected to face issues due to variable nature and supply-demand mismatch.
- 1.3      The above aspects rightly point out to the next course of direction of India’s energy planning methodology-integrating Energy Storage Systems (ESS) with existing and upcoming RE capacity in order to optimize generation mix while also better utilizing the transmission infrastructure in the country. With respect to increasing the storage component in the energy mix, CEA’s Report on identification of usage of storage as business case and for ancillary services, identifies Pumped Hydro Storage System (PSP) and Battery Energy Storage Systems (BESS) as the commercially deployed solutions for providing requisite storage capacity. The CEA Study has revealed that the planning model selects the battery energy storage system from the year 2027-28 onwards and a Battery Energy Storage capacity of 8680 MW/34720 MWh (4-hour storage) is projected to be part of the installed capacity in 2022-27. This will be in addition to 7446 MW of Pumped Hydro Storage System envisaged to be a component of India’s installed capacity in 2022-27.
- 1.4      Going forward, the planning process for transition to a greener energy mix in the country would entail integrating the planned Renewable capacity into India’s energy grid while ensuring its safety and reliability. Apart from Pumped Hydro Storage Plants, BESS are envisaged to be significant element of the future grid with increased share of renewable energy in accordance with the target of 500 GW of non-fossil-based capacity to be installed by 2030. BESS assets can provide the required flexibility in generation apart from ensuring the resource adequacy. Besides, Energy Storage Systems also have the potential to enable better utilization of the country’s transmission network and reducing network infrastructure footprint.
- 1.5      UPPCL has decided to utilize energy storage systems, on a “On-Demand” basis, suited to its requirements during the peak and off-peak hours. In view of the above, UPPCL hereby wishes to invite proposals for setting up of Standalone Battery Energy Storage System (BESS), for a storage capacity of 1200 MWh (300 MW x 4 hrs). UPPCL shall enter into a Battery Energy Storage Purchase Agreement(s) (BESPA(s))

with the successful Bidders selected based on this RfS, for providing Energy Storage facility to UPPCL as per the terms, conditions and provisions of the RfS and BESPA.

- 1.6 Battery Energy Storage System Developers (hereinafter referred to as BESSDs) selected by UPPCL based on this RfS, shall set up the BESS on Build Own Operate Transfer (BOOT) basis in accordance with the provisions of this RfS document and standard BESPA. BESPA documents are available for download from the portal <https://www.bharat-electronictender.com>.

- 1.7 The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. available if any for such Projects. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all Bidders at the time of tendering itself, it is up to the Bidders to avail various tax and other benefits. No claim shall arise on UPPCL for any liability if Bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff. UPPCL 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.

- 1.8 Guidelines for Implementation of the RfS

This RfS document has been prepared based on the Guidelines for “**Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services**”, issued by Ministry of Power vide Gazette Notification dated 10.03.2022 and subsequent amendments and clarifications issued thereto until the bid submission deadline for this RfS.

- 1.9 Capital Subsidy

As per Clause 11.2 of the UPNEDA Solar Policy 2022, Capital State Subsidy of Rs 2.50 Crore per megawatt will be provided to Utility scale solar power projects set up with 4 hours battery storage system of 05 megawatt capacity or above and standalone battery storage system (energized by solar energy only) for sale of power to Distribution licensee/ UPPCL.

The disbursement of above said Capital Subsidy will be as per the schedule attached at **Annexure F**.

## 2 *Invitation for Bids*

- 2.1 A Single Stage, Two-Envelope Competitive Bidding Procedure will be adopted and will proceed as detailed in this document. The respective rights of UPPCL and the Bidder/BESSD shall be governed by the RfS Documents/Agreements signed between UPPCL and the BESSD.
- 2.2 Interested bidders have to necessarily register themselves on the portal <https://www.bharat-electronictender.com> (“Portal” or “ETS portal”) through M/s Electronic Tender.com (India) Pvt. Limited to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s Electronic Tender.com (India) Pvt. Limited, New Delhi to complete the registration formalities. Contact details of ISN-ETS Portal is mentioned on the Bid Information Sheet. All required documents and formalities for registering on Portal are mentioned in the subsequent RfS documents.

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

For proper uploading of the bids on the 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 portal directly, as and when required, for which contact details are also mentioned on the Bid Information Sheet. UPPCL in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of the Bidding Documents.

- 2.3 Bidders should submit their bid proposal complete in all aspect on or before last date and time of Bid Submission as mentioned on Portal (<https://www.bharat-electronictender.com>), UPPCL website <http://www.uperergy.in> and as indicated in the Bid Information Sheet.
- 2.4 Bidder shall submit bid proposal along with non-refundable RfS Document Fees and Bid Processing Fees and Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Bid proposals received without the stipulated RfS Document Fees, Bid Processing Fees and EMD, will be rejected. **In the event of any date indicated being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein.**
- 2.5 RfS documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from the Portal or from UPPCL’s website. It is mandatory to download official copy of the RfS Document from Electronic Tender System Portal to participate in the Tender. Any amendment(s)/corrigendum(s)/clarification(s) with respect to this RfS shall be uploaded on ISN-ETS website. The Bidder should regularly check for any



Amendment(s)/Corrigendum(s)/Clarification(s) on the above mentioned ISN-ETS website. The same may also be uploaded on UPPCL website also. However, in case of any discrepancy, the information available on ISN-ETS website shall prevail.

- 2.6 In case the RfS provides provision for multiple bids by a common bidder, then separate Bid Processing Fees and Document Fees shall be furnished for all the bids as listed out in the RfS along with the response to RfS. Kindly refer the Clause of Bid Information Sheet for details.
- 2.7 UPPCL shall conduct e-Reverse Auction (e-RA) as per provisions of RfS documents.
- 2.8 UPPCL reserves the right to cancel/ withdraw/ defer this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

## **2.9 Interpretations**

- a. Words comprising the singular shall include the plural & vice versa.
- b. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
- c. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
- d. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
- e. The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

## SECTION 2. SPECIAL CONDITIONS OF CONTRACT

### **3** *Scope of Work*

- 3.1 Under this RfS, the BESSD shall be required to set up a Battery Energy Storage System (BESS), with the primary objective of making the energy storage facility available to UPPCL for charging/discharging of the BESS, on an “on demand” basis. Detailed criteria for performance are elaborated in Clause 8 of the RfS.
- 3.2 Setting up of the BESS and interconnection of the BESS with the Intra-state network will be under the scope of the BESSD. This RfS is technology agnostic on the nature of battery storage system being opted by the BESSD, as long as it meets the definition of BESS under this RfS and the required performance criteria under the RfS and BESPA.
- 3.3 The BESS may be charged by any source of energy (“BESS charging source”), including conventional energy sources. Ownership of such energy source is not mandatory to be held by the BESSD. For the capacity under contract, Charging and discharging of the system will be under the scope of the UPPCL.
- 3.4 After the expiry of the Term of the BESPA, the Project will be transferred to UPPCL in working condition with defined energy throughput at the end of the term on a “as is where is” basis, in line with the provisions of the BESPA.

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

- 4.1 Selection of BESS Projects for a capacity of 300 MW X 4 Hrs will be carried out through e-bidding followed by e-Reverse Auction process.
- 4.2 Selection of Project Developers will be carried out based on the Contracted Capacity quoted by the Bidders. In this context, the term “Project” used anywhere in the RfS and BESPA, will solely mean the BESS, set up by the BESSD to make available the Contracted Capacity as agreed to in the BESPA.
- 4.3 For a specified Contracted Capacity, any oversizing of the BESS over the minimum rated Energy capacities required under this RfS is left to the discretion of the BESSD. However, it is to be noted that, at the time of commissioning, rated capacity of the BESS (Power and Energy) to be installed as indicated in the BESPA, will be verified.

### **5** *Maximum Contracted Capacity Allocation for a Bidder and Minimum Bid Capacity*

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

- 5.1 Projects of 1200 MWh (300 MW x 4 hrs) capacity to be set up at the identified locations. A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a Contracted Capacity of **one project, (300MW/1200 MWh)** in the prescribed formats.

Provided that the minimum bid capacity that can be offered by a bidder is 50 MW, and the maximum bid capacity is 300 MW. However, any capacity between 50 MW and 300 MW must be quoted in multiples of 50 MW. This means bidders can only quote capacities of 50 MW, 100 MW, 150 MW, 200 MW, 250 MW, or 300 MW. Any bidder quoting a capacity other than the specified multiples will have their bid 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.

- 5.2 The evaluation of bids shall be carried out as described in Section-5 of RfS. The methodology for Allocation of Projects is elaborated in Section-5 of RfS.
- 5.3 Subject to the exception as per Clause 5.1 above, multiple bids from same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.

## **6 Project Location**

- 6.1 The Project capacity of 1200 MWh shall be located in the vicinity of available Substation of the Intra-state network. Land identification and allocation for the Projects will be under scope of the UPPTCL owning the identified substation. Land will be provided on lease/right-to use basis to the BESSD through suitable agreement with the UPPTCL, and the same shall be facilitated by UPPCL. Project land details are enclosed herewith at Annexure-E.

The L1 Bidder as discovered after the e-Reverse Auction, shall have the first right followed by other bidders based on ranking, to select a location for its allocated Project, from the multiple locations offered in the Rfs.

- 6.2 The above land area at identified Substation will be handed over to the BESSD within 60 days from Effective Date of the BESPA. In case of any delay in providing clear possession of the identified land to the BESSD, the Financial Closure and Commissioning milestones will be suitably extended.

## **7 Connectivity with the Grid**

- 7.1 The Project should be designed for interconnection with the STU Substation in accordance with the prevailing CERC/UPERC regulations in this regard. For interconnection with the grid and metering, the BESSD shall abide by the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other Regulations/Procedures (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA). Minimum voltage for interconnection at the Intra-state transmission system shall be 132 kV. BESSD shall also comply with the requirements of relevant authority regarding charging and synchronization.
- 7.2 The Project shall be interconnected to the identified UPPTCL Substation in Uttar

Pradesh. Necessary applications for grant of connectivity will be required to be made by the BESSD. All the requisite costs associated with obtaining connectivity shall be borne by the BESSD.

**\*Important Notes:**

- (i) For any clarifications on the above, bidders may contact the STU in this regard. Regarding availability of connectivity at the substation, data as made available by STU shall be final and binding.

- (ii) Bidders must make note of the information pertaining to bay availability at the substation.
  - (iii) Tentative coordinates of the Interconnection Point may be obtained from the STU.
- 7.3 The maintenance of Transmission system up to the interconnection point shall be responsibility of the BESSD, to be undertaken entirely at its cost and expense. The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the Project up to and including at the Interconnection Point will be borne by the BESSD. For transmission of power during charging/discharging of the BESS, Intra-state transmission charges and losses applicable as per the regulations, will be borne by the UPPCL. All expenses including wheeling charges and losses in relation to the transmission and distribution beyond the Metering Point shall be borne by the UPPCL. Arrangements shall be put in place prior to commissioning of project as regards the methodology for billing these expenses directly to the UPPCL. Applicability of Intra-state charges and losses on charging and discharging power shall be governed as per the extant regulations.
- 7.4 Metering arrangement of each project shall have to be adhered to in line with relevant clause of the BESPA.
- 7.5 The BESSD shall comply with UPERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable. The scheduling of the power to/from the project as per the applicable regulation shall be decided by the UPPCL. However, any DSM penalties due to violation of the schedule of charging or discharging of the BESS at BESS end shall be on account of the BESSD. In order to remove potential discrepancies and ambiguities, the BESSDs are hereby instructed that, as part of scheduling of power to/from the Project, they will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces of the SLDC concerned for the corridor of power flow, as per the Regulations in force, under intimation to UPPCL. UPPCL may facilitate in identification of any discrepancy and assist the BESSD for its early rectification without any liability on it.
- 7.6 DSM penalties, if any, shall be levied separately on the BESSD and UPPCL as applicable, at their respective ends for the charging and discharging activities.
- 7.7 Reactive power charges shall be on account of the UPPCL/BESSD as applicable, at their respective ends during charging and discharging, as per UPERC/CERC regulations.
- 7.8 The BESSD shall be required to follow the Procedure for Grant of connectivity to Intrastate transmission system issued by UPERC as well as other Regulations issued by UPERC/CEA as amended from time to time. The BESSDs will be required to apply for connectivity at the identified substation within 30 days of issuance of LoAs, and shall furnish copies of the application as well as granted connectivity, to UPPCL at the earliest. In case the BESSD fails to obtain the connectivity at a Substation

identified by the Bidder, the same shall be immediately notified by the BESSD to UPPCL. At least 30 days prior to the proposed commissioning date, the BESSD shall be required to submit the Connection Agreement signed with the STU.

## **8 Performance Criteria of the Project**

### **8.1 Project performance parameters**

- a. The Contracted Capacity of the Project shall be in terms of “MW”. UPPCL’s obligation shall be for off-take of **100%** of the Contracted Capacity. Contracted Capacity will be equal to 100% of the Project Capacity set up under the BESPA, which will be off taken by UPPCL.
- b. For a Project Capacity of 300 MW/1200 MWh, Contracted Capacity shall be 300 MW/1200 MWh under the BESPA. Accordingly, for the Contracted Capacity of 300 MW, the BESPA shall entitle the off-taker to schedule discharge upto 1200 MWh of energy from the BESS in each cycle, subject to the following:
  - i. The UPPCL 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 200 MW/800 MWh, assuming an RtE of 95%, UPPCL shall supply charging power to the tune of 842.11 MWh, to expect a discharge of 800 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 elsewhere under in this Clause.
  - iii. Contract capacity shall be the project capacity at delivery point. UPPCL shall provide the charging energy factoring the RtE, as per specified RtE in RfS
- c. Power rating of a 1200 MWh (300 MW x 4 hrs) BESS will be 300 MW, i.e., the maximum value of the active Output and Input Power at the Delivery Point. The Energy rating of 1200 MWh of the system will be the dispatchable capacity at COD of the system, as measured at the Metering Point. Terms and definitions of terminologies related to BESS shall be as defined in IEC 62933-2-1.
- d. The BESSD shall make the BESS available for 1 operational cycle per day, i.e. 1 complete charge-discharge cycles per day subject to the Clause 4.4.1 of the BESPA.

Provided that UPPCL, at its discretion, can split the discharge of the stored energy into one or two sessions, but not more than two.

It is hereby clarified that the BESS should be designed to provide a maximum of 4 hours of discharging capacity. However, UPPCL, at its sole discretion, can schedule the discharging of the BESS in one or two sessions each day.

**Illustration:**

Sr. No.	Session – 1	Session – 2
1	4 hours	-
2	3 hours	1 hour
3	2 hours	2 hours
4	1 hour	3 hours

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

- i. The procurement shall be in power (MW) terms. The BESSD shall install, operate and maintain the BESS to offer facility to the UPPCL to charge and discharge the BESS on an “on demand” basis. The BESSD shall guarantee a **minimum system availability of 95%** on annual basis. The BESSD shall pay the liquidated damages for such shortfall and shall duly pay such damages to UPPCL under BESP. Amount of such liquidated damages shall be twice the Capacity Charges for the capacity not made available.
- ii. Availability of the Project shall mean the ability of the BESS to execute a function i.e. charging or discharging, when called upon to do so, as per the schedule or signal provided by the off-taker, subject to the minimum system ratings specified herein. In addition, the BESSD shall also demonstrate, on monthly basis, 100% of the minimum dispatchable Capacity of the BESS as required under Clause 8.1.e.iv below.

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

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

where,

System Availability in a time-block =

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

where

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

measurement at the Main ABT Meter at the Point of Interconnection.

- iii. The BESSD shall guarantee AC to AC **roundtrip efficiency (RtE)** of system on monthly basis. The BESSD shall be liable for Liquidated Damages to the off-taker, if any, on account of excess conversion losses, based on the following conditions:
- (a) For  $70\% \leq \text{RtE} < 85\%$ , there shall be a liquidated damage @ APPC charge of previous financial year of the Discoms of excess conversion losses considering system  $\text{RtE} = 85\%$ ;
  - (b) For  $\text{RtE} < 70\%$ , there shall be a liquidated damage levied @ APPC charge of previous financial year of the Discoms of excess conversion losses considering system  $\text{RtE} = 85\%$  and tariff payment for the corresponding month shall not be made to the BESSD

**System Roundtrip Efficiency =**

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

Where,

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

$D \neq 0$ ;

$D \leq 2 \times \text{Ebess} \times (\text{MDn-1} - (\text{MDn-1} - \text{MDn}) \times j/12)/$

$\text{RtEg}$ ; Ebess refers to Energy Rating specified in Clause

8.1.b. 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 8.1.e.iv. below);

MDn refers to minimum guaranteed dispatchable energy at the end of the current year;  $\text{RtEg}$  refers to the guaranteed Round-Trip Efficiency under the BESPA;

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

**Note:**

- The Scheduled capacity shall be subject to the System Power Rating specified in Clause 8.1.a. above.
- The BESSD shall take separate, metered connection for the Auxiliary Power load of BESS.

- 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:



Year	Min. Dispatchable Capacity at the end of Year (as a % of Capacity at the Beginning of Life/COD)
1	97.5%
2	95.0%
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 UPPCL shall, in accordance with Applicable Laws and Regulations thereunder, issue instructions to the BESSD for despatch of electricity to the Grid during such period and in such volume as it may specify in its instructions.
- 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.

For operational purposes, Operational Window may be decided as mutually agreed between the BESSD and the off-taker. It is clarified that discharge of BESS shall take place subject to the transmission constraints at the substation.
- viii. In addition to above, the BESSD shall also submit Available energy Test Report 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 (to ensure annual guaranteed system ratings), if and when required, up to the Term of the Contract. Outage time as a result of replacement will also be counted as an "Accountable BESS Outage" for the purpose of computing BESS Availability.
- e. Pursuant to the provisions above, the BESSD shall plan the despatch 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/UPERC Standards for connectivity, metering, communication with the grid operators, etc

## **8.2 Shortfall in meeting Performance Criteria**

Following provisions shall be applicable on the Contracted Capacity guaranteed to be offtaken by UPPCL:

Subsequent to COD of full Project Capacity, in case the annual Availability demonstrated by the BESSD is less than the minimum as specified above, such shortfall in performance shall make the BESSD liable to pay the liquidated damages provided in the BESPA to UPPCL.

Liquidated damages on account of shortfall in meeting the performance criteria will be computed as follows:

$$\text{Liquidated damages} = (A - B) \times C \times D \times n \times 2$$

where,

A is Guaranteed Annual Availability as per Clause 8.1.d.i. above;

B is Actual Annual System Availability, as calculated as per Clause 8.1.d.ii. above;

C is BESS Power Capacity;

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

n is the no. of months.

In case the BESSD fails to meet the monthly RtE demonstration as per Clause 8.1.d.iii above, additional Liquidated Damages for the unavailability of the required minimum RtE shall be applicable for the entire month.

However, this damage shall not be applicable in events of Force Majeure identified under the BESPA with UPPCL, affecting the availability of the system. An illustration to this effect is enclosed at Annexure-D.

## **9 *Commissioning of Projects***

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

### **9.1 Part Commissioning**

Part commissioning of the Project, without prejudice to the imposition of liquidated damages in terms of the BESPA, on part which is not commissioned, shall be accepted by UPPCL subject to the condition that minimum part commissioning capacity for the

1st part will be 50% of the project capacity. The total number of instalments in which a Project can be commissioned will be not more than 2.

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 21.3 of the RfS.

## **9.2 Commissioning Schedule and Liquidated Damages Not Amounting to Penalty for Delay in Commissioning**

- a. The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on 18 months from the Effective Date of BESPA (for e.g. if Effective Date of the BESPA is 05.07.2022, then SCD shall be 05.01.2024).
- b. The maximum time period allowed for commissioning of the full Project Capacity with applicable liquidated damages, shall be limited to the date as on 9 months from the SCD or the extended SCD (if applicable).
- c. In case of delay in commissioning of the Project beyond the SCD until the date as per Clause 9.2.b. above, as part of the 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 example, in case of a Project Capacity of 300 MW capacity, if commissioning of 100 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be:  $\text{PBG amount} \times (100/300) \times (18/270)$ . For the purpose of calculations of the liquidated damages, 'month' shall be considered consisting of 30 days.
- d. As an alternative to the above encashment of PBG/POI, the BESSD may choose to make a payment of the amount corresponding to the liquidated damages, directly to UPPCL. The BESSD shall intimate to UPPCL, its chosen alternative out of the two options, within 3 business days of intimation of the liquidated damages to the Developer, as calculated by UPPCL. In case no response is received from the BESSD until the lapse of the above deadline, UPPCL shall encash the PBG/POI for the amount as per the liquidated damages. In case the Developer chooses to make necessary payments in lieu of the liquidated damages, the said payment shall be credited to UPPCL's account through NEFT payment, no later than 5 business days from the above intimation by the BESSD. In case of non-payment by the developer within the above deadline, the PBG will be encashed by UPPCL on the next business day.
- e. In case Commissioning of the Project is delayed beyond the date as per Clause 9.2.b above, the BESPA capacity shall stand reduced/amended to the Project Capacity commissioned and the BESPA for the balance capacity will stand terminated and shall be reduced from the selected Project Capacity.
- f. It is clarified that for the purpose of commissioning, the Project Capacity shall refer to the rated capacity of the Energy Storage System as declared by the BESSD in the BESPA. Any reduction in the Project Capacity on account of Clause 9.2.d. above, will have no bearing on the obligation of the BESSD to provide the Contracted Capacity as per the BESPA.
- g. It is to be noted that delay in commissioning / operationalization of the ESS charging source shall not be admissible among the factors warranting an extension in SCD of the Project.

## ***10 Delay in Commissioning on Account of Delay in readiness of Intra-state Transmission system evacuation infrastructure/Grid Access Operationalization***

Subsequent to grant of connectivity, in case there is a delay in readiness of the substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the STU network until SCD of the Project, or delay in grant/operationalization of Grid Access, and it is established that:

- i. The BESSD has complied with the complete application formalities as per Clause 7.9 above,
- ii. The BESSD has adhered to the applicable Regulations/Procedures in this regard as notified by the UPERC/STU, and
- iii. The delay in grant of connectivity by the STU and/or delay in readiness of the substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the Intra-state Transmission System network, is a factor attributable to the STU/transmission licensee and is beyond the control of the BESSD;

The above shall be treated as delays beyond the control of the BESSD and SCD for such Projects shall be revised as the date as on 30 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of the Grid Access. Decision on requisite extension on account of the above factor shall be taken by UPPCL.

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

## ***11 Early Commissioning***

The BESSD shall be permitted for part/ full 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 UPPCL shall purchase the capacity from such early commissioned Project at the BESPA charges (for the Contracted Capacity), only in case the UPPCL agrees to purchase the capacity at an earlier date, and at the BESPA tariff.

In case UPPCL 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 UPPCL, 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 UPPCL. Such intimation regarding consent to procure BESS capacity from early commissioning shall be provided by UPPCL within 15 days of receipt of the request being made by the BESSD, beyond which it would be considered as deemed refusal.

In case of BESSD sales storage capacity to third party, then UPPCL shall not be

responsible for providing charging power.

If the BESS capacity is not off taken by the UPPCL upon early part/ full commissioning, BESED shall arrange for any augmentation of the Battery capacity to meet the capacity criteria mentioned at the time of SCD (i.e. dispatchable capacity on SCD date shall be 100% of the contracted capacity) and to maintain the capacity at the end of every year as indicated in Clause 8.1(e). iv. of the RfS. Subject to the provisions of the BESPA, in case of early commissioning, if BESSD sells any capacity to a third party, the BESSD will have to again demonstrate 100% of Contracted Capacity (as per the Commissioning Procedure) to UPPCL from the date of commencement of off-take of capacity by UPPCL.

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

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

Interested bidders have to download the official copy of RfS & other documents after login into the ISN-ETS portal by using the Login ID & Password provided by ISN-ETS during registration (Refer Annexure - C). 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.

#### **13 *Cost of Documents***

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 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 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.

**Bids submitted without cost of the RfS document or Bank Guarantee/Payment on Order Instrument against Earnest Money Deposit (EMD) (including partial submission of any one of the respective amounts), may be liable for rejection by UPPCL.**

MSMEs (Micro, Small and Medium Enterprises) registered under NSIC/DIC/Udyog Aadhar Only are exempted from submission of Cost of RfS Documents, Bid Processing and Fee.

#### **14 *Project Scope & Technology Selection***

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

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

Please refer Clause 7 of the RfS.

#### **16 *Clearances Required from the Central/State Government and Other Local Bodies***

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

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

- b. Not Used.
- c. Approval for water from the concerned authority (if applicable) required for the Project.
- d. Any other clearances as may be legally required, in order to establish and operate the Project.

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

The BESSD shall be required to follow the applicable rules regarding project registration with the State Nodal Agency in line with the provisions of the applicable policies/regulations of the Uttar Pradesh where the Projects are being located. It shall be the responsibility of the BESSD to remain updated about the applicable charges payable to the SNA under the respective State Solar Policy.

Note: The BESSD should apply for all the necessary approvals, permits and clearances not more than 90 days from the Effective Date of the BESPA, which shall be complete in all respects, incorporating the clarifications/changes as required by the concerned authorities. The above timeline shall be adhered to, in order to examine cases where the BESSD faces delay in grant of the necessary approvals and permits, for a period substantially greater than the standard period of grant of approval by the respective organizations.

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

- 17.1 Earnest Money Deposit (EMD) of **INR 7,40,000 / MW** (Rupees Seven lakh and Forty Thousand only/MW) per Project in the form of Bank Guarantee according to Format 7.3A and valid for 09 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.
- 17.2 The Bidder shall furnish the Bank Guarantees towards EMD from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

The EMD shall be valid as per the timelines stipulated above. However, shortfall in the EMD validity, if any, up to a period of seven (7) days shall be acceptable. Further, an

additional shortfall only in the following cases shall be acceptable: If the bidder has submitted the EMD with validity as per original bid submission date or as per any revised submission date, and if the deadline for submission of bids has been extended further, the Bid Guarantee shall be acceptable provided, the EMD is valid for more than two months from the actual date of bid submission and the Bidder submits the EMD extension for the requisite period within seven days from the date of actual bid submission, if required.

- 17.3 UPPCL has agreed to accept the EMD in the form of an unconditional and irrevocable Bank Guarantee or the cash deposit (NEFT/RTGS) with the clear position intimated to the bidder that the EMD Bank Guarantee or cash deposit (NEFT/RTGS) shall be encashable for being appropriated by UPPCL.

**17.4 Forfeiture of EMD:**

The BG/cash deposit towards EMD shall be encashed by UPPCL 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, UPPCL offers to execute the BESPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 21 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 PBG/POI in accordance with Clause 18 of the RfS
- 17.5 **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 UPPCL 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 17.1 above, for the amount and validity period as per those Clause 17.1 above.

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

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

- 18.1 Bidders selected by UPPCL based on this RfS shall submit Performance Bank Guarantee(PBG) for a value @ **INR 18,50,000/MW/Project** (Rupees Eighteen Lakhs and Fifty Thousand only/MW/Project), prior to signing of BESPA. It may be noted



that successful Bidders shall submit the PBG according to the Format 7.3B with a validity period upto (& including) the date as on 12 months after the Scheduled Commissioning Date of the Project. Upon receipt and after successful verification of the total PBG in the acceptable format, the BG submitted towards EMD shall be returned by UPPCL to the successful Bidder.

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

**Note:** The PBGs are required to be submitted in the name of the entity signing the 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 within the above prescribed deadline, if the bidder chooses to do so, and the same shall be replaced by the PBG issued in the name of the SPV, prior to signing of BESPA.

- 18.3 The BESSD shall furnish the PBG from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI). In case of the Project being implemented through an SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in Clause 38.3 of the RfS.

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

- 18.5 UPPCL 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 UPPCL in terms of the guarantee as in the case of appropriation of the cash deposit lying with UPPCL.

- 18.6 The selected Bidder for the Project selected based on this RfS is required to sign BESPA with UPPCL within the timeline as stipulated in Clause 21 of the RfS. In case, UPPCL offers

to execute the BESPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 21 of the RfS, or does not execute the BESPA within the stipulated time period, then the Bank Guarantee equivalent to the amount of the EMD shall be encashed by UPPCL from the Bank Guarantee available with UPPCL (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..

- 18.7 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.

- 18.8 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/BESSDs.
- 18.9 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.
- 18.10 After the bidding process is over, UPPCL shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 15 days after the completion of e-Reverse Auction. The PBG shall be returned to the BESSD within 9 months from the COD of the Project, after taking into account any liquidated damages due to delays in commissioning as per Clause 9 and 10 of the RfS.
- 18.11 **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 UPPCL within the provisions of RfS/BESPA. This instrument would have to be furnished as per Format 7.3 C of the RfS, within the timelines as per Clause 18.1 above, for the amount and validity period as per those Clause 18.1 above. In case the BESSD chooses to submit POI, delay in submission of the POI beyond the timeline stipulated at Clause 18.1 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)”.

## **19 Payment Security Deposit**

- 19.1 *Note used*

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

- 20.1 UPPCL 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 UPPCL and the BESSD is available on ISN-ETS Portal. The BESPA shall be signed within 90 days of issuance of LoAs, if not extended by UPPCL. Subsequent extension in this timeline shall be finalized as mutually agreed by UPPCL and the BESSD. BESPA will be executed between UPPCL and selected bidder or its SPV separately for each Project.
- 20.2 Not used.
- 20.3 The BESPA shall be valid for a period of 12 years from the SCD of the Project or the date of full commissioning of the Project, whichever is later. Any extension of the BESPA period beyond the term of the BESPA shall be through mutual agreement between the BESSD and UPPCL.

- 20.4 The Performance Bank Guarantee as per Clause 18 above, shall be submitted by the BESSD prior to signing of BESPA. Before signing of BESPA between UPPCL and the BESSDs, UPPCL 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.
- 20.5 Successful bidders will have to submit the required documents to UPPCL within 70 days from the issue of LoA. In case of delay in submission of documents beyond the 70 days as mentioned above, UPPCL 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 as on 90 days from the date of issue of LoA, irrespective of the date of signing of BESPA (for example, if the date of LoA is 07.03.2022, the Effective Date will be 05.06.2022). In extraordinary cases of unavoidable delay on the part of UPPCL in signing the BESPA, the effective date of BESPA shall be the date of signing of BESPA.
- 20.6 The BESSD will be free to replenish the battery capacity from time to time during the Term of the BESPA at its cost and expense to meet the performance criteria. However, UPPCL 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 provisions of the BESPA.

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

- 21.1 The Projects shall achieve Financial Closure within the date as on 12 months after the Effective Date of the BESPA (for e.g. if Effective Date is 05.06.2022, the above deadline will be 05.06.2023).
- 21.2 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 documents 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.
- 21.3 Checklist of documents to be submitted at this stage is provided at Annexure-B of the RfS.
- 21.4 In case of default in achieving above condition as may be applicable within the stipulated time, UPPCL 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 SCD of the Project. Subsequent to the completion of deadline for achieving financial closure, UPPCL 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- UPPCL 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 UPPCL. Interest on account of delay in deposition of the above mentioned charges or on any subsequent extension sought, shall be levied @ one year SBI MCLR rate /annum on pro-rata basis. Any extension charges paid so, shall be returned to the BESSD without any interest on achievement of successful commissioning within the SCD, on pro-rata basis, based on the project capacity commissioned as on SCD.

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

## ***22 Land Arrangements for the Project***

- 22.1 Land identification and possession shall be in line with Clause 6 of the RfS, and UPPCL shall facilitate in grant of land to the BESSD.
- 22.2 The BESSD shall submit documents/Lease Agreements to establish possession/right to use the required land area in the name of the BESSD for a period not less than the complete term of the BESPA, on or before the SCD. Wherever leasing of private land is involved, the lease should allow transfer of land lease rights to the lenders or Buying Utility, in case of default of the BESSD.
- 22.3 The BESSD shall submit a sworn affidavit from its authorized signatory, listing the details of the land and certifying that total land required for the Project is under clear possession of the BESSD.
- 22.4 With respect to demonstration of land possession by the BESSD, commissioning of the Project will not be allowed until the demonstration of land possession by the BESSD in terms of this Clause and Clause 9 of the RfS. 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 BESPA, SCD shall be suitably extended.

## ***23 Commercial Operation Date (COD)***

In case of part commissioning, Commercial Operation Date (COD) will be declared only

for that part of Project Capacity. COD shall be the next day after the date of commissioning of the Project, as indicated on the Commissioning Certificate, upon successful commissioning of the full capacity of the Project or the last part capacity of the Project as the case may be, as declared in line with the commissioning procedure as provided in the BESPA. Similarly, for each part commissioning, COD will be the nextday after actual date of commissioning of the respective part capacity.

The BESSD shall obtain necessary charging and safety clearances from the Central Electricity Authority prior to commissioning of the Project. The 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 UPPCL under this scheme and developers will be free to make short-term sale to any organization or individual. UPPCL may agree to buy this capacity if they find it viable outside this RfS.

## **24 Modifications in Controlling Shareholding**

- 24.1 The BESSD shall indicate its shareholding in the company indicating the controlling shareholding before signing of BESPA with UPPCL.
- 24.2 No change in controlling shareholding of the Bidding Company or Bidding Consortium shall be permitted from the date of submission of response to RfS till the execution of the BESPA. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

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

- a. Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.
  - b. Conversion of CCDs, CCPs etc. already issued to existing shareholders.
  - c. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of BESPA), insolvent, insane of existing shareholders.
  - d. Transfer of shares within the members of Immediate Promoter Group only.
  - e. Transfer of shares to IEPF.
  - f. Issue of Bonus Shares.
- 24.3 In case of Project being executed through SPV: The successful Bidder executing the project, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the BESPA, shall not fall below 51% at any time prior to COD of the Project. In the event the successful Bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the BESPA, shall not fall below 51% at any time prior to COD. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- 24.4 In case of the selected Bidder itself executing the BESPA, it shall ensure that controlling shareholding of the bidding company remains unchanged until the COD. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

- 24.5 In case of companies having multiple promoters (but none of the shareholders having more than 50% of voting rights and paid up share capital), it shall be considered as a company under joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained upto the COD.
- 24.6 Any change in the shareholding after COD can be undertaken under intimation to UPPCL. Transfer of controlling shareholding of the company developing the project within the same group of companies will however, be allowed after Project commissioning with the permission of UPPCL, subject to the condition that, the management control remains within the same group of companies.
- 24.7 In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh BESPA with a new entity, an amount of INR 10 Lakh per Project +18% GST per Transaction as Facilitation Fee (non-refundable) shall be deposited by the BESSD to UPPCL.

## ***25 Instructions to Bidders for Structuring of Bid Proposals in Response to RfS***

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

- a. Covering Letter as per **Format 7.1**.
- b. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as **Format 7.2**.

In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this clause. Provided that such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

- c. Bank Guarantee/ Payment on Order Instrument (POI) against Earnest Money Deposit (EMD) as per **Format 7.3 A/7.3 D**.
- d. Board Resolutions, as per prescribed formats enclosed as per **Format 7.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
  - i. Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Projects and to sign the BESPA with UPPCL. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement.
  - ii. Board Resolution from the Bidding Company committing 100% (One Hundred

- Percent) of the equity requirement for the Project/ Board Resolutions from each of the Consortium Members together in aggregate committing to 100% (One Hundred Percent) of equity requirement for the Project (in case of Bidding Consortium); and
- iii. Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.
  - e. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 7.5** along with Board resolution from each Member of the Consortium for participating in Consortium.
  - f. Format for Financial Requirements as per **Format 7.6** along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder.
  - g. Undertaking regarding no wilful default and no major litigation pending as per **Format 7.7**.
  - h. A disclosure statement as per **Format 7.8/7.8A** regarding participation of any related companies in the bidding process.
  - i. Format for Technical Criteria as per **Format 7.9** (to be filled out separately for each Project).
  - j. Declaration by the Bidding Company / Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per **Format 7.10** (to be filled out separately for each Project).
  - k. **Attachments**
    - i. Memorandum of Association, Article of Association needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Standalone Battery Energy Storage System development.
      - In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted prior to signing of BESPA, if the bidder is selected as Successful bidder.
      - If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development has to be submitted prior to signing of BESPA.
    - ii. Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium. In case of AIF, registration certificate issued by SEBI would be required.
    - iii. A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within 30 days prior to the last date of bid submission. UPPCL reserves the right to seek additional information relating to shareholding



in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that RfS conditions have been complied with and the bidder will ensure submission of the same within the required time lines.

- iv. Certified copies of annual audited accounts for the last financial year, i.e. FY 2020-21, and provisional audited accounts, along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable), shall be required to be submitted.
  - v. Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.
- l. Covering letter of the Financial bid as per **Format - 7.12**.
  - m. Break-up of the Preliminary Estimate of Cost of Project as per **Format 7.13** (separately for each project).

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

- 26.1 Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- 26.2 The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted online will be verified before signing of BESPA in terms of Clause 21 of the RfS.
- 26.3 If the Bidder/Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, UPPCL reserves the right to reject such response to RfS and/or cancel the Letter of Award, if issued, and the Bank Guarantee/POI provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfS.
- 26.4 If the event specified at 27.3 is discovered after the Effective Date of BESPA, consequences specified in BESPA shall apply.
- 26.5 Response submitted by the Bidder shall become the property of the UPPCL and UPPCL 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 18 of the RfS.
- 26.6 All documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/ Addenda, BESPA submitted online must be digitally signed by the person authorized by the Board as per Format 7.4. The documents submitted online but not required to be submitted off-line shall be considered as authentic true copies of the originals for all practical and legal purposes and it shall be the responsibility of the bidders to keep the originals with them and produce the same to UPPCL whenever called for during the tenure of the BESPA.



- 26.7 The response to RfS shall be submitted as mentioned in Clause 26 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, UPPCL reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.
- 26.8 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.
- 26.9 All the information should be submitted in English language only. In case of foreign bidders having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted.
- 26.10 Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.
- 26.11 Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by UPPCL.
- 26.12 Response to RfS not submitted in the specified formats will be liable for rejection by UPPCL.
- 26.13 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- 26.14 Non-submission and/ or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver on the part of UPPCL of the obligation of the Bidder to furnish the said data/ information unless the waiver is in writing.
- 26.15 The Uttar Pradesh Electricity Regulatory Commission shall be the appropriate commission to exercise the regulatory and adjudicatory jurisdiction in regard to matters between BESSD and UPPCL. Subject to the above, only Lucknow Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.
- 26.16 All the financial transactions to be made with UPPCL including success fee if any, delay charges (except Payment Security Deposit and charges for delay in Financial Closure), and any additional charges (if required), shall attract 18% GST on each transaction, irrespective of the same being mentioned in the RfS/BESPA.

## **27 Non-Responsive Bid**

The electronic response to RfS submitted by the bidder along with the documents submitted **online** to UPPCL shall be scrutinized to establish “Responsiveness of the bid”. Each bidder’s response to RfS shall be checked for compliance with the submission requirements set forth in this RfS.

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

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

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

## ***28 Method of Submission of Response to RfS by the Bidder***

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

- a. Bank Guarantee/ Payment on Order Instrument towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3A/ 7.3D). One EMD may be submitted for the cumulative capacity quoted by the bidder, or individual EMDs may be submitted for each Project.
- b. Pass-phrases for Techno-commercial and Financial bids submitted on the ETS portal.

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

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

For e.g., if the bid submission deadline is 18:00 hrs on 22.05.2022, the above deadline will expire at 18:00 hrs on 24.05.2022. In case of the above deadline being a holiday, the next working day in UPPCL will be the deadline for submission of Bank Guarantees.

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

The bidding envelope shall contain the following sticker:

RfS for Procurement of 10 MW/40 MWh Project of Battery Energy Storage System in India under Tariff-based Global Competitive Bidding (ESS-I)	
Cumulative Capacity of the projects applied for	_____MW/_____MWh
No. of Projects Bid for	
RfS Reference No.	UPPCL/BESS/300 MW/1200 MWh/06/2024 dated: .....20...
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	<b>CE (PPA &amp; Planning)</b> <b>Uttar Pradesh Power Corporation Limited</b> <b>14th Floor, Extension Building,</b> <b>14, Ashok Marg, Civil Lines, Lucknow, Uttar Pradesh 226001</b> <b>Email – <a href="mailto:ce.ppa@uppcl.org">ce.ppa@uppcl.org</a></b>

## 28.2 Documents to be Submitted Online

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

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

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

- Formats - 7.1, 7.2 (if applicable), 7.3 A, 7.4, 7.5 (if applicable), 7.6, 7.7, 7.8/7.8A, 7.9, 7.10 and 7.11 as elaborated in Clause 26 of the RfS.
- All attachments elaborated in Clause 26 of the RfS, under the sub-clause k:

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 as mentioned in Bid Information Sheet.
- (e) Scanned Copies of requisite amount of Bank Guarantee/Payment on Order Instrument/ NEFT/RTGS details towards EMD as mentioned in the Bid Information Sheet.

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

Submission of Pass-phrases: In line with Clause 27.8, and Annexure-C of the RfS, 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 of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.

## **II. Financial Bid (Second Envelope)**

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

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

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

### **Important Note:**


- (a) The Bidders shall not deviate from the naming and the numbering formats of envelopes mentioned above, in any manner.
- (b) In each of the envelopes (as part of online bid submission), all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.
- (c) All the envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.
- (d) In case the Bidder submits the online documents on ISN-ETS within the bid submission deadlines and fails to submit the offline documents in the office of UPPCL 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 online submission 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 online on or before the bid submission deadline, and non-submission of the hard copy of the Bank Guarantee to UPPCL within the date as on 2 working days**

subsequent to bid submission deadline, the respective bidder will be debarred from participating in any of the tenders issued by UPPCL, for a period of 6 (six) months, starting from the last date of bid submission of this RfS.

- (f) Tariff to be quoted in the Financial Bid shall be exclusive of GST (for offering storage service). GST levied on the storage service being provided by the Project, if any, shall be passed through to the UPPCL.

## 29 *Notice Board for Display*

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

<p>____MW/MWh STU-Connected Battery Energy Storage System Pilot Project</p> <p>Owned and operated by</p> <p>_____ (insert name of the BESSD)</p> <p>[Under RfS for Procurement of 300 MW/1200 MWh Projects of Battery Energy Storage Systems under Tariff-based Global Competitive Bidding in Uttar Pradesh by Uttar Pradesh Power Corporation Limited]</p>  <p>Village:..... Tehsil:..... District:..... State:.....</p>
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## 30 *Validity of the Response to RfS*

The Bidder shall submit the response to RfS which shall remain valid up to 180 (One Hundred Eighty) days from the last date of submission of response to RfS (“Bid Validity”). UPPCL reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.

## 31 *Bid Preparation Cost*

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

## 32 *Clarifications/ Pre-Bid Meeting/ Enquiries/ Amendments*

- 32.1 Clarifications/ Doubts, if any, on RfS document may be emailed and/ or through ISN-ETS portal. The format for submission of clarifications is available on the portal.
- 32.2 UPPCL 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 UPPCL's response will be uploaded in the ISN-ETS portal <https://www.bharat-electronictender.com>. If necessary, amendments, clarifications, elaborations shall be issued by UPPCL which will be notified on ETS web site. No separate reply/ intimation will be given for the above, elsewhere.
- 32.3 A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet (Venue to be notified later).
- 32.4 Enquiries/ Clarifications may be sought by the Bidder by contacting UPPCL's officials as per the details contained in the Bid Information Sheet.

### ***33 Right of UPPCL to Reject a Bid***

UPPCL 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 UPPCL's account), without any interests, shall be returned to the respective Bidders.

### ***34 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. UPPCL 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 UPPCL 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.

Tax implications, if any, on procurement of capacity under this RfS, will be borne by the BESSD.

## **SECTION 4. QUALIFICATION REQUIREMENTS FOR BIDDERS**

Short listing of Bidders will be based on the following Criteria:

### **35 *General Eligibility Criteria***

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

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

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

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

35.2 A Consortium shall participate with one of the consortium partners 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 Projects have been made by a Consortium, separate Project Companies can be formed for each Project. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be the identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (Format 7.5).

35.3 In case of foreign company participating on standalone basis and its selection as successful Bidder, it has to form a "Special Purpose Vehicle" (SPV), i.e. an Indian Company registered under the Companies Act, 2013 as its subsidiary Company, with at least 51% shareholding in the SPV, before signing of BESPA. 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 36.7 of the RfS shall be applicable.

35.4 In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 6/18/2019-PPD Dated 23.07.2020 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS:

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

- b. “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.
- c. “Bidder from a country which shares a land border with India” for the purpose of this clause, means:
  - i. An entity incorporated, established or registered in such a country; or
  - ii. A subsidiary of an entity incorporated, established or registered in such a country; or
  - iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - iv. An entity whose beneficial owner is situated in such a country; or
  - v. An Indian (or other) agent of such an entity; or
  - vi. A natural person who is a citizen of such a country; or
  - vii. A consortium where any member of the consortium falls under any of the above.
- d. In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 7.8/7.8A of the RfS.
- e. Other provisions of the referred OM dated 23.07.2020, except Sl. 11 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.

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

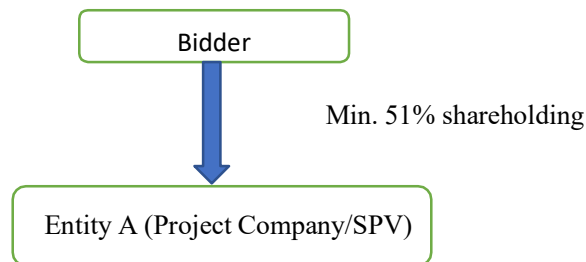
35.6 A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated/acquired as a subsidiary Company of the successful bidder for setting up of the Project, with atleast 51% shareholding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

35.7 Any consortium, if selected as Successful Bidder for the purpose of supply of power to UPPCL, 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 UPPCL, i.e. the Project Company incorporated shall have the same shareholding pattern as that indicated in the Consortium Agreement given at the time of submission of response to RfS. This shall not change till the signing of BESPA and the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights and paid up share capital) shall not change from submission deadline of response to RfS up to COD of the Project. Transfer of controlling shareholding within the same group of companies will however be allowed prior to COD with the permission of UPPCL, subject to the condition that, the management control remains within the same group of companies.

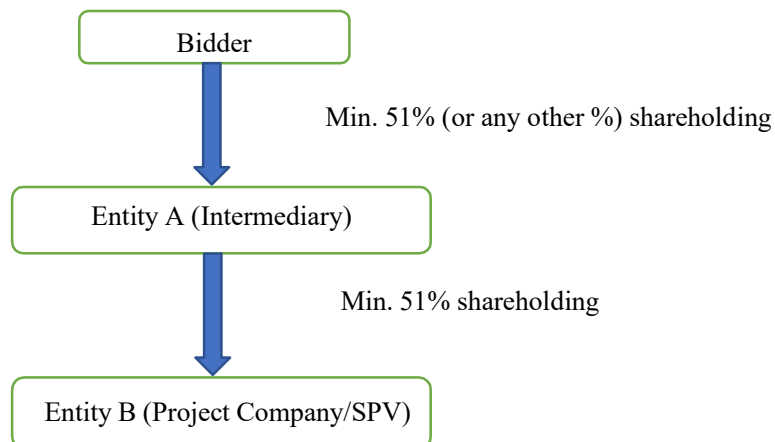


- 35.8 The Bidder or any of its Affiliates should not be a wilful defaulter to any lender. Further, the Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors should not have been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc or the United Nations or any of its agencies. The Bidder shall submit an undertaking to this effect.
- 35.9 For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 36.3 and 36.6 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 provisions of the RfS, only Scenario 1 will be permissible under this RfS.**

### **36 Technical Eligibility Criteria**

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

time of Financial Closure.

36.2 Not used.

36.3 The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of Clause 22 of the RfS. The undertaking shall be submitted as per enclosed Format 7.9 of the RfS.

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

### **37 Financial Eligibility Criteria**

#### **37.1 Net-Worth/ Asset Under Management (AUM) or Investible Funds**

- a. The Net Worth of the Bidder should be equal to or greater than **INR 74,00,000/MW (Rupees Seventy-Four Lakh / MW)** of the quoted capacity (in MW), as on the last date of previous Financial Year, i.e. FY 2023-24 or as on the day at least 7 days prior to the bid submission deadline. For. eg., for a 800 MWh (200 MW x 4 hrs) project capacity, the minimum Net Worth requirement to be demonstrated shall be Rs. 74 lakh x 200 MW. In case of the Bidder being a SEBI registered AIF, the cumulative value of Assets Under Management (AUM) with minimum requirement as decided by the Procurer shall be demonstrated. In this context, AUM shall mean the amount as certified by the Statutory Auditor of the AIF.
- b. The net-worth/value of AUM to be considered for the above purpose will be the cumulative net-worth of the Bidder/AIF or consortium members. Except in the case of AIFs, the Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the Net Worth criteria as per the RfS. In case of the Bidder being a Bidding Consortium, any Member may meet the above criteria on the basis of financial capability of its Affiliate(s). In both cases, such Affiliates shall undertake to contribute the required equity funding and performance bank guarantees in case the bidder(s) fail to do so in accordance with the RfS.
- c. Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and AUM or investible funds to be considered under this clause will be calculated in accordance with applicable SEBI (AIF) Regulations.

#### **37.2 Liquidity**

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

- a. A minimum annual turnover of **INR 18,50,000 / MW (Rupees Eighteen Lakh Fifty Thousand/ MW)** of the quoted capacity (in MW) during the previous financial year, 2023-24 or as on the day at least 7 days prior to the bid submission deadline. 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. For. eg., for a 800 MWh (200 MW x 4 hrs) project capacity, the minimum annual turnover requirement to be

demonstrated shall be Rs. 18.50 lakh x 200 MW.

- b. Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) for a minimum amount of **INR 3,70,000 / MW (Rupees Three Lakh and Seventy Thousand / MW)** of the quoted capacity (in MW), as on the last date of previous financial year, 2023-24, or as on the day at least 7 days prior to the bid submission deadline.
  - c. In-principle sanction letter from the lending institutions/banks of the Bidder, committing a Line of Credit for a minimum amount of **INR 4,62,000 / MW (Rupees Four Lakh and Sixty-Two Thousand / MW)** of the quoted capacity (in MW), 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.
- 37.3 Except for AIFs, the Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per Clauses 381.1 and 38.2 above. In case of the Bidder being a Bidding Consortium, any Member (except an AIF) may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and Performance Bank Guarantees/POI in case the Bidder(s) fail to do so in accordance with the RfS. In case of non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of BESPA.
- 37.4 For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account.
- 37.5 A Company/Consortium would be required to submit annual audited accounts for the last financial year, 2023-24, or as on the day at least 7 days prior to the bid submission deadline, along with net worth, annual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfillment of the criteria. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located, or provisional accounts as on the day at least 7 days prior to the bid submission deadline.

Note: In case of foreign Bidders, in the event the Bidder is unable to furnish the audited annual accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the annual audited accounts of the last financial year for which the audited accounts are available. This, however, would be acceptable, subject to the condition that the last date of response to this RfS falls on or within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country, and the Bidder shall submit the corresponding documentary

evidence against the same. In case the annual accounts or provisional accounts as on the day at least 7 days prior to the bid submission deadline, are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.

- 37.6 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.
- 37.7 In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause 38.6 above.
- 37.8 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 of them in the Project Company.  
For example, if two companies A and B form a Consortium with equity participation in 70:30 ratio and submit their bid for a capacity of 500 MWh (250 MW x 2hrs), then, total Net-Worth to be met by the Consortium is Rs. 74 Lakh x 250 MW = Rs. 185 Crores. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs. 129.50 Crores and to be met by Consortium Member B would be Rs. 55.5 Crores. Similar methodology shall be followed for computation of liquidity requirement.
- 37.9 For the limited purpose of meeting the technical and financial eligibility criteria, in addition to using credentials of the Affiliates having more than 50% shareholding in the Bidding Company, the Bidder may use credentials of those Affiliates who do not control more than 50% of the bidding company, subject to the following:
- a. The qualification criteria parameters will be met proportionately to the equity contribution of the entity whose credentials are being used to meet the requirement.  
For example, in case of Net Worth requirement being Rs 100 Crore and the strength of an Affiliate is used which owns 30% of the total shareholding in the bidder, the said Affiliate should be able to meet upto Rs 30 Crore of the Net Worth.
  - b. In case the strength of an Affiliate is being used for meeting the eligibility criteria, shareholding pattern of the respective Affiliate will be locked-in upto COD of the Project.

## **SECTION 5. BID EVALUATION AND SELECTION OF PROJECTS**

### **38 *Bid Evaluation***

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

### **39 *Techno-Commercial Evaluation of Bidders (Step 1)***

- 39.1 The first envelope (Technical Bid submitted online) of only those bidders will be opened by UPPCL whose required documents as mentioned at Clause 29 of the RfS are received by UPPCL. Bid opening (online) will be done only after the deadline for submission of Bank Guarantee (if applicable) and/or DDs/Pay order against Cost of RfS document and Bid Processing Fee.

For e.g., if the bid submission deadline is 18:00 hrs on 31.05.2022, the online bid opening will be conducted on 02.06.2022. In case of the above deadline being a holiday, the bids will be opened on the next working day.

- 39.2 Subject to Clause 28 of the RfS, UPPCL 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, UPPCL 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 UPPCL within 07 (seven) days from the date of such intimation from UPPCL. All correspondence in this regard shall be made through email/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. UPPCL shall not be responsible for rejection of any bid on account of the above.

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

### **40 *Financial Bid Evaluation (Step 2)***

- 40.1 In this step evaluations of Techno-Commercially Qualified Bids shall be done based on the capacity charges, or the “First Round Tariff”, quoted by the Bidder in the 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 quoted by the bidders.**

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

- 40.3 The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) quoting a single tariff (capacity charges) in Indian Rupee per MW for all the Projects applied for. **The tariff has to be quoted in Indian Rupee per MW in whole numbers only (no decimal places allowed).** If it is quoted with any decimal places, the digits in the decimal places shall be ignored. (For e.g. if the quoted tariff is INR 450.34/MW, then it shall be considered as INR 450/MW).
- 40.4 In this step, evaluation will be carried out based on tariff quoted by the Bidders.
- 40.5 On completion of Techno-Commercial bid evaluation, if it is found that only one or two Bidder(s) is/are eligible for the next stage, opening of the financial bid of the Bidder(s) will be at the discretion of UPPCL. Thereafter, UPPCL will take appropriate action as deemed fit.
- 40.6 If the first-round tariff quoted is same for two or more Bidders, then all the Bidders with same tariff shall be considered of equal rank/ standing in the order.
- 40.7 All Bidders with same tariff shall be eligible for reverse auction round (provided their rank is equal to or less than n<sup>th</sup> Bidder as mentioned in Clause 42.2 of the RfS).
- 40.8 Ranking of bidders after Financial Bid Evaluation: Following illustrates an example of ranking of bidders after financial bid opening and evaluation

<b>Bidder</b>	<b>Submitted Financial Bid</b>	<b>Ranking</b>
B1	₹ 210 (Tariff in ₹/ MW)	L1
B2	₹ 220 (Tariff in ₹/ MW)	L2
B3	₹ 230 (Tariff in ₹/ MW)	L3
B4	₹ 230 (Tariff in ₹/ MW)	L3
B5	₹ 243 (Tariff in ₹/ MW)	L4
B6	₹ 260 (Tariff in ₹/ MW)	L5
B7	₹ 365 (Tariff in ₹/ MW)	L6
B8	₹ 469 (Tariff in ₹/ MW)	L7
B9	₹ 570 (Tariff in ₹/ MW)	L8

#### **41 Reverse Auction (Step 3)**

- 41.1 Project wise reverse auction for the total tendered capacity shall be conducted on the portal <https://www.bharat-electronictender.com>, on the day as intimated by UPPCL to the eligible Bidders. Date of reverse auction shall be communicated by the Procurer.
- 41.2 The Total eligible Bidders for the reverse auction shall be decided as mentioned below:

Assuming

T = Total Techno-Commercially Qualified Bidders

##### **Total eligible Bidders for e-Reverse Auction**

- i. In case  $T \leq 4$ : all the techno-commercially 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”.

- ii. In case  $T > 4$ : The lowest ranked bidder, i.e. the bidder quoting the highest tariff (the “H1 bidder”) shall be eliminated at this stage, and the remaining techno-commercially 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:**

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

- 41.3 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 are 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 42.2 above.
- 41.4 Shortlisted bidders for Reverse Auction will be able to login into the portal of reverse auction 15 minutes before the start time of reverse auction.
- a. During the 15 minutes prior to start of reverse auction process, the respective tariff of the bidder shall be displayed on its window.
  - b. The minimum decrement value for tariff shall be INR 1000 per MW. The Bidder can mention its revised discounted tariff which has to be at least Rs. 1000/MW less than its current tariff.
  - c. Bidders can only quote any value lower than their previous quoted tariff taking into consideration the minimum decrement value mentioned in the previous clause. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.
  - d. During reverse auction, the Bidder shall not have the option of changing the total project capacity while quoting tariff during reverse auction.
  - e. In the bidder’s bidding window, the following information can be viewed by the bidder:
    - i. Its tariff as the initial start price and there after last quoted tariff along with the project capacity for which the Bidder is qualified.
    - ii. The list of all the Bidders with their following details: Pseudo Identity, last quoted tariff and project capacity
  - f. The initial auction period will be of 30 (thirty) minutes with a provision of auto extension by 8 (eight) minutes from the scheduled/ extended closing time.

- g. Such auto extension shall be effected if by way of reduction in tariff, a Bidder causes a change in its zonal placement at that instant. The 'zones' are as defined below:
- i. Green Zone: This zone consists of the Bidders who may be allocated their full quoted Project capacity, subject to provisions of Clause 41, if the auction is closed at that instant.
  - ii. Yellow Zone: This zone consists of the Bidders who may be allocated a part of their full quoted Project capacity if the auction is closed at that instant.
  - iii. Red Zone: This zone consists of the Bidders who will not be awarded their quoted Project capacity, subject to provisions of Clause 41, if the auction is closed at that instant.

If no reduction in tariff as described above is effected during the last 8 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed.

#### **42 Selection of Successful Bidders**

- 42.1 Subsequent to conclusion of the e-RA process, the bidders in the "Green" and "Yellow" zones as per Clause 43.4.f. above, will be listed in the increasing order of the tariffs discovered at the end of e-RA.
- 42.2 The bidders will be declared as Successful Bidders under the RfS, subject to the following conditions:
- a. In case the cumulative capacity shortlisted exceeds the requisite capacity of 300 MW, the list of Successful Bidders shall be limited by 300 MW.
  - b. In a borderline case, i.e. the scenario wherein more than one bidder is eligible to be declared as Successful Bidder at the highest tariff, and the cumulative capacity exceeds 300 MW, time stamping of bidders shall be used to limit allocation of cumulative capacity up to 300 MW. In such cases, those bidders who are at the same tariff, but they are ranked lower than the ones which fall within the cumulative capacity limit of 300 MW, will not be eligible to be declared as Successful Bidders.

In other words, in every possible scenario, the total capacity to be awarded under the RfS shall be limited to 300 MW.

- c. 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.
- d. In the above case, if the time of quote also becomes exactly same among the Bidders at a tie, then the ranking among these Bidders shall be done as follows:
  - Step 1: Highest rank 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.

Note: The allocation of cumulative project capacity shall be closed at 300 MW. In case of the last selected Bidder, if the balance project capacity is less than the total capacity mentioned by the bidder, then the capacity allotment shall be as per Clause 42.3 of the RFS.

- 42.3 In case the partial capacity is offered to the last Successful Bidder as per Clause 42.2 above and such partial capacity allotment is less than 50% of the quoted capacity of the bidder, the bidder shall have option to exit from such lower capacity allotment. However, it shall be mandatory for the last Bidder to accept the partial capacity less than 50% of its quoted capacity if such capacity allotment is 50 MW or above. In case the last Bidder refuses to accept partial capacity offered by UPPCL as above, the Bank Guarantee(s) against EMD submitted by such Bidder shall be encashed by UPPCL.

#### **43 Issuance of LoAs**

- a) At the end of the selection process, a Letter of Award (LoA) will be issued to the successful Bidders for each Project. In case of a Consortium being selected as the successful Bidder, the LoA shall be issued to the Lead Member of the Consortium.
- b) In all cases, UPPCL'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.
- c) In case of delay in signing of BESPA beyond 6 months from the date of issuance of LoAs, or any other extended date as mutually agreed between UPPCL and the successful bidders, the awarded capacity shall stand cancelled.
- d) UPPCL reserves the right to annul the bid process without any financial implications to any of the parties concerned.

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

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

- 43.1 **"ACT" or "ELECTRICITY ACT, 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time.
- 43.2 **"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.
- 43.3 **"APPROPRIATE COMMISSION"** shall mean as defined in the BESPAs.
- 43.4 **"AVAILABILITY"** shall mean as defined in Clause 8 of the RfS.
- 43.5 **"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 ancillary facilities (grid support, for example). Such systems may be co-located with RE Generating Stations, or may be operated on stand-alone basis.
- 43.6 **"BATTERY ENERGY STORAGE SYSTEM DEVELOPER" or "BESSD" or "DEVELOPER" or "PROJECT DEVELOPER"** shall mean the entity owning/operating the BESS facility for supply of power under the BESPAs, 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 UPPCL (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 BESPAs with UPPCL.
- 43.7 **"BATTERY ENERGY STORAGE PURCHASE AGREEMENT" or "BESPAs"** shall mean the agreement signed between the Selected Bidder/BESSD and UPPCL according for procurement of capacity from the BESS, as per the terms and conditions of the standard BESPAs enclosed with this RfS.
- 43.8 **"BID" or "PROPOSAL"** shall mean the documents submitted by the Bidder towards meeting the techno-commercial and financial qualifying requirements, along with the price bid submitted by the Bidder as part of its response to the RfS issued by UPPCL.

- 43.9 **“BIDDER”** shall mean Bidding Company (including a foreign company) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin.
- 43.10 **“BIDDING CONSORTIUM”** or **“CONSORTIUM”** shall refer to a group of Companies that collectively submit the response in accordance with the provisions of this RfS under a Consortium Agreement.
- 43.11 **“BID CAPACITY”** shall mean aggregate project capacity of the Battery Energy Storage System(s) as proposed by the Bidder.
- 43.12 **“Buying Entity”** shall mean any Discoms/ UPPCL that utilizes the BESS for meeting its power on demand requirements.
- 43.13 **“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.
- 43.14 **“COMPANY”** shall mean a body corporate incorporated in India under the Companies Act, 2013 or any law in India prior thereto relating to Companies, as applicable.
- 43.15 **“COMMERCIAL OPERATION DATE (COD)”** shall mean the date as defined in Clause 24 of the RfS.
- 43.16 **“CONTRACTED CAPACITY”** shall mean the capacity in MW/MWh (“X” MW x 2hrs) contracted with UPPCL for charging and discharging the system on “on-demand” basis, based on which the BESPA is executed with UPPCL.
- 43.17 **“CONTRACT YEAR”** shall mean the period beginning from the Effective Date of the BESPA and ending on the immediately succeeding 31st March and thereafter each period of 12 months beginning on 1st April and ending on 31st March provided that:
- a. in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding 31st March, and thereafter each period of 12 (Twelve) Months commencing on 1st April and ending on 31st March, and

- b. provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement.
- 43.18 **“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.
- 43.19 **“CONTROLLING SHAREHOLDING”** shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium.
- 43.20 **“CENTRAL TRANSMISSION UTILITY (CTU)”** shall mean the Central Transmission Utility as defined in sub-section (10) of section 2 of the Electricity Act 2003.
- 43.21 **“DAY”** shall mean calendar day.
- 43.22 **“EFFECTIVE DATE”** shall mean the date as on 90th day from the date of issuance of Letter of Award (LoA) or in case of delay in signing of BESPA attributable to UPPCL, the actual date of signing of BESPA, whichever is later, which shall be indicated in the BESPA executed by both the parties.
- 43.23 **“EQUITY”** shall mean Net Worth as defined in Companies Act, 2013.
- 43.24 **“FINANCIAL CLOSURE”** or **“PROJECT FINANCING ARRANGEMENTS”** means arrangement of necessary funds by the BESSD towards 100% Project Cost either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank/ financial institution by way of sanction of a loan or letter agreeing to finance;
- 43.25 **“GUIDELINES”** shall mean “Guidelines for Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services” issued by Ministry of Power vide Gazette Resolution dated 10.03.2022, including subsequent amendments and clarification thereof, if any, issued until the last date of bid submission of this RfS.
- 43.26 **“GROUP COMPANY”** of a Company means
- a. a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or;
  - b. a Company in which the Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company or;
  - c. a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;
  - d. a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;

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

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

- 43.27 **“INTER-CONNECTION POINT/ DELIVERY/ METERING POINT”** shall mean a single point at the identified 132/33 kV Substation of the InSTS network, at the voltage level of 33kV, where the power from the Project(s) is injected into the grid (including the dedicated transmission line connecting the Projects with the substation system) as specified in the RfS. 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.
- 43.28 **“JOINT CONTROL”** shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% of voting rights and paid up share capital).
- 43.29 **“LEAD MEMBER OF THE BIDDING CONSORTIUM”** or **“LEAD MEMBER”**: There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium.
- Note: The shareholding of the Lead member in the Project Company (Special Purpose Vehicle) cannot be changed till 01 (one) year after the Commercial Operation Date (COD) of the Project.*
- 43.30 **“LETTER OF AWARD”** or **“LoA”** shall mean the letter issued by UPPCL to the selected Bidder for award of the Project.
- 43.31 **“LIMITED LIABILITY PARTNERSHIP”** or **“LLP”** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended.
- 43.32 **“LLC”** shall mean Limited Liability Company.

- 43.33 **“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.
- 43.34 **“MONTH”** shall mean calendar month.
- 43.35 **“NET-WORTH”** shall mean the Net-Worth as defined section 2 of the Companies Act, 2013.
- 43.36 **“PAID-UP SHARE CAPITAL”** shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013.
- 43.37 **“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.
- 43.38 **“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 InSTS substation. The voltage level for such common line shall be 66 kV or above. Further, the metering of the pooled power shall be done at the injection point, i.e. the InSTS 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.
- 43.39 **“PGCIL”** or **“POWERGRID”** shall mean Powergrid Corporation of India Limited.
- 43.40 **“PROJECT”** shall mean the Battery Energy Storage System set up by the BESSD for supply of Power on an “on Demand” basis, having single point of injection into 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 their switchyard, dedicated transmission line up to the injection point and all the other assets, buildings/structures, equipment, plant and machinery (pertaining to the BESS), facilities and related assets required for the efficient and economic operation of the power supply facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to UPPCL. It is clarified that BESS charged using a source other than RE power would not qualify as RE power.
- 43.41 **“PROJECT CAPACITY”** shall mean the maximum AC capacity at the delivery point that can be scheduled from the Project.
- 43.42 **“PROJECT COMMISSIONING”**: The Project will be considered as commissioned in line with the Commissioning procedure defined in the RfS/BESPA.

- 43.43 **“PROJECT LOCATION”** shall mean the area identified by the BESSD, comprising village(s), Tehsil(s)/Taluk(s) and District(s) within a State, where the Project is being implemented.
- 43.44 **“POWER ON DEMAND”** shall mean the requirement of the UPPCL to charge and discharge the BESS based on its requirements during the time of day, subject to provisions of the RfS and BESPA.
- 43.45 **“RENEWABLE ENERGY (RE) POWER”** shall mean power from a RE Power generation facility.
- 43.46 **“RfS” or “RfS DOCUMENT” or “BIDDING DOCUMENT(S)” or “TENDER DOOCUMENTS”** shall mean the “Request for Selection” document issued by UPPCL including standard Battery Energy Storage Purchase Agreement, along with subsequent clarifications and amendments thereof, vide RfS No. UPPCL/BESS/300 MW/1200 MWh/06/2024 dated .....
- 43.47 **“UPPCL”** shall mean Uttar Pradesh Power Corporation Limited.
- 43.48 **“SCHEDULED COMMISSIONING DATE” or “SCD”** shall be the date as indicated in Clause 9 of the RfS.
- 43.49 **“SELECTED BIDDER” or “SUCCESSFUL BIDDER”** shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of BESPA.
- 43.50 **“SOLAR PV POWER PROJECT” or “SOLAR POWER GENERATING SYSTEM/ STATION”** shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion into electricity through Photo Voltaic Technology.
- 43.51 **“STATE TRANSMISSION UTILITY” or “STU”** shall mean the Uttar Pradesh Power Transmission Corporation Limited.
- 43.52 **“TOE”** shall mean Tender Opening Event.
- 43.53 **“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;
- 43.54 **“WEEK”** shall mean calendar week;
- 43.55 **“WIND POWER PROJECT” or “WIND POWER GENERATING SYSTEMS/ STATIONS”** means the wind power project that uses wind energy for conversion into electricity through a wind turbine generator.

**SECTION 7.      SAMPLE FORMS & FORMATS FOR BID**  
**SUBMISSION**

The following formats are required to be submitted as part of the RfS. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Section 4 and other submission requirements specified in the RfS.

**Format 7.1**

**COVERING LETTER**

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

Ref.No. \_\_\_\_\_

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

From: \_\_\_\_\_ (Insert name and address of Bidding Company/ Lead Member of Consortium)

\_\_\_\_\_

Tel.#: \_\_\_\_\_

Fax#: \_\_\_\_\_

E-mail address# \_\_\_\_\_

To

Uttar Pradesh Power Corporation limited  
(Enter address of UPPCL)

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

Dear Sir/ Madam,

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

We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in Format 7.8 under Disclosure) **OR** We confirm that in the response to the aforesaid RfS, we have a Group Company who owns more than 10% but less than 26% in the bidding company as well as other companies who may participate in this RfS, and accordingly, we have submitted requisite undertaking as per Format 7.8A in this regard [strike out whichever not applicable].



We also confirm that we including our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies directly or indirectly have not submitted response to RfS for more than cumulative capacity of 300 MW/1200 MWh, including this response to RfS.

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

Contracted capacity offered	Interconnection Point Details	Project Preference*

*\*The preferences of the Projects shall be considered only for the last successful bidder whose total quoted capacity is more than the balance capacity. In this case, allocation will be done as described in Clause 44.3 of the RfS.*

1. We give our unconditional acceptance to the RfS, dated..... *[Insert date in dd/mm/yyyy]* and standard BESPA document attached thereto, issued by UPPCL. In token of our acceptance to the RfS and BESPA documents along with the amendments and clarifications issued by UPPCL, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the BESPA is executed as per the provisions of the RfS and provisions of BESPA and shall be binding on us. Further, we confirm that the Project shall be commissioned within the deadline as per Clause 9 of the RfS. We further undertake that we shall demonstrate possession of 100% area of the identified land, within the timelines as per the RfS.
2. Earnest Money Deposit (EMD):- *(Please read Clause 17 carefully before filling)*  
We have enclosed EMD of INR ..... (Insert Amount), in the form of Bank Guarantee no... ..... *[Insert bank guarantee number]* dated..... *[Insert date of bank guarantee]* as per Format 7.3A from ..... *[Insert name of bank providing bank guarantee]* and valid up to.....in terms of Clause No. 17 of this RfS. The total capacity of the BESS Project offered by us is .....MW *[Insert cumulative capacity proposed]*. (strike off whichever is not applicable).
3. We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee/POI of the requisite value(s) towards PBG, Success charge for the selected Projects, within due time as mentioned in Clauses 18 & 19 of this RfS on issue of LoA by UPPCL for the selected Projects and/or we are not able to sign BESPA with UPPCL within the timeline as stipulated in the RfS for the selected Projects, UPPCL shall have the right to take action as per provisions of Format-7.3A of the RfS.
4. We have submitted our response to RfS strictly as per Section 7 (Sample Forms and Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

5. Acceptance: -  
We hereby unconditionally and irrevocably agree and accept that the decision made by UPPCL in respect of any matter regarding or arising out of the RfS shall be binding on us. We hereby expressly waive and withdraw any deviations from the provisions of the RfS and also waive and withdraw all claims in respect of this process.  
  
We also unconditionally and irrevocably agree and accept that the decision made by UPPCL in respect of award of Projects according to our preference order as above and inline with the provisions of the RfS, shall be binding on us.
6. Familiarity with Relevant Indian Laws, Regulations and Orders: -  
We confirm that we have studied the provisions of the relevant Indian Laws, Regulations and Order issued by judicial bodies as required to enable us to submit this response to RfS and execute the BESPA, in the event of our selection as Successful Bidder.
7. In case of our selection as the Successful bidder under the scheme and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our subsidiary, we shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution prior to signing of BESPA with UPPCL, committing total equity infusion in the SPV as per the provisions of RfS.
8. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.
9. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from UPPCL.
10. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.
11. We confirm that all the terms and conditions of our Bid are valid up to \_\_\_\_\_ (Insert date in dd/mm/yyyy) for acceptance [i.e. a period of 180 (One Hundred Eighty) Days from the last date of submission of response to RfS].
12. Contact Person

Details of the representative to be contacted by UPPCL are furnished as

under: Name : .....  
 Designation : .....  
 Company : .....  
 Address : .....  
 Phone Nos. : .....

Mobile Nos. : .....  
Fax Nos. : .....  
E-mail address: .....

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20....

Thanking you,  
We remain,  
Yours faithfully,

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

**FORMAT FOR POWER OF ATTORNEY**

*(Applicable Only in case of Consortiums)*

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

KNOW ALL MEN BY THESE PRESENTS THAT M/s.....having its registered office at ....., ....., and M/s ..... having its registered office at....., (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named ..... (insert name of the Consortium if finalized) (hereinafter called the 'Consortium') vide Consortium Agreement dated..... and having agreed to appoint M/s.....as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws of .....and having its Registered/ Head Office at .....as our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RfS No.....

We also authorize the said Lead Member to undertake the following acts:

- i) To submit on behalf of Consortium Members response to RfS.
- ii) To do any other act or submit any information and document related to the above response to RfS Bid.

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

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

IN WITNESS WHEREOF M/s....., as the Member of the Consortium have executed these presents on this..... day of ..... under the Common Seal of our company.

For and on behalf of Consortium Member

M/s.....

----- (Signature of person authorized by the board)

(Name

Designation

Place:

Date:)  
Accepted

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

Attested

-----  
(Signature of the executant)

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

Place:.....  
Date: .....

Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section-6, Definition of Terms of the RfS.

**FORMAT FOR BANK GUARANTEE TOWARDS EARNEST MONEY DEPOSIT**  
**(EMD)**

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

Reference: .....

Bank Guarantee No.: .....

Date: .....

In consideration of the \_\_\_\_\_ [*Insert name of the Bidder*]  
(hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for \_\_\_\_\_ [*Insert title of the RfS*] of the cumulative capacity of \_\_\_\_\_ MW/MWh [*Insert cumulative Project capacity proposed*] for offering Battery Energy Storage System on long term basis, in response to the RfS No. \_\_\_\_\_ dated \_\_\_\_\_ issued by Uttar Pradesh Power Corporation Limited (hereinafter referred to as UPPCL) and UPPCL considering such response to the RfS of..... [*Insert the name of the Bidder*] as per the terms of the RfS, the \_\_\_\_\_ [*Insert name & address of bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to UPPCL at [*Insert Name of the Place from the address of UPPCL*] forthwith without demur on demand in writing from UPPCL 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. 7.4 Lakhs per MW of cumulative capacity proposed*], only, on behalf of M/s \_\_\_\_\_ [*Insert name of the Bidder*].

This guarantee shall be valid and binding on this Bank up to and including \_\_\_\_\_ [*insert date of validity in accordance with Clause No. 17 of this RfS*] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR.....(Indian Rupees \_\_\_\_\_ only). Our Guarantee shall remain in force until \_\_\_\_\_ [*insert date of validity in accordance with Clause No. 17 of this RfS*]. UPPCL shall be entitled to invoke this Guarantee till \_\_\_\_\_ [*insert date of validity in accordance with Clause No. 17 of this RfS*].

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

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 UPPCL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against UPPCL in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Lucknow 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 UPPCL shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by UPPCL or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_ Only) and it shall remain in force until \_\_\_\_\_[Date to be inserted on the basis of Clause No. 17 of this RfS].

Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified and unless a demand or claim in writing is made by the Procurer on the Bank under this Guarantee, no later than 12 (twelve) months from the date of expiry of this Guarantee, all rights of the Procurer under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if UPPCL 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 FOR PERFORMANCE BANK GUARANTEE (PBG)**

*(To be submitted Separately for each Project)*

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

Reference: .....

Bank Guarantee No.: .....

Date: .....

In consideration of the \_\_\_\_\_ [Insert name of the Bidder] (hereinafter referred to as 'selected Battery Energy Storage System Developer') submitting the response to RfS inter alia for ..... [insert title of the RfS] of the capacity of ..... MWh, at ..... [Insert name of the place], in response to the RfS dated ..... issued by Uttar Pradesh Power Corporation Limited (hereinafter referred to as UPPCL) and UPPCL considering such response to the RfS of ..... [Insert name of the Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Project of the Battery Energy Storage System Developer (BESSD) and issuing Letter of Award No. \_\_\_\_\_ to \_\_\_\_\_ (Insert Name of selected Battery Energy Storage System Developer) as per terms of RfS and the same having been accepted by the selected BESSD resulting in a Battery Energy Storage Purchase Agreement (BESPA) to be entered into, for procurement of capacity [from selected Battery Energy Storage System Developer or a Project Company, M/s \_\_\_\_\_ {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable].

As per the terms of the RfS, the \_\_\_\_\_ [Insert name & address of Bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to UPPCL at [Insert Name of the Place from the address of the UPPCL] forthwith on demand in writing from UPPCL or any Officer authorised by it in this behalf, any amount up to and not exceeding Indian Rupees

\_\_\_\_\_ [Total Value] only, on behalf of M/s \_\_\_\_\_ [Insert name of the selected Battery Energy Storage System Developer/ Project Company]

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

Our liability under this Guarantee is restricted to INR \_\_\_\_\_ (Indian Rupees \_\_\_\_\_ Only).

Our Guarantee shall remain in force until ..... UPPCL shall be entitled to invoke this Guarantee till .....

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

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Lucknow 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 UPPCL shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Battery Energy Storage System Developer/ Project Company, to make any claim against or any demand on the selected Battery Energy Storage System Developer/ Project Company or to give any notice to the selected Battery Energy Storage System Developer/ Project Company or to enforce any security held by UPPCL or to exercise, levy or enforce any distress, diligence or other process against the selected Battery Energy Storage System Developer / Project Company.

Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified and unless a demand or claim in writing is made by the Procurer on the Bank under this Guarantee, no later than 12 (twelve) months from the date of expiry of this Guarantee, all rights of the Procurer under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to UPPCL and may be assigned, in whole or in part, (whether absolutely or by way of security) by UPPCL to any entity to whom UPPCL 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 ..... We are liable to pay the guaranteed amount or any part

thereof under this Bank Guarantee only if UPPCL serves upon us a written claim or demand.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Power of Attorney No.: \_\_\_\_\_

For

\_\_\_\_\_ *[Insert Name and Address of the Bank]* \_\_\_\_\_

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Witness:

1. ....

Signature

Name and Address

2. ....

Signature

Name and Address

Notes:

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

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

No.

Date

UPPCL,

Registered

\_\_\_\_\_

Reg: M/s \_\_\_\_\_ (insert name of the BESPA signing entity) (Project No. \_\_\_\_\_ (insert project ID issued by UPPCL) – Issuance of Payment on Order Instrument for an amount of Rs. \_\_\_\_\_

Dear Sir,

1. It is to be noted that M/s. \_\_\_\_\_ (insert name of the POI issuing Agency) ('IREDA/REC/PFC') has sanctioned a non-fund based limit loan of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to M/s \_\_\_\_\_ under the Loan Agreement executed on \_\_\_\_\_ to execute Renewable Energy Projects.
2. At the request of M/s \_\_\_\_\_, on behalf of \_\_\_\_\_ (insert name of the SPV), this Payment on Order Instrument (POI) for an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ (in words)). This Payment on Order Instrument comes into force immediately.
3. In consideration of the [Insert name of the Bidder] (hereinafter referred to as selected 'Battery Energy Storage System Developer') submitting the response to RfS inter alia for selection of Contracted Capacity of ..... MW, at ..... [Insert name of the place] under RfS for \_\_\_\_\_ (insert name of the RfS), in response to the RfS dated... .. issued by Uttar Pradesh Power Corporation Limited (hereinafter referred to as UPPCL) and UPPCL considering such response to the RfS of [insert the name of the selected Battery Energy Storage System Developer] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Project of the Battery Energy Storage System Developer (BESSD) and issuing Letter of Award No \_\_\_\_\_ to \_\_\_\_\_ (Insert Name of selected Battery Energy Storage System Developer) as per terms of RfS and the same having been accepted by the selected BESSD resulting in a Battery Energy Storage Purchase Agreement (BESPA) to be entered into, for providing energy storage facility [from selected Battery Energy Storage System Developer or a Project Company, M/s ----- --- {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable ]. As per the terms of the RfS, the \_\_\_\_\_ [insert name & address of IREDA/PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to UPPCL at [Insert Name of the Place from the address of the UPPCL] forthwith on demand in writing from UPPCL or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s \_\_\_\_\_ [Insert name of the selected Battery Energy Storage System Developer/ Project Company].

4. In consideration of the above facts, IREDA/REC/PFC, having its registered office at \_\_\_\_\_, agrees to make payment for the sum of Rs. \_\_\_\_\_ lakhs (in words..... ) to UPPCL 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 UPPCL within the validity period of this letter as specified herein;
  - (b) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against UPPCL;
  - (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 (UPPCL and Bidding Party), subject to the however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc;
  - (e) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity unless a demand or claim in writing is made by the Procurer, no later than **12 (twelve) months** from the date of expiry of this POI
  - (f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by UPPCL made in any format within the validity period. IREDA/REC/PFC shall not require UPPCL 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 UPPCL shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/BESSD;
  - (h) Neither UPPCL is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against UPPCL in respect of the payment made under letter of undertaking;
5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid upto \_\_\_\_\_ and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs. .... and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount

stipulated.

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

Thanking you,

Yours faithfully  
For and on behalf of  
M/s. \_\_\_\_\_  
(name of the POI issuing agency).

( )  
General Manager (TS)

Copy to:-

M/s. \_\_PP\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_As per their request

( )  
General Manager (TS)

**Format 7.3 D**

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

No.

Date

UPPCL,

Registered

\_\_\_\_\_

\_\_\_\_\_

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

Dear Sir,

1. It is to be noted that M/s. \_\_\_\_\_ (*insert name of the POI issuing Agency*) ('IREDA/REC/PFC') has sanctioned a non-fund based limit loan of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to M/s \_\_\_\_\_ under the Loan Agreement executed on \_\_\_\_\_ to execute Renewable Energy Projects.
2. At the request of M/s \_\_\_\_\_, on behalf of \_\_\_\_\_ (*insert name of the Bidder*), this Payment on Order Instrument (POI) for an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ (in words)). This Payment on Order Instrument comes into force immediately.
3. In consideration of the \_\_\_\_\_ [*Insert name of the Bidder*] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for \_\_\_\_\_ [*Insert title of the RfS*] of the cumulative capacity of..... MW [*Insert cumulative Project capacity proposed*] for supply of power there from on long term basis, in response to the RfS No. \_\_\_\_\_ dated \_\_\_\_\_ issued by Uttar Pradesh Power Corporation Limited (hereinafter referred to as UPPCL) and UPPCL 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 UPPCL at [*Insert Name of the Place from the address of UPPCL*] forthwith without demur on demand in writing from UPPCL 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. 7.4 Lakhs per MW of cumulative capacity proposed*], only, on behalf of M/s \_\_\_\_\_ [*Insert name of the Bidder*].
4. In consideration of the above facts, IREDA/REC/PFC, having its registered office at \_\_\_\_\_, agrees to make payment for the sum of Rs. \_\_\_\_\_ lakhs (in words..... ) to UPPCL on the following conditions: -
  - (i) IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of \_\_\_\_\_ days of receipt of request from UPPCL within the validity period of this letter as specified herein;

- (j) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against UPPCL;
  - (k) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;
  - (l) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (UPPCL and Bidding Party), subject to the however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc;
  - (m) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity unless a demand or claim in writing is made by the Procurer, no later than **12 (twelve) months** from the date of expiry of this POI;
  - (n) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by UPPCL made in any format within the validity period. IREDA/REC/PFC shall not require UPPCL to justify the invocation of the POI against the SPV/HPD, to make any claim against or any demand against the SPV/HPD or to give any notice to the SPV/HPD;
  - (o) The POI shall be the primary obligation of IREDA/REC/PFC and UPPCL shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/HPD;
  - (p) Neither UPPCL is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against UPPCL in respect of the payment made under letter of undertaking;
5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid upto \_\_\_\_\_ and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs.....and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.
6. In pursuance of the above, IREDA/REC/PFC and UPPCL have signed an Umbrella Agreement dated setting out the terms and conditions for issue of letter of undertaking by IREDA/REC/PFC to UPPCL and the said terms and conditions shall be read as a part of this letter of undertaking issued for the project of the project of PP mentioned above.



7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified and unless a demand or claim in writing is made by the Procurer on the Bank under this Guarantee, no later than **12 (twelve) months** from the date of expiry of this Guarantee, all rights of the Procurer under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

Thanking you,

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

( )  
General Manager (TS)

Copy to:-

M/s. \_\_PP\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_As per their request

( )  
General Manager (TS)

**FORMAT FOR BOARD RESOLUTIONS**

The Board, after discussion, at the duly convened Meeting on ..... [Insert date], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956 or Companies Act 2013, as applicable, passed the following Resolution:

**1. RESOLVED THAT** Mr/ Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS vide RfS No. \_\_\_\_\_ for \_\_\_\_\_ (insert title of the RfS), including signing and submission of all documents and providing information/ response to RfS to Uttar Pradesh Power Corporation Limited (UPPCL), representing us in all matters before UPPCL, and generally dealing with UPPCL in all matters in connection with our bid for the said Project. *(To be provided by the Bidding Company or the Lead Member of the Consortium)*

**2. FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the Project. *(To be provided by the Bidding Company)*

*[Note: In the event the Bidder is a Bidding Consortium, in place of the above resolution at Sl. No. 2, the following resolutions are to be provided]*

**FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest (-----%) equity [Insert the % equity commitment as specified in Consortium Agreement] in the Project. *(To be provided by each Member of the Bidding Consortium including Lead Member such that total equity is 100%)*

**FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to participate in consortium with M/s ----- [Insert the name of other Members in the Consortium] and Mr/ Ms....., be and is hereby authorized to execute the Consortium Agreement. *(To be provided by each Member of the Bidding Consortium including Lead Member)*

And

**FURTHER RESOLVED THAT** approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated.....executed by the Consortium as per the provisions of the RfS. *[To be passed by the Lead Member of the Bidding Consortium]*

**3. NOT USED**

## **Certified True Copy**

-----

**(Signature, Name and Stamp of Company Secretary)**

### **Notes:**

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary/ Director.
- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.
- 3) This format may be modified only to the limited extent required to comply with the local regulations and laws applicable to a foreign entity submitting this resolution. For example, reference to Companies Act, 1956 or Companies Act, 2013 as applicable may be suitably modified to refer to the law applicable to the entity submitting the resolution. However, in such case, the foreign entity shall submit an unqualified opinion issued by the legal counsel of such foreign entity, stating that the Board resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

**FORMAT FOR CONSORTIUM AGREEMENT**

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

THIS Consortium Agreement (“Agreement”) executed on this \_\_\_\_ Day of \_\_\_\_\_ Two Thousand \_\_\_\_ between M/s \_\_\_\_\_ [Insert name of Lead Member] a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the “**Member-1**”, which expression shall include its successors, executors and permitted assigns) and M/s \_\_\_\_\_ a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the “**Member-2**”, which expression shall include its successors, executors and permitted assigns), M/s \_\_\_\_\_ a Company incorporated under the laws of \_\_\_\_\_ and having its Registered Office at \_\_\_\_\_ (hereinafter called the “**Member-n**”, which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to RfS and execution of Battery Energy Storage Purchase Agreement (in case of award), against RfS No. \_\_\_\_\_ dated \_\_\_\_\_ issued by Uttar Pradesh Power Corporation Limited (UPPCL) a Company incorporated under the Companies Act, 1956 or the Companies Act 2013 as applicable, and having its Registered Office at Shakti Bhawan, 14- Ashok Marg, Lucknow 226001

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 UPPCL desires to purchase Power under RfS for \_\_\_\_\_ (insert title of the RfS);

WHEREAS, UPPCL 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 UPPCL wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the Members in this Bidding Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s \_\_\_\_\_), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of Member-2, , Member-n and to submit the response to the RfS.

2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

<b>Name</b>	<b>Percentage</b>
Member 1	---
Member 2	---
Member n	---
<b>Total</b>	100%

We acknowledge that after the execution of BESPA, the controlling shareholding (having not less than 51% of the voting rights and paid up share capital) in the Project Company developing the Project shall be maintained upto COD of the Project.

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure in terms of the BESPA.
7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Lucknow 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 UPPCL in terms of the RfS.
12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Battery Energy Storage Purchase Agreement (BESPA) and shall remain valid until the expiration or early termination of the BESPA in terms thereof, unless expressly agreed to the contrary by UPPCL.
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 UPPCL.
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 UPPCL.
16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS and BESPA.

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

For M/s.....[Member 1]

-----

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

Witnesses:

1) Signature-----

2) Signature -----

Name:

Name:

Address:

Address:

For M/s.....[Member 2]

-----

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

Witnesses:

1) Signature -----

2) Signature -----

Name:

Name:

Address:

Address:

For M/s \_\_\_\_\_ [Member n]

-----

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

Witnesses:

1) Signature -----

(2) Signature -----

Name:

Name:

Address:

Address:

\_\_\_\_\_  
Signature and stamp of Notary of the place of execution



**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****Uttar Pradesh Power Corporation Limited****(Enter address of UPPCL)**

Sub: Response to RfS No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_.

Dear Sir/ Madam,

We certify that the Bidding Company/Member in a Bidding Consortium is meeting the financial eligibility requirements as per the provisions of the RfS. Accordingly, the Bidder, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Net Worth/AUM criteria, by demonstrating a Net Worth/AUM of Rs. .... Cr. (... .....in words) as on the last date of Financial Year 2021-22 or as on the date at least 7 days prior to the bid submission deadline (Strike out wherever not applicable).

This Net Worth/AUM has been calculated in accordance with instructions provided in Clause 38.1 of the RfS.

**Exhibit (i): Applicable in case of Bidding Company**

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

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

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

relationship, duly certified by a practicing company secretary/ chartered accountant is required to be attached with the format.

**Exhibit (ii): Applicable in case of Bidding Consortium**

**(To be filled by each Member in a Bidding Consortium separately)**

**Name of Member:** *[Insert name of the Member]*

Net Worth/AUM Requirement to be met by Member in Proportion to the Equity Commitment:  
INR -----Crore (Equity Commitment (%) \* Rs. [ ] Crore)

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

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

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

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Annual Turnover Criteria, by demonstrating an Annual Turnover of INR\_\_\_\_\_ (\_\_\_\_\_in words) as on the end of Financial Year 2021-22 or as on the day at least 7 days prior to the bid submission deadline (choose one). (Strike out if not applicable)

**Exhibit (i): Applicable in case of Bidding Company**

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

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

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

relationship, duly certified by a practicing company secretary/chartered accountant is required to be attached with the format.

**Exhibit (ii): Applicable in case of Bidding Consortium**

**(To be filled by each Member in a Bidding Consortium separately)**

**Name of Member:** *[Insert name of the Member]*

Annual Turnover Requirement to be met by Member in Proportion to the Equity Commitment:  
INR -----Crore (Equity Commitment (%) \* Rs. [ ] Crore)

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

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

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

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, by demonstrating a PBDIT of INR \_\_\_\_\_ (in words) as on the end of Financial Year 2021-22 or as on the day at least 7 days prior to the bid submission deadline. (Strike out if not applicable)

**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			
<b>Total</b>			

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

**Exhibit (ii): Applicable in case of Bidding Consortium**

**(To be filled by each Member in a Bidding Consortium separately)**

**Name of Member:** *[Insert name of the Member]*

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:

<b>Name of Consortium Member Company</b>	<b>Name of Affiliate(s) whose PBDIT is to be considered</b>	<b>Relationship with Bidding Company* (If Any)</b>	<b>PDBIT (in Rs. Crore)</b>	<b>Equity Commitment (in %age) in Bidding Consortium</b>	<b>Proportionate PBDIT (in Rs. Crore)</b>
<b>Company 1</b>					
---					
---					
<b>Total</b>					

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

**(Signature & Name of the Authorized Signatory)**

**(Signature and Stamp of CA)**

**Membership No.**

**Regn. No. of the CA’s Firm:**

**Date:**

- Note: (i) Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant’s Firm, provide details of computation of Net Worth and Annual Turnover duly certified by the Chartered Accountant.
- (ii) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed in complete form along with all the Notes to Accounts.
- (iii) 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.

**UNDERTAKING**

*(To be submitted on the letterhead of the Bidder)*

We, hereby provide this undertaking to Uttar Pradesh Power Corporation Limited, in respect to our response to RfS vide RfS No. \_\_\_\_\_ dated \_\_\_\_\_, that M/s \_\_\_\_\_ (insert name of the Bidder), or any of its Affiliates is not a willful defaulter to any lender.

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

(Name and Signature of the Authorized Signatory)

**FORMAT FOR DISCLOSURE**

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

**DISCLOSURE**

Ref.No. \_\_\_\_\_

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

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

\_\_\_\_\_

Tel. #: \_\_\_\_\_

Fax #: \_\_\_\_\_

E-mail address# \_\_\_\_\_

To

Uttar Pradesh Power Corporation Limited

(Enter address of UPPCL)

Sub: Response to RfS No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_.

Dear Sir/ Madam,

We hereby declare and confirm that only we are participating in the RfS Selection process for the RfS No. \_\_\_\_\_ and that our Parent, Affiliate or Ultimate Parent or any Group Company with which we have direct or indirect relationship are not separately participating in this selection process.

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/BESPA including but not limited to cancellation of our response to this RfS and LoA/BESPA as applicable, we, i.e. M/s \_\_\_\_\_ (enter name of the bidding company/member in a consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by UPPCL for a period of 2 years from the date of default as notified by UPPCL.

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 36.4 of the RfS, and are complying with the requirements as per the referred OM dated 23.07.2020 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, UPPCL shall take appropriate action as deemed necessary.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20....

Thanking you,

We remain,

Yours faithfully,

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

**FORMAT FOR DISCLOSURE**

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

*(To be submitted by all such bidders in which a common Company/companies directly/indirectly own(s) more than 10% but less than 26% shareholding)*

**DISCLOSURE**

Ref.No. \_\_\_\_\_

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

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

Tel. #:

Fax#:

E-mail address#

To

Uttar Pradesh Power Corporation limited

(Enter address of UPPCL)

**Sub:** Response to RfS No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_.

Dear Sir/ Madam,

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

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

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/BESPA including but not limited to cancellation of our response to this RfS and LoA/BESPA as applicable, we, i.e. M/s \_\_\_\_\_ (enter name of the bidding company/member in a consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by UPPCL for a period of 2 years from the date of default as notified by UPPCL.

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 36.4 of the RfS, and are complying with the requirements as per the referred OM dated 23.07.2020 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, UPPCL shall take appropriate action as deemed necessary.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Thanking you,

We remain,

Yours faithfully,

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

**DECLARATION**

**RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES:**

**MoF OM No 6/18/2019-PPD dated 23.07.2020**

*(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

Uttar Pradesh Power Corporation Limited

(Enter address of UPPCL)

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

Dear Sir/ Madam,

This is with reference to attached order vide OM no. 6/18/2019-PPD dated 23<sup>rd</sup> July 2020  
issued by Department of Expenditure, MoF, Govt of India.

We are hereby submitting the following declaration in this regard:

"I have read the clause regarding restrictions on procurement from a bidder of a country which  
shares a land border with India; I certify that this bidder is not from such a country or, if from  
such a country, has been registered with the Competent Authority. I hereby certify that this  
bidder fulfils all requirements in this regard and is eligible to be considered. Where applicable,  
evidence of valid registration by the Competent Authority shall be attached]."

We further declare that the above statement is true & correct. We are aware that if at any stage  
it is found to be incorrect, our response to the tender will be rejected.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20....

Thanking you,

We remain,

Yours faithfully,

Encl: OM dated 23.07.2020, as referred above

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

**FORMAT FOR TECHNICAL CRITERIA**

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

*(To be Submitted Separately for each Project)*

Ref. No. \_\_\_\_\_

Date:

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

Tel.#: \_\_\_\_\_

Fax#: \_\_\_\_\_

E-mail address# \_\_\_\_\_

To

Uttar Pradesh Power Corporation Limited

(Enter address of UPPCL)

Sub: Response to RfS No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_.

Dear Sir/ Madam,

We hereby undertake to certify in line with **Clause 22** under the title “Financial Closure” that the following details shall be furnished within **12 (twelve) months** from Effective Date of the BESPA.

- 1.0 Evidence of achieving complete-tie-up of the Project Cost through internal accruals or through a Financing Agency.
- 2.0 DPR of the Project, detailing out project configuration and proposed commissioning schedule of the Project.

Failure or delay on our part in achieving the above conditions shall constitute sufficient grounds for actions as per the provisions of the RfS.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20....

Thanking you,

We remain,

Yours faithfully,

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

**DECLARATION BY THE BIDDER FOR THE PROPOSED TECHNOLOGY TIE-UP**

*(To be Submitted Separately for each Project)*

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20....

Thanking you,  
We remain,  
Yours faithfully,

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

**Format 7.11**

**(This format is for reference purpose only. The scanned version of the format, duly signed by UPPCL's authorized signatory, is available on the ETS portal as addendum to the RfS. Bidders are required to submit signed and scanned copy of the document available on ETS portal)**

**INTEGRITY PACT**

Between

**Uttar Pradesh Power Corporation Limited**

having its Registered Office at Shakti Bhawan, 14- Ashok Marg, Lucknow 226001, India

hereinafter referred to as

**"UPPCL",**

and

---

*[Insert the name of the Sole Bidder/all members of the of Joint Venture/Consortium]*

having its Registered Office at \_\_\_\_\_

*(Insert full Address/Lead member address in case of Joint Venture/Consortium)*

---

and

---

*[Insert the name of all members of the Joint Venture/Consortium, as applicable]*

having its Registered Office at \_\_\_\_\_

*(Insert full Address/ Lead member address in case of Joint Venture/Consortium)*

---

—  
hereinafter referred to as

**"The Bidder/Contractor"**

## Preamble

UPPCL intends to award, under laid-down organisational procedures, contract(s) for

---

*[Insert the name of the tender/package]*

---

Package and NIT Number

---

UPPCL values full compliance with all

*[Insert Specification Number of the package]*

relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidders/ Contractors.

In order to achieve these goals, UPPCL and the above-named Bidder/Contractor enter into this agreement called '**Integrity Pact**' which will form an integral part of the bid.

It is hereby agreed by and between the parties as under:

### Section I - Commitments of UPPCL

- (1) UPPCL commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a) No employee of UPPCL, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for him/herself or third person, any material or other benefit which he/she is not legally entitled to.
  - b) UPPCL will, during the tender process treat all Bidder(s) with equity and fairness. UPPCL will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - (c) UPPCL will exclude from evaluation of Bids its such employee(s) who has any personal interest in the Companies/Agencies participating in the Bidding/Tendering process
- (2) If Managing Director obtains information on the conduct of any employee of UPPCL which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, he will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions under its Rules.

### Section II - Commitments of the Bidder/Contractor

- (1) The Bidder/Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:
  - a) The Bidder/Contractor will not, directly or through any other person or firm,

offer, promise or give to UPPCL, or to any of UPPCL's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.

- b) The Bidder/Contractor shall not enter into any agreement/ arrangement/ understanding/ action in concert, whether or not the same is formal or in writing with other Bidders/Contractors. This applies in particular to agreements pertaining to prices, territorial or geographical allocations of market, specifications, certifications, subsidiary contracts, submission or non-submission of bids, bid rigging or other actions restricting competitiveness or leading to cartelization in the bidding process or amounting to any other violation under the Competition Laws for the time being in force.
  - c) The Bidder/Contractor will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Bidder/Contractor will not use for illegitimate purposes or for purposes of restrictive competition or personal gain, or pass on to others, any information provided by UPPCL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) Bidders will not pass any information provided by Principal as part of business relationship to others and not to commit any offence under PC/ IPC Act
  - e) The Bidder/Contractor of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the Bidding.
  - f) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.
  - g) The Bidder/Contractor will not misrepresent facts or furnish false/forged documents/information in order to influence the bidding process or the execution of the contract to the detriment of UPPCL.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section III- Disqualification from tender process and exclusion from future contracts**

- (1) If the Bidder, before contract award, has committed a serious transgression through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, UPPCL may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.

- (2) If the Bidder/Contractor has committed a serious transgression through a violation of Section II such as to put his reliability or credibility into question, UPPCL may after following due procedures also exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/Contractor and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 36 months.
- (3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, UPPCL may revoke the exclusion prematurely. However, decision of UPPCL in this regard shall be final and binding on the bidder/Contractor.

#### **Section IV - Liability for violation of Integrity Pact**

- (1) If UPPCL has disqualified the Bidder from the tender process prior to the award under Section III, UPPCL may forfeit the applicable Bid Security/Earnest Money Deposit under the Bid.
- (2) If UPPCL has terminated the contract under Section III, UPPCL may forfeit the Contract Performance Security of this contract besides resorting to other remedies under the contract.

#### **Section V- Previous Transgression**

- (1) The Bidder shall declare in his Bid that no previous transgressions occurred in the last 3 years with any other Public Sector Undertaking or Government Department that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **Section VI - Equal treatment to all Bidders / Contractors**

- (1) UPPCL will enter into agreements with identical conditions as this one with all Bidders.
- (2) UPPCL will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

#### **Section VII - Punitive Action against violating Bidders / Contractors**

If UPPCL obtains knowledge of conduct of a Bidder or a Contractor or his subcontractor or of an employee or a representative or an associate of a Bidder or Contractor or his Subcontractor which constitutes corruption, or if UPPCL has substantive suspicion in this regard, UPPCL will inform the Chief Vigilance Officer (CVO).

Nothing mentioned hereinabove may deem to restrict the right of UPPCL, in case of a suspected



violation of Section II, Clause (1) (b) by the Bidders/ contractors to initiate necessary action under the Competition Laws for the time being in force.

**(\*) Section VIII - Independent External Monitor/Monitors**

- (1) UPPCL has appointed a panel of Independent External Monitors (IEMs) for this Pact with the approval of Central Vigilance Commission (CVC), Government of India, details of which has been indicated in the tender document.
- (2) The IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. He has right of access to all project documentation. The IEM may examine any complaint received by him and submit a report to Managing Director, UPPCL, at the earliest. He may also submit a report directly to the CVO and the CVC, in case of suspicion of serious irregularities attracting the provisions of the PC Act. However, for ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter shall be referred to the full panel of IEMs, who would examine the records, conduct the investigations and submit report to Managing Director, UPPCL, giving joint findings.
- (3) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Managing Director, UPPCL.
- (4) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction to all documentation of UPPCL related to this contract including that provided by the Contractor/Bidder. The Bidder/Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- (5) UPPCL will provide to the IEM information as sought by him which could have an impact on the contractual relations between UPPCL and the Bidder/Contractor related to this contract.
- (6) As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Managing Director, UPPCL and request the Managing Director, UPPCL to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to UPPCL and the Bidder/Contractor, as deemed fit, to present its case before making its recommendations to UPPCL.
- (7) The IEM will submit a written report to the Managing Director, UPPCL within 8 to 10 weeks from the date of reference or intimation to him by UPPCL and, should the occasion arise, submit proposals for correcting problematic situations.

- (8) If the IEM has reported to the Managing Director, UPPCL, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Managing Director, UPPCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the CVO, the Monitor may also transmit this information directly to the CVC, Government of India.
- (9) The word '**IEM**' would include both singular and plural.
- (\*) *This Section shall be applicable for only those packages wherein the IEMs have been identified in Section – I : Invitation for Bids and/or Clause ITB ... in Section – III: Bid Data Sheets of Conditions of Contract, Section-.. of the Bidding Documents.*
- (10) A bidder/Contractor signing the IP shall not approach the Courts while representing the matters to IEMs and he will await till their decision in the matter.

### **Section IX - Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor after the closure of the contract and for all other Bidder's six month after the contract has been awarded.

### **Section X - Other Provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of UPPCL.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Contractor is a partnership firm or a consortium or Joint Venture, this agreement must be signed by all partners, consortium members and Joint Venture partners.
- (4) Nothing in this agreement shall affect the rights of the parties available under the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC) which are part of the Bidding Document.
- (5) Views expressed or suggestions/submissions made by the parties and the recommendations of the **CVO/IEM**<sup>#</sup> in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/differences arising out of the subject contract.

*# CVO shall be applicable for packages wherein IEM are not identified in the bidding document IEM shall be applicable for packages wherein IEM are identified in the bidding document.*

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

(Signature) \_\_\_\_\_

**(For & On behalf of UPPCL)**

(Signature) \_\_\_\_\_

**(For & On behalf of Bidder/ Partner(s) of  
Joint Venture/Consortium/ Contractor)**

(Office Seal)

(Office Seal)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Designation: \_\_\_\_\_

Witness 1 : \_\_\_\_\_

Witness 1 : \_\_\_\_\_

(Name & Address) \_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Witness 2 : \_\_\_\_\_

Witness 2 : \_\_\_\_\_

(Name & Address) \_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**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

Uttar Pradesh Power Corporation Limited

(Enter Address of UPPCL)

Sub: Response to RfS No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_.

Dear Sir/ Madam,

I/ We, \_\_\_\_\_ *(Insert Name of the Bidder)* enclose herewith the Financial Proposal for selection of my/ firm for \_\_\_\_\_ number of Project(s) for a cumulative capacity of \_\_\_\_\_ MW/ \_\_\_\_\_ MWh in India as Bidder for the above.

I/We agree that this offer shall remain valid for a period of 180 (One Hundred and Eighty) days from the due date of submission of the response to RfS such further period as may be mutually agreed upon.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20....

Thanking you,

We remain,

Yours faithfully,

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

**Notes:**

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

**PRELIMINARY ESTIMATE OF COST OF THE PROJECT**

Project Capacity:.....MW/....MWh

Location: .....

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

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20....

Thanking you,

We remain,

Yours faithfully,

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

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

**1. Codes and Standards**

The BESS shall comply with the following Codes and Standards or equivalent Indian Standards, as applicable.

<b>Standard/ Code (or equivalent Indian Standards)</b>	<b>Description</b>	<b>Certification Requirements</b>
IEC 62485-2	Safety requirements for secondary batteries and battery installations - to meet requirements on safety aspects associated with the erection, use, inspection, maintenance and disposal: Applicable for Lead Acid and NiCd / NiMH batteries	Applicable only for Lead Acid and NiCd/NiMH batteries
UL 1642 or UL 1973, Appendix E (cell) or IEC 62619 (cell) + IEC 63056 (cell)	Secondary cells and batteries containing alkaline or other non-acid electrolytes - Safety requirements for secondary lithium cells and batteries, for use in industrial applications	Required for Cell
UL 1973 (battery) or (IEC 62619 (battery) + IEC 63056 (battery))	Batteries for Use in Stationary, Vehicle Auxiliary Power and Light Electric Rail (LER) Applications / Secondary cells and batteries containing alkaline or other non-acid electrolytes - Safety requirements for secondary lithium cells and batteries, for use in industrial applications	Either UL 1642 or UL1973 or (IEC 62619 + IEC 63056) for the Battery level
IEC 62281 / UN 38.3	Safety of primary and secondary lithium cells and batteries during transport: Applicable for storage systems using Lithium Ion chemistries	Required for both Battery and Cell.
IEC 61850/ DNP3	Communications networks and management systems. (BESS control system communication)	
UL 9540 or (IEC TS 62933-5-1 + IEC 62933-5-2)	Electrical energy storage (EES) systems - Part 5-1: Safety considerations for grid-integrated EES systems – General specification / Standard for Energy Storage Systems and Equipment	Either UL9540 or (IEC 62933-5-1 + IEC 62933-5-2) is required for BESS system level
IEC 62933-2-1	Electrical energy storage (EES) systems - Part 2-1: Unit Parameters and testing methods - General Specification	Tests for Class B applications: 1. Duty Cycle Round Trip Efficiency Test 2. Equipment and Basic Function Test 3. Available energy Test 4. Insulation test

<b>Power Conditioning Unit Standards for BESS</b>	
IEC 62477-1	Safety requirements for power electronic converter systems and equipment - Part 1: General
IEC 62477-2	Safety requirements for power electronic converter systems and equipment - Part 2: Power electronic converters from 1 000 V AC or 1 500 V DC up to 36 kV AC or 54 kV DC
IEC 61000-6-2 Ed. 2	Electromagnetic compatibility (EMC) - Part 6-2: Generic standards - Immunity standard for industrial environments
IEC 61000-6-4 Ed. 2.1	Electromagnetic compatibility (EMC) - Part 6-4: Generic standards - Emission standard for industrial environments
IEC 62116 Ed. 2	Utility-interconnected photovoltaic inverters - Test procedure of islanding prevention measures
IEC 60068-2-1:2007	Environmental testing - Part 2-1: Tests - Test A: Cold
IEC 60068-2-2:2007	Environmental testing - Part 2-2: Tests - Test B: Dry heat
IEC 60068-2-14:2009	Environmental testing - Part 2-14: Tests - Test N: Change of temperature
IEC 60068-2-30:2005	Environmental testing - Part 2-30: Tests - Test Db: Damp heat, cyclic (12 h + 12 h cycle)

## **2. System Testing and Commissioning**

The BESS shall be commissioned as per commissioning criteria and procedures specified by the CEA.

## **3. Identification and Traceability**

Cells/Racks/Packs Assembly shall meet seismic requirement for the plant location of the BESS. Labelling of cells/batteries shall include manufacturer's name, cell type, name-plate rating, date of manufacture and date of expiry of parts and labour warranty.

## **4. Other Sub-systems/Components**

Other subsystems/components used in the BESS must also conform to the relevant international/national Standards for Electrical Safety for ensuring Expected Service Life and Weather Resistance.

## **5. Fire Protection**

The BESSD shall design and install a fire protection system that conforms to national and local codes. The fire protection system design and associated alarms shall take into account that the BESS will be unattended at most times. For high energy density technologies, the BESSD shall also obtain thermal runaway characterization of the battery storage systems.



## **6. Authorized Test Centres**

Batteries/ Power Conditioning Units deployed in the power plants must have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the ILAC member signatory accredited laboratories. In case of module types/ BESS/equipment for which such Test facilities may not exist in India at present, test certificates from reputed ILAC Member body accredited Labs abroad will be acceptable.

## **7. Warranty**

BESSD shall procure performance guarantees from the OEM to ensure minimum performance levels for predefined application(s) as per the terms of the RfS. The Warranty shall clearly indicate life expectancy given discharge profiles provided for the application.

## **8. Performance Monitoring**

As part of the performance monitoring, the following shall be carried out:

- a) The BESSD must install necessary equipment to continuously measure BESS operating parameters (including but not limited to voltage, current, ambient conditions etc.) as well as energy input into and energy output from the BESS along with Metering arrangement in accordance with extant regulations. They will be required to submit this data to UPPCL 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 UPPCL/MNRE or their authorized representatives for installing any additional monitoring equipment to facilitate on-line transfer of data.
- c) All data shall be made available as mentioned above for the entire duration of the Contract.
- d) The plant SCADA should be OPC version 2.0a (or a later version including OPC UA) compliant and implement appropriate OPC-DA server as per the specification of OPC Foundation. All data should be accessible through this OPC server for providing real time online data (BESS parameters) to UPPCL/ MNRE. This time series data shall be available from the Project SCADA system to facilitate monitoring and should include among others as stated before, below parameters to facilitate daily, monthly and annual Report for performance monitoring.
- e) Web-based monitoring should be available, which should not be machine dependent. The web-based monitoring should provide the same screens as available in the plant. Also, it should be possible to download reports from a remote web-client in PDF or Excel format.

## **9. Other necessary criteria**

- a) BESS shall be capacity of operating in the frequency range of 47.5 Hz to 52 Hz and be able to deliver rated output in the frequency range of 49.5 Hz to 50.5 Hz.
- b) BESS shall be capacity of operating when voltage at the interconnection point on any or all phases dips/rises to the high or low levels. The levels applicable for wind/solar inverter-based generation may be referred as available in Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations.

- c) The safe and reliable operation of power system is ensured by frequency control as well as voltage control. BESS to be implemented shall have provisions for Primary frequency control with a droop which can be set as per system requirement between 1-3 percent. The BESS performs regulations in one or several pre-defined ways (e.g. regulating its own output power according to the orders given by SCADA system) to achieve an active power balance between generation and demand to maintain the power system frequency within a reasonable range.
- d) BESS shall operate to maintain voltages as per specified voltage ranges in Grid standards. BESS shall have feature to detect the voltage of interconnection point, and regulate voltage independently. The response time of the BESS shall not exceed the value specified in relevant standards or grid codes.
- e) BESS shall operate in a manner to promote the power system reliability and improve the power quality. When power quality problems, such as voltage dip, flicker, unsatisfactory power factor, etc., occur in power system, the BESS could eliminate these problems by flexible active and reactive power output in this function.
- f) The BESS should provide reliable protection and not be limited to as an overvoltage/under-voltage protection, overcurrent protection, low-temperature/over-temperature protection of battery, DC insulation monitoring, etc.
- g) BESS is required to have the following basic functions:
  - i) Monitoring: Monitor operational parameters, equipment status and communication status, alarm and faults of main equipment and BESS system, etc.
  - ii) Information exchange: Receive and process information with RLDC/NLDC including operation parameters, switching information, various alarms and alerts, protective action signals, control information, etc.
  - iii) Control: Including control mode and parameter setting with RLDC/NLDC.
- h) The Automatic Generation Control (AGC) is an important feature and BESS shall have capability to operate in AGC. The details regarding AGC signals required by not limited to, are given (the conventional power plant signal link) at the link, <https://posoco.in/download/detailed-signal-list-for-connecting-generators-under-agc/?wpdml=29546>. BESS shall be able to operate in AGC and be able to comply with the requirements desired by system operators. Some of the BESS signal list for implementation of AGC can be like below (list is indicative only):
  - i) Maximum MW permissible (dynamic or user entry)
  - ii) Minimum MW permissible (dynamic or user entry)
  - iii) Ramp rate up permissible (dynamic or user entry)
  - iv) Ramp rate down permissible (dynamic or user entry)
  - v) Actual MW
  - vi) Actual MVAR
  - vii) Auxiliary Consumption MW
  - viii) Scheduled MW (dynamic or user entry)
  - ix) BESS Temperature (for monitoring and correlation)
  - x) Ambient Temperature (for monitoring and correlation)
  - xi) Cycle limits (0-100%) per day (user entry)

- xii) Circuit breaker status
- xiii) Local/Remote status
- xiv) AGC Set Point MW from NLDC/RLDC/SLDC to BESS
- xv) Voltage (kV) at grid level
- xvi) Voltage (V) at BESS LV side
- i) The static information like detailed write-up on present operation methodology of BESS, forbidden zones, number of cycle limits, Auxiliary consumption details, capability curve, simulation models (RMS/PSCAD) alongwith description or any specific information about BESS shall also be furnished as and when required by RLDC/NLDC/SLDC.

#### **10. Safe Disposal of unit Batteries from the BESS**

The Developer will comply with the requirements under Hazardous & other Waste (Management and Transboundary Movement) Rules, 2016, as amended from time to time, as applicable. The BESSD shall ensure that all Unit Battery modules from the plant after their 'end of life' (when they become defective/ non-operational/ non-repairable) are disposed in accordance with the "e-waste (Management and Handling) Rules, 2016" notified by the Government and as revised and amended from time to time and Battery Waste Management Rules, as and when notified by the Government of India.

**CHECK LIST FOR FINANCIAL CLOSURE***(To be signed by the Authorized signatory of the BESSD)***(RfS No. \_\_\_\_\_ dated \_\_\_\_\_)****Last Date for submission of documents related to Financial Closure – \_\_\_\_\_  
(9 months from Effective Date of BESPA)**

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

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

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

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

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

**1.0 Financial Closure - (Clause 22 of the RfS, including subsequent amendments & clarifications)**

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

**Note:-**

- (i) Copy of Final Detailed Project Report (DPR) is to be enclosed as **Annexure – II A**.
- (ii) Undertaking by the Project Company that all Consents, clearances and permits required for supply of Power to UPPCL as per the terms of BESPA have been obtained is to be enclosed as **Annexure – II B**

**2.0** Copy of Agreement/ MOU entered into / Purchase Order with acceptance, for the supply of Plants and Equipment (to be enclosed as **Annexure-III**)

**3.0 Technical Parameters of the Project (Clause 38 of the RfS)**

**3.0.1** Certificate from Project Company that Technical specifications and directives given in Annexure-A of the RfS will be adhered to (to be enclosed as **Annexure-IV A**)

**3.0.2** Proposed Project configuration as part of DPR of the Project (to be enclosed as **Annexure-IV B**)

**4.0 Ownership of the BESSD:** Latest Shareholding Pattern of the Project Company (including Compulsorily Convertible Debentures (CCDs), Compulsorily Convertible Preferential Shares (CCPS) of the Project Company certified by Chartered Accountant (to be enclosed as **Annexure V A**)

**Shareholding pattern is not required to be submitted by a Listed Company.**

**Note:** Declaration of Shareholding Pattern of the Project Company is to be submitted to UPPCL on monthly basis, i.e., by the 10<sup>th</sup> day of every month for shareholding status of the Company upto the end of the previous month, till 3 years from the date of commissioning of the project.

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

**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, *Uttar Pradesh Power Corporation Limited (UPPCL)* 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 <https://www.bharat-electronictender.com>.

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'

Bidders have to register and participate on the portal as per the guidelines and instruction provided on the e-tendering portal <https://www.bharat-electronictender.com>.

### **Broad Outline of Activities from Bidder's Perspective:**

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

## 11. Participate in e-Reverse Auction if invited

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

### **Digital Certificates**

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

### **Registration**

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

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

### **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.



<b>ISN-ETS/ Helpdesk</b>	
<b>Telephone/ Mobile</b>	<i>Customer Support: +91-124-4229071, 4229072</i>
	<i>(From 1000 HRS to 1800 HRS on all Working Days i.e. Monday to Friday except Government Holidays)</i>
<b>Email-ID</b>	<a href="mailto:support@isn-ets.com">support@isn-ets.com</a> [Please mark CC: <a href="mailto:support@electronic tender.com">support@electronic tender.com</a> ]

### **Some Bidding Related Information for this Tender (Sealed Bid)**

The entire bid-submission would be online on ETS (unless specified for Offline Submissions).

Broad outline of submissions are as follows:

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

In addition to the above, the bidders are required to submit certain documents physically offline also as per Clause 30 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 'ElectronicForms®' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer

organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

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

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

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

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to UPPCL in a sealed envelope before the start date and time of the Tender OpeningEvent (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 UPPCL’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 DOs AND DON'Ts FOR BIDDERS**

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

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class III well in advance of your tender submission deadline on ETS.
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time

to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization

3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
4. For responding to any particular tender, the tender (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc.)

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

6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event, the bids are not opened with the pass-phrase submitted by bidder, UPPCL may ask for re-submission/ clarification for correct pass- phrase. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s). If bidder fails to submit correct pass-phrase immediately as requested by UPPCL, the Tender Processing Fee and Tender 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 UPPCL.
7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' the status pertaining Overall Bid-Submission is 'COMPLETE'. For the purpose of record, the bidder can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the status pertaining overall Bid-Submission' is 'COMPLETE'

NOTE:

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

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

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

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

**6. Pre-requisite for participation in bidding process**

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

**Firm Vendors Training Program**

One day online training (10:00 to 17:00) is provided by ISN-ETS. Training is optional. In case, any bidder is interested, he may send a request to [support@isn-ets.com](mailto:support@isn-ets.com). Vendors are requested to arrange their own Laptop, Digital Certificate and Wireless Connectivity to the Internet.

### **TERMS & CONDITIONS OF REVERSE AUCTION**

After opening of Financial bids and short-listing of bidders based on the tariff and total capacity of project of qualified Project(s), UPPCL shall resort to “REVERSE AUCTION PROCEDURE”. Reverse Auction shall be conducted as per methodology specified in Section-V 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 complete 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 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 UPPCL guidelines, shall be initiated by UPPCL.
7. The Bidder shall not divulge either his Bids or any other exclusive details of UPPCL to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
  - a) Although extension time is ‘8’ minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute hosting of the Financial Bid during reverse auction.
  - b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of UPPCL, bid process, bid technology, bid documentation and bid details.
  - c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
  - d) Technical and other non-commercial queries (not impacting price) can only be routed to the UPPCL contact personnel indicated in the RfS document.
  - e) Order finalization and post order activities such issue of LOA, signing of BESPA etc. would be transacted directly between successful bidder(s) and UPPCL.

- f) LOA shall be placed outside the ETS e-portal & further processing of the LOA shall also be outside the system.
  - g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in Annexure - C of the RfS document.
  - h) Bidders are advised to visit the auction page and login into the system well in advance to identify/ rectify the problems to avoid last minute hitches.
  - i) UPPCL will not be responsible for any PC configuration/ Java related issues, software/ hardware related issues, telephone line glitches and breakdown/ slow speed in internetconnection of PC at Bidder's end.
  - j) Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC/ Internet/ Java related issues and Bidder may lose the chance of participation in the auction.
10. For access to the Reverse Auction site, the following URL is to be used:  
<https://www.bharat-electronictender.com> .
11. No queries shall be entertained while Reverse Auction is in progress.

## **BUSINESS RULES OF REVERSE AUCTION**

Reverse Auction shall be conducted as per methodology specified in Section - V 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:

<b>Sl. No.</b>	<b>Parameter</b>	<b>Value</b>
1.	Date and Time of Reverse-Auction Bidding Event	To be intimated Later to Eligible Bidders
2.	Duration of Reverse-Auction Bidding Event	30 minutes
3.	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	08 Minutes
3.2	Automatic extension Time-Duration	08 Minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
4.	Entity-Start-Price	Tariff quoted by the bidders in Financial Bid (Second Envelope)

Online Reverse Auction shall be conducted by UPPCL 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 UPPCL. 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. UPPCL 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.

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

UPPCL 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 UPPCL 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.



**ILLUSTRATIONS**  
**(Please refer Clause 8 of the RfS)**

**Illustration**

**a. System Availability**

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

date	block	Drawl (from Grid) Mus (Charging) (X)	Injection (into Grid) MUs (Discharging) (Y)	Scheduled Mus (Z)	Time-block Availability, (TA) = (Xi/Zi) + (Yi/Zi)
01-May-22	1	0.088	0	0.088	1.00
01-May-22	2	0.088	0	0.088	1.00
01-May-22	3	0.075	0	0.088	0.85
01-May-22	4	0	0	0	NA
01-May-22	5	0	0	0	NA
01-May-22	6	0	0	0	NA
01-May-22	7	0	0	0	NA
01-May-22	8	0	0	0	NA
01-May-22	9	0	0	0	NA
01-May-22	10	0	0	0	NA
01-May-22	11	0	0	0	NA
01-May-22	12	0	0	0	NA
01-May-22	13	0	0	0	NA
01-May-22	14	0	0	0	NA
01-May-22	15	0	0	0	NA
01-May-22	16	0	0	0	NA
01-May-22	17	0	0	0	NA
01-May-22	18	0	0	0	NA
01-May-22	19	0	0	0	NA
01-May-22	20	0	0	0	NA
01-May-22	21	0	0	0	NA
01-May-22	22	0	0	0	NA
01-May-22	23	0	0	0	NA
01-May-22	24	0	0.075	0.075	1
01-May-22	25	0	0.075	0.075	1
01-May-22	26	0	0.075	0.075	1
01-May-22	27	0	0.075	0.075	1
01-May-22	28	0	0.075	0.075	1
01-May-22	29	0	0.075	0.075	1
01-May-22	30	0	0.06	0.075	0.8
01-May-22	31	0	0.05	0.075	0.67
01-May-22	32	0	0	0	NA
01-May-22	33	0	0	0	NA
01-May-22	34	0	0	0	NA

01-May-22	35	0	0	0	NA
01-May-22	36	0	0	0	NA
01-May-22	37	0	0	0	NA
01-May-22	38	0	0	0	NA
01-May-22	39	0	0	0	NA
01-May-22	40	0	0	0	NA
01-May-22	41	0	0	0	NA
01-May-22	42	0	0	0	NA
01-May-22	43	0	0	0	NA
01-May-22	44	0.088	0	0.088	1.00
01-May-22	45	0.08	0	0.088	0.91
01-May-22	46	0.08	0	0.088	0.91
01-May-22	47	0.088	0	0.088	1.00
01-May-22	48	0.088	0	0.088	1.00
01-May-22	49	0.088	0	0.088	1.00
01-May-22	50	0.088	0	0.088	1.00
01-May-22	51	0.088	0	0.088	1.00
01-May-22	52	0	0	0	NA
01-May-22	53	0	0	0	NA
01-May-22	54	0	0	0	NA
01-May-22	55	0	0	0	NA
01-May-22	56	0	0	0	NA
01-May-22	57	0	0	0	NA
01-May-22	58	0	0	0	NA
01-May-22	59	0	0	0	NA
01-May-22	60	0	0	0	NA
01-May-22	61	0	0	0	NA
01-May-22	62	0	0	0	NA
01-May-22	63	0	0	0	NA
01-May-22	64	0	0	0	NA
01-May-22	65	0	0	0	NA
01-May-22	66	0	0	0	NA
01-May-22	67	0	0	0	NA
01-May-22	68	0	0	0	NA
01-May-22	69	0	0	0	NA
01-May-22	70	0	0	0	NA
01-May-22	71	0	0	0	NA
01-May-22	72	0	0	0	NA
01-May-22	73	0	0	0	NA
01-May-22	74	0	0	0	NA
01-May-22	75	0	0	0	NA
01-May-22	76	0	0	0	NA
01-May-22	77	0	0	0	NA
01-May-22	78	0	0	0	NA
01-May-22	79	0	0	0	NA
01-May-22	80	0	0.075	0.075	1.00
01-May-22	81	0	0.075	0.075	1.00
01-May-22	82	0	0.075	0.075	1.00
01-May-22	83	0	0.075	0.075	1.00
01-May-22	84	0	0.075	0.075	1.00

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

i is the i<sup>th</sup> Timeblock in the day.

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

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

Similarly, the System availability shall be calculated for 35040 time-blocks (96\*365) in a year, excluding time-blocks where Grid is unavailable or in case of Force Majeure.

Assuming the following parameters:

- Total Contract Capacity = 300 MW, **C**
- Quoted monthly Capacity charges = 5 lakhs/MW/month, **D**
- Annual system availability (as per procedure above) is calculated to be 0.93, **B**
- n = 12

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

$$\text{Liquidated damages} = (A - B) \times C \times D \times n \times 2$$

$$= (0.95-0.93) \times 300 \times 5 \times 12 \times 2$$

$$= 720 \text{ lakhs}$$

#### b. System Efficiency

The present illustration is for calculating the Daily System Efficiency as demonstration only. The same methodology shall be used for calculation of monthly system efficiency as per Clause 8.1.d.iii.

$$\text{System Efficiency} = \frac{\text{Total of Column (Y)}}{\text{Total of Column (X)}} = \frac{1.155}{1.379} = 0.837 \text{ (rounded off to 3 decimal places).}$$

Assuming:

- monthly System Efficiency = 0.837,

b. Total Monthly Drawl form Grid (Charging Power) = 41.1 MUs

Liquidated Damages is calculated @ Rs. 4 for excess loss of energy considering expected System Efficiency to be 97.5%

Excess conversion losses =  $(0.975 - 0.837) \times$  Total Drawl from the grid in the month (i.e. Charging Energy)

**Liquidated Damages for the month** = Rs.  $0.138 \times 41.1 \times 4$   
= Rs. 22.69 Millions  
= Rs. **226.9 lakhs**

**Annexure - E**

**PROJECT LOCATION DETAILS**

**(Bidders are requested to contact the Transmission licensee for further details, if required)**

Sl.No.	Substation	Available Land (Area in Sq. Meter)	Maximum Installation of BESS Capacity allowed	Availability of Bay Space
1	132 kV Substation Hasayan, Hathras	12000	100 MW	132 kV Bay
2	765 kV Substation Dahi Chowki, Unnao	20000	200 MW	220 kV Bay