Request for Selection (RfS) Documents

For

Setting up of 500 MWh Standalone Battery Energy Storage Systems (BESS) under Tariff Based Competitive Bidding (TBCB) in the state of Bihar under Bihar State Power Generation Company Limited (BSPGCL) with Viability Gap Funding (VGF) Support under "BOOT" mode.

Bihar State Power Generation Company Limited
(A Government of Bihar Undertaking)
5th Floor, Vidyut Bhawan, Patna, -800021 (Bihar)
Website: - www://bspgcl.co.in
Email: - chiefengineerbspgcl@gmail.com

DISCLAIMER

1. BSPGCLis an Implementing Agency for the projects of BESS in the state of Bihar,BSPGCL,BSPHCL, Bihar DISCOMs has to sign the BESPA.
2. Though adequate care has been taken while preparing the RfS document, the Bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given by the prospective Bidders to the office of Bihar State Power Generation Company Limited immediately. If no intimation is received from any Bidder prior to the last date for seeking the clarification**,** it shall be considered that the document is complete in all respect and has been received/ acknowledged by the Bidder(s).In case of any deviation found in Bidding Document,regulatory guidelines from Ministry of Power (MoP), Regulatory commission shall prevail.
3. BSPGCL reserves the right to modify, amend or supplement this document.
4. This RfS document has been prepared in good faith, and on best endeavor basis. Neither BSPGCL nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.
5. This RfS is not an agreement and is neither an offer nor invitation to the prospective Bidders or any other person. The purpose of this RfS is to set the terms for the selection process and to provide Bidders with information that may be useful to them in preparation and submission of their Bids.
6. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid, including but not limited to preparation, copying, postage, delivery fees or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the Bidder and the authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation of submission of the bid, regardless of the conduct or the outcome of the bidding process.
7. In case of any discrepancy in the Bidding documents uploaded on the websites of BSPGCL, e-bidding portal of Bihar (The link for same is https://www.eproc2.bihar.gov.in), the documents uploaded on the https://www.eproc2.bihar.gov.inwebsite will prevail.

Place: Patna

Date: 31/01/2025.

BID INFORMATION SHEET

The brief details of the RfS are as under:

(A)	NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB	1. RfS for "Setting up of 125MW/500 MWh Standalone Battery Energy Storage Systems (BESS) under Tariff Based Competitive Bidding (TBCB) in the state of under Bihar State Power Generation Company Limited (BSPGCL) with Viability Gap Funding (VGF) Support" 2. The Projects will be set up under "Build-Own-Operate& Transfer" mode.
(B)	RfS NO. & DATE	NIT No. 02/PR/BSPGCL/2025.
(C)	TYPE OF BIDDING SYSTEM	Single Stage Bidding with Two Envelopes.
(D)	TYPE OF RfS/ TENDER	E-Tender
(E)	COMPLETION/ CONTRACT PERIOD	As mentioned in RfS Document
(F)	PROCESSING FEE/ COST (NONREFUNDABLE)	Amount as applicable as per E-proc website of Bihar (https://www.eproc2.bihar.gov.in).
(G)	TENDER DOCUMENT FEE	Rs. **25,000/-** + 18% GST for total Project capacity quoted by Bidder shall be submitted through NEFT/RTGS transfer in the account of BSPGCL.
(H)	EARNEST MONEY DEPOSIT (EMD)	Amount: **INR 7.5 Lakhs/MW** shall be submitted in the form of Bank Guarantee.
(I)	PERFORMANCE BANK GUARANTEE	Bidders selected by BSPGCL based on this RfS shall submit Performance Bank Guarantee (PBG) for a value **INR 18.5 Lakhs per MW,**prior to signing of BESPA as per terms of RfS.
(J)	DATE, TIME & VENUE OF PRE-BID MEETING	As per date & time mentioned on e-Procurement portal of Bihar. Bidders shall submit their queries on or before to BSPGCL through email.
(K)	OFFLINE & ONLINE BID-SUBMISSION DEADLINE	Applicable as per NIT on e-Procurement portal
(L)	TECHNO-COMMERCIAL BID OPENING	As per NIT on e-Procurement portal
(M)	e-Reverse Auction (e-RA)	Will be informed to eligible Bidders. Date and time of e-RA shall be intimated through email/portal.
(N)	Name, Designation, Address and other details (For Submission of Response to RfS)	Shri Prabhat Kumar, ESE (BSPGCL) Room 515, 5th Floor, Vidyut Bhawan, Nehru Path, Patna -800001. Mob- 07763813856. Email: chiefengineerbspgcl@gmail.com

(O)	Details of persons to be contacted in case of any assistance required	Shri Raushan Kumar Bhargav, Electrical Executive Engineer, BSPGCL, Room 516, 5th Floor, Vidyut Bhawan, Nehru Path, Patna -800001. Mob- 07260800413. Email: chiefengineerbspgcl@gmail.com

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

Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfS document through the website e-Procurement portal of Bihar /or BSPGCL website – www.bspgcl.co.in. No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually. Intimation regarding notification on the above shall be updated on www.bspgcl.co.in.

SECTION 1 - INTRODUCTION & INVITATION FOR BIDS

1. Background & Introduction

a) Bihar State Power (Holding) Company Limited is the successor company of erstwhile Bihar State Electricity Board, which has been re-organized w.e.f. 01st November 2012, into Bihar State Power (Holding) Company Limited (BSPHCL), Bihar State Power Transmission Company Limited (BSPTCL), Bihar State Power Generation Company Limited (BSPGCL), South Bihar Power Distribution Company Limited (SBPDCL) and North Bihar Power Distribution Company Limited (NBPDCL). BSPHCL and all its four subsidiaries are registered under the Companies Act, 1956 and have their respective Registered Offices at Vidyut Bhawan, Bailey Road, Patna, Bihar. Bihar State Power (Holding) Company Limited (BSPHCL) being the apex holding company is responsible for effective monitoring of the physical and financial progress of all its four Subsidiaries.

b) Bihar State Power Generation Company Limited (BSPGCL) is a state owned power generating utility incorporated in November 2012 after the unbundling of the erstwhile Bihar State Electricity Board (BSEB). BSPGCL has embarked on an ambitious plan to add substantial generating capacity. Bihar State Power Generation Company Limited (BSPGCL) an undertaking of Govt. of Bihar is engaged in power generation under the State.Apart from developing conventional sources of power and development of renewable energy, BSPGCL is taking strong and steady steps for “Green Energy” development and efforts are on to establish solar PV grid projects. Presently it is taking up development of 185 MW solar projects with BESS at Kajra, Lakhisarai in the State of Bihar.

c) Bihar State Power Transmission Company Limited (BSPTCL), a subsidiary company of Bihar State Power (Holding) Company Limited, is a wholly owned corporate entity incorporated under the Companies Act 1956 on 1st Nov, 2012 after restructuring of erstwhile Bihar State Electricity Board.Presently the company is carrying on intra-state transmission and wheeling of electricity under license issued by the Bihar Electricity Regulatory Commission.BSPTCL operates a transmission network of 12182 km of 132 kV lines and 5103 km of 220 kV lines as well as 152 no. of EHV sub-stations with 25640 MVA transformation capacity. The company is operating through its 5 transmission zones i.e. Patna, Muzaffarpur, Bhagalpur, Gaya & Koshi, 15 transmission circles and 31 transmission divisions In order to increase the evacuation capacity, BSPTCL is implementing large number of sub-station and transmission line projects. BSPTCL is also working towards installation of Gas Insulated Sub-Station, Sub-Station Automation System and High Capacity Conductors in transmission lines.

d) North Bihar Power Distribution Company Limited (NBPDCL) is a company registered under the provisions of Companies Act 1956 and is a fully owned subsidiary Company of BSPHCL.The Company is engaged primarily in the business of distribution of Electricity. It has been vested with the distribution assets, interest in property, rights and liabilities of

the erstwhile BSEB necessary for the business of distribution units area of distribution comprising of all 21 districts of North Bihar (namely 1.West Champaran, 2. East Champaran, 3. Sitamarhi, 4. Shekhar, 5. Muzaffarpur, 6.Vaishali, 7. Saran, 8. Siwan, 9. Gopalganj, 10. Madhubani, 11. Darbhanga, 12. Samastipur,13. Bursaria, 14. Khajuria, 15. Saharsa, 16. Sepal, 17. Madhapur, 18. Araria,19. Katihar, 20. Purnia and 21. Kishanganj).The Company has been given the status of a Distribution licensee as per Section14 of the Electricity Act 2003. In order to fulfill the obligations of the Distribution licensee as mandated under the provision of Bihar State Electricity Reforms Transfer Scheme 2012 and Electricity Act 2003

e) South Bihar Power Distribution Company Ltd. (SBPDCL) has been given the status of a Distribution Licensee as per Section 14 of the Electricity Act 2003 and engaged primarily in the business of distribution of Electricity andis serving more than 50 lacs consumers in 17 districts of South Bihar.Presently, we are providing uninterrupted power supply in PESU, Area, Patna i.e. Capital of Bihar and also providing 23-24 Hrs assured power supply in the entire 17 district namely (Aurangabad, Bhagalpur, Bhojpur, Buxar, Gaya, Jamui, Kaimur, Lakhisarai, Munger, Nalanda, Nawada, Patna, Rohtas, and Sheikhpura) HQ of South Bihar.

f) Under this RfS, the Battery Energy Storage System Developer (BESSD) shall be required to set up a Battery Energy Storage System (BESS), with the primary objective of making the energy storage facility available to the state for charging/discharging of the BESS, on an "on demand" basis. Distribution Company seeks to utilize energy storage systems, on an "On-Demand" basis, suited to the requirements of the State DISCOMs during the peak and off-peak hours.

g) In view of the above, BSPGCL invites Bid under **BOOT** mode for setting up of 125 MW/500 MWh Standalone Battery Energy Storage Systems (BESS) connected with the State Grid Sub-Stations as per (Annexure -C). The aggregate storage capacity of 500 MWh with complete 1 cycle charging/discharging operation of BESS.

h) BSPGCL, BSPHCL, & Bihar DISCOMs shall enter into a Battery Energy Storage Purchase Agreement (BESPA) with the successful Bidders selected based on this RfS, for providing Energy Storage facility as per the terms, conditions and provisions of the RfS and BESPA. Battery Energy Storage System Developers (hereinafter referred to as BESSDs) selected by BSPGCL 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 formats shall be available for download from the portal https://*www.eproc2.bihar.gov.in*.

i) Guidelines for Implementation of the RfS

This RfS document has been prepared based on the Guidelines for "Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services", issued by Ministry of Power vide Gazette Notification dated 10.03.2022 and subsequent amendments and clarifications issued thereto until the bid submission deadline for this RfS and operations guidelines for Scheme for Viability Gap Funding for development of Battery Energy Storage Systems dated 15th Mar 2024. BSPGCL has issued this RfS under the capacity of 'the State Component of VGF scheme' as defined in the guidelines issued on 09th October, 2024.

j) Implementation of Scheme for development of BESS under state component of scheme for VGF from 28th November 2024 for the State of Bihar.Total capacity of 500MWh has been approved along with VGF support of 27Lakh/MWh or 30% of the capital cost whichever is lower aggregating to 135 Cr for the project.

k) BSPGCL reserves the rights at the discretion for allotment / non-allotment of additional capacity up to quoted capacity by Successful Bidders, cumulative of 500 MWh under VGF is also solely vested with BSPGCL. Further, *BSPGCL may offer the VGF Option to Successful Bidders, and they need to accept or reject the Option within 1 week and communicate their decision through a formal written letter*. For the VGF Option, Successful Bidders need to match L1 rates and will be given the final right to select the project location after all Successful Bidders under the bucket of 500 MWh have met their requirements in order of their placement in the bucket.

l) Battery Energy Storage System Developers (hereinafter referred to as BESSDs) selected by BSPGCL 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 formats shall be available for download from the *(www.eproc2.bihar.gov.in)*.

m) 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 BSPGCL for any liability if Bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff. BSPGCL shall not bear responsibility for any availability or non-availability of fiscal incentive and submission of the bid by the Bidder shall be independent of such availability or non-availability as the case may be of the fiscal incentives.

n) Already commissioned projects cannot be considered under this RfS. Projects under construction or projects which are not yet commissioned will, however, be considered, in case these projects are not already accepted under any other Central or State Component Schemes. Enhancement and augmentation of already commissioned Projects,

irrespective of their capacities will not be considered as eligible Project under this scheme. The battery capacity being installed under this tender cannot be used by the developer as part of the installed Project capacity demonstrated under any other tender concluded by any Central or State Agency as on the last date of bid submission of this RfS.

o) **Viability Gap Funding**

Projects selected under this RfS shall be eligible for grant of Central Financial Assistance in the form of Viability Gap Funding (VGF), to be released as per the provisions contained in this RfS. The VGF support has been earmarked for a cumulative BESS capacity for Bihar of 500 MWh, to be awarded through several tranches. This RfS is part of the 1st tranche in the above series of tenders.

2) Invitation for Bids

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

b) Interested Bidders have to necessarily register themselves on e-procurement portal of Bihar (www.eproc2.bihar.gov.in) to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested Bidders to get themselves registered at the aforesaid portal for which they are required to contact on e-procurement portal of Bihar (www.eproc2.bihar.gov.in) to complete the registration formalities.

They may obtain further information regarding this RfS from the registered office of BSPGCL at the address given on the Bid Information Sheet from 10:30 hours to 17:00 hours on all working days by taking prior appointment

For proper uploading of the bids on e-procurement portal of Bihar, it shall be the sole responsibility of the Bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal as well as by contacting on e-procurement portal of Bihar directly, as and when required, for which contact details are also mentioned on the Bid Information Sheet. BSPGCL in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of the Bidding Documents.

c) Bidders should submit their bid proposal complete in all aspect on or before last date and time of Bid Submission as mentioned on e-procurement portal of Bihar, website - www.bspgcl.co.in, indicated in the Bid Information Sheet.

d) Bidder shall submit bid proposal along with non-refundable RfS Document Fees and Bid Processing Fees and Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Bid

proposals received without the stipulated RfS Document Fees, Bid Processing Fees and EMD will be rejected. In the event of any date indicated being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein.

e) RfS documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, and Formats etc. can be downloaded from on e-procurement portal of Bihar or from website www.bspgcl.co.in. Any amendment(s)/corrigendum(s)/clarification(s) with respect to this RfS shall be uploaded e-procurement portal of Bihar or from website - www.bspgcl.co.in. The Bidder should regularly check for any Amendment(s)/Corrigendum(s)/Clarification(s) on the above-mentioned e-procurement portal of Bihar or from website - www.bspgcl.co.in. However, in case of any discrepancy, the information available e-procurement portal of Bihar (www.eproc2.bihar.gov.in) shall prevail.

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

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

h) **Interpretations**

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

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

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

iv. 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.

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

SECTION 2. SPECIAL CONDITIONS OF CONTRACT

3) Scope of Work

i. 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 State Transmission Utility (STU) for charging/discharging of the BESS, on an "on demand" basis connected at not less than 33 KV. Detailed criteria for performance are elaborated in Clause 8 of the RfS.

ii. Setting up of the BESS and interconnection of the BESS with the STU/Grid 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.

iii. Charging and discharging of the BESS system will be under the scope of SLDC/DISCOM. The BESS shall be charged by drawing power and discharged by injecting power into the Transmission network in accordance with the dispatch instructions issued by SLDC in consultation with DISCOM.

4) Total capacity offered and Project sizing.

a) Selection of BESS Projects for a total capacity of 500 MWh will be carried out through e-bidding followed by e-Reverse Auction process. The minimum bid size shall be 20 MWh .

Note: Location for BESS projects have been identified and the same attached (Annexure -C)

b) The selection of Project Developers will be carried out based on L1 price quoted as per tender. BSPGCL shall reserve the right to award order to L2 bidder, L3 bidder & so on at the Tariff quoted by the L1 bidder and the tariff approved by Hon'ble BERC till achievement of cumulative capacity of the 500 MWh. Under this RFP, the L2 Bidder, L3 Bidder & so on will have no right for claim for award of project at any stage. The preference to select project location shall be given to L1 bidder, L2, L3 & so on for the allocation of the quoted capacity. Partial filling of a project location in above process shall not be allowed. In this context, the term "Project" used anywhere in the RfS, BESPA, will solely mean the BESS, set up by the BESSD.

c) For a specified Contracted Capacity, any over sizing of the BESS over the minimum rated Energy capacities required under this RfS is left to the discretion of the BESSD. However, it is to be noted that, at the time of commissioning, rated capacity of the BESS (Power and Energy) to be installed as indicated in the BESPA, will be verified.

5 Maximum Contracted Capacity Allocation for a Bidder

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

a. A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a minimum cumulative Project Capacity of 5 MW/20 MWh and maximum cumulative Project Capacity of 125 MW/500 MWh in the prescribed formats. Project capacity shall be quoted in multiples of 2.5. The Project Capacity to be quoted shall be in the form of "x"MW/"4x" MWh, i.e. the BESS system shall be rated for 1 cyclecharging / discharging.

b. Moreover, in Special Cases(covering Blackout & Emergency services, etc.)based on intimation from SLDC/DISCOM the Developer shall support with available stored energy in the system above and beyond the exhausted duty cycle and as prescribed in the agreement .

Note: In case a common Company/Companies directly or indirectly hold(s) more than 10% butless than 26% shareholding in more than one Bidder participating in the RfS, each of such Bidderswill be required to

submit the Disclosure as per Format 7.8A. In all other cases Format 7.8 , will be applicable.

c. The cumulative Project Capacity to be allocated to a Bidder including its Parent, Affiliate or UltimateParent or any Group Company shall be limited to 125 MW/500 MWh.
d. Land shall be provided through Right-of-Use basis by BSPTCL in co-ordination with BSPGCL to the selected developer for the duration of the BESPA, at an annual lease charge of INR 1 per plot per year. 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 locations offered in the RfS.
e. The cumulative Project Capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be limited to 5 MW/20 MWh. The evaluation of bids shall be carried out as described in Section-5 of RfS. The methodology for Allocation of Projects is elaborated in Section-5 of RfS.
f. Subject to the exception as per Clause 5) of Section 2 above, multiple bids from same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.
g. **Project Developer Eligibility**: Both public and private sectors should participate in the tender and that there should be at least one bid from a private sector participant in every tranche, failing which the bid shall be cancelled, and tender will be floated afresh.

6. Project Locations.

The total Project capacity of 125 MW/500 MWh shall be connected at various Grid Sub-Stationsas finalized on the basis of consultation with BSPTCL. Hence, Bidder will have to choose the given delivery points at the GSS for BESS project based on identified locations at GSS (Annexure -C).

In case the BESSD wishes to set up more than one Project, then the Projects would need to be physically identifiable with separate injection points, control systems and metering arrangement.
BESSD shall make necessary arrangements for approach roads, balance of plant, etc. without hindering the activities of the generation station.

As Battery Energy Storage Solutions are prone to fire hazard, the BESSD shall provide suitable means such as fire barriers between switchyard and BESS to ensure adequate safety.

7. Connectivity with the Grid

a. The Project should be designed for interconnection with the STU network in accordance with the prevailing BERC regulations in this regard. For interconnection with the grid and metering, the BESSD shall abide by all rules and regulations framed under the Electricity Act, 2003 including the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other Regulations/Procedures (as amended from time to time) issued by

Appropriate Commissions and Central Electricity Authority (CEA). Minimum voltage for interconnection at the STU/BSPTCL shall be at 33 kV. BESSD shall also comply with the requirements mentioned in the First Time Charging (FTC) regulations/rules issued by the Government, as amended from time to time.

b. The responsibility of getting the STU connectivity shall entirely be of the BESSD and shall be at the cost of the BESSD. Such availability of transmission system being dynamic in nature, the Bidder has to ensure actual availability of power injection/evacuation capacity at STU/BSPTCL sub-station. The transmission of power up to the point of interconnection where metering is done for energy accounting, shall be the responsibility of the BESSD at its own cost. The maintenance of Transmission system up to the interconnection point shall be responsibility of the BESSD, to be undertaken entirely at its own cost.
c. The entire cost of construction of infrastructure from the Project up-to and including at the Interconnection Point, including but not limited to the transmission line, maintenance & all cost up to the delivery point shall be borne by the BESSD. The maintenance of the Transmission system up to the interconnection point shall be the responsibility of the BESSD, to be undertaken entirely at its cost and expense. The BERC/SLDC/Scheduling charges, connectivity and other charges shall be payable by BESSD.For transmission of power during charging / discharging of BESS, transmission charges, and losses applicable as per the relevant regulations, beyond the delivery point will be borne by DISCOMs. All expenses including wheeling charges and losses in relation to transmission and distribution beyond the Metering Point shall be borne by DISCOMs. Arrangements shall be put in place prior to commissioning of project as regards the methodology for billing these expenses directly to DISCOMs.
d. The BESSD shall be required to follow the Connectivity Procedure as per the applicable Regulations issued by BERC/CERC/CEA as amended from time to time.
e. Metering arrangement of each Project shall have to be adhered to in line with relevant clause of the BESPA.
f. In case two or more Bidders are selected for development of project at any project location, BSPGCL may stipulate scheme with common evacuation infrastructure (Pooling of Projects) with main meter at delivery point and project wise meter at output level of each project. The losses up to the delivery point will have to be shared by the developers in the ratio of energy recorded at project level meters.
g. BSPTCL/SLDC/DISCOMs shall stipulate necessary safeguards mandating that no project shall charge their BESS systems while other project(s) sharing common evacuation infrastructure are discharging their BESS systems.
h. Incase of sharing of infrastructure, if the failure of one BESSD results in any interruption in charging/discharging, such interruption shall not be attributed to the BESSD. The non-availability during the time to restore the interruption shall be accounted only for BESSD responsible for interruption.
i. The BESSD shall comply with BERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable. The scheduling of

power to/from the Project as per the applicable regulation shall be decided by BSPGCL. However, any Deviation Settlement Mechanism (DSM) penalties due to violation of the schedule of charging or discharging of the BESS shall be to the account of the BESSD. DSM penalties, if any, shall be levied separately on the respective entities as applicable, at their respective ends for the charging and discharging activities. Any consequential liability on DISCOMs in respect of charging/ discharging power purchase/ sale due to Deviation (DSM) at BESSD end shall be to the account of BESSD.

j. In order to remove potential discrepancies and ambiguities, the BESSDs are hereby instructed that, as part of scheduling of power to/from the Project, they will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces ofthe SAMAST portal of SLDC or any interfaces directed by SLDC for the corridor of power flow, as per the Regulations in force, under intimation to DISCOMs. DISCOMs may facilitate in identification of any discrepancy and assist the BESSD for its early rectification without any liability on DISCOMs. The BESSD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices.

k. Deviation Settlement Mechanism (DSM) penalties, if any, shall be levied separately on the BESSD as applicable, at their end for charging and discharging activities.

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

m. The BESSD shall be required to follow the applicable procedure for grant of connectivity as issued by BERC/CERC/CEA as amended from time to time. The BESSDs will be required to apply for connectivity at the identified locations within 30 days of Effective Date of BESPAs and shall furnish copies of the application as well as granted connectivity, to BSPGCL, BSPTCL and Discoms at the earliest. In case the BESSD fails to obtain connectivity at its identified location, the same shall be immediately notified by the BESSD to BSPGCL. At least 30 days prior to the proposed commissioning date, the BESSD shall be required to submit the Connection Agreement signed with the STU/BSPTCL.

8) Performance Criteria of the Project (BESS ratings and model illustrations assume a tendered capacity of 125 MW/500 MWh.)

A) Project performance parameters

1. The Contracted Capacity of the Project shall be in terms of “MW”, which shall also be referred to as the Project Capacity. DISCOMs obligation shall be for off-take of entire Contracted Capacity and energy at Delivery point.

2. For example, for a Project Capacity of 100 MW/400 MWh, Contracted Capacity shall be 100 MW/400 MWh under the BESPA. Accordingly, for a Contracted Capacity of 100 MW, the BESPA shall entitle the off taker

to schedule discharge up to 400 MWh of energy from the BESS in each cycle, subject to the following:

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

   Illustration: For a Contracted Capacity of 100 MW/400 MWh, assuming an RtE of 95%, DISCOMs shall supply charging power to the tune of 421.05 MWh, to expect a discharge of 400 MWh as per the desired schedule.

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

   For example, during the 3rd Year after COD, the energy scheduled for discharge from 100 MW/400 MWh capacity shall be more than or equal to 400x0.95x1 = 380 MWh.

c. Contracted capacity shall be the project capacity at delivery point. DISCOMs shall provide the charging energy factoring the RtE, as per specified RtE in RfS.

3. The total Project Capacity shall be for supply to and off take by DISCOMs and there will be no merchant capacity. The BESS shall adhere to the specifications and performance requirements laid out in **Annexure-A** of the RfS in this regard.
4. Power rating of a 500 MWh (125 MW x 4 hrs.) BESS will be 125 MW, i.e., the maximum value of the active output and input power at the Delivery Point. The Energy rating of 500 MWh of the system will be the dispatchable capacity at COD of the system considering degradation of BESS (i.e. Rte 95%) as provided in RfS, as measured at the Metering Point. Terms and definitions of terminologiesrelated to BESS shall be as defined in IEC 62933-2-1.
5. The BESSD shall make the BESS available for **1 operational cycle per day, i.e. 1 complete charge-discharge cycles per day**. Following provisions shall be applicable on the entire Project Capacity guaranteed to be off taken by DISCOMs:

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

i. "Availability" of the Project shall mean the ability of the BESS to execute a function i.e. charging or discharging, when called upon to do so, as per the schedule or signal provided by the off-taker, subject to the minimum system ratings specified herein. In addition, the BESSD

shall also demonstrate, on annual basis, 100% of the minimum dispatchable capacity of the BESS as required under Clause 8.A.5.iii below.

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

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

Where,

System Availability in a time-block=

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

Where,

a. i refers to the ith time-block in the year where Scheduled Injection/Drawl MUi ≠ 0.
b. Actual Injection/Drawl MUi is the Actual Scheduledfor Charging/Discharging in the iththe time-block, in MUs.
c. Scheduled Injection/Drawl MUi is the Energy Scheduled for Charging/Discharging inthe ith time-block, in MUs.
d. A and B shall be as per the DSM/UI Reports published by the Regional RPCs ormeasurement at the Main ABT Meter at the Point of Interconnection.

Monthly System availability shall be calculated as per above. The liquidated damages for **system availability below 95%** shall be calculated on monthly basis and will be settled on yearly basisSystem Availability should not be less than **90%** in any month of Year.

ii. The BESSD shall guarantee a **minimum AC to AC round-trip efficiency (RtE) of 95%** for the system on monthly basis. The BESSD shall be liable for Liquidated Damages to the off- taker, if any, on account of excess conversion losses, based on the following conditions:

System Roundtrip Efficiency =

$$\frac{\text{Sum total of actual injection/Discharging MUsj in a Year(C)}}{\text{Sum total of Actual Drawl/Charging MUsj in a Year (D)}}$$

Where,

j refers to the jth month in a year;

D ≠ 0;

D <= 2 x Ebess x (MDn-1 – (MDn-1 – MDn) x j/12)/ 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.a.5.iii. below);

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

RtEg refers to the guaranteed Round-Trip Efficiency under the BESPA;
C and D shall be as per the DSM/UI Reports published by the Regional RPCs/SLDCs or measurement at the Main ABT Meter at the Point of Interconnection.

Note:

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

or

The BESSD can draw auxiliary power from Interconnection point. Separate meter would be arranged by BESSD to measure auxiliary consumption which will be billed by the relevant DISCOM.

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

Contract Year	Min. Dispatchable Capacity at the end of Year (as a % of Capacity at the Beginning of Life/Final COD).
1	**Not less than 95%**
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	

iv. SLDC in consultation with BSPTCL and BSPGCL shall, in accordance with Applicable Page Laws and Regulations thereunder, issue instructions to the BESSD for dispatch of electricity to the Grid during such period and in such volume as it may specify in its instructions. The BESSD shall clearly specify the maximum recovery times required to restore the BESS for functional availability between duty cycles. The maximum allowed cooling time between Charge to Discharge or Discharge to charge should not be more than 1 hr.

v. 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 Incharge).
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.The timeline of maintenance schedule shall be on the discretion of DISCOMs.

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

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

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

6. Pursuant to the provisions as above, the BESSD shall plan the dispatch of electricity and convey its availability for scheduling thereof by to the State Load Dispatch Centre (SLDC) and shall supply electricity in accordance with the provisions of the Grid Code and the Electricity Act, 2003. The BESSD shall adhere to all the technical requirements as brought out in Annexure-A of the RfS. The BESS shall conform to all the applicable CEA Standards for connectivity, metering, communication with the grid Incharge etc. and BERC Regulations.

B) Shortfall in meeting Performance Criteria.

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

i. Shortfall in demonstrating minimum Availability: Subsequent to COD of full Project/Contracted Capacity, in case the monthly Availability demonstrated by the BESSD is less than the minimum as specified above, such shortfall in performance shall make the BESSD liable to pay the liquidated damages provided in the BESPA to DISCOMs. Liquidated damages on account of shortfall in meeting the minimum system Availability criteria as per Clause 8.a.5, will be computed as follows: Liquidated damages in **Rs.= (A – B) x C x D x 2** where, A is Guaranteed Annual Availability as per Clause 8.a.5.i above; B is Actual Annual System Availability, as calculated as per Clause 8.a.5.ii. above; C is BESS Power Capacity; D is Capacity Charges Rs/MW/month as discovered through bidding process; In case the BESSD fails to meet the monthly RtE demonstration as per Clause 8.a.5.ii above, additional Liquidated Damages for the unavailability of the required minimum RtE shall be applicable for the entire month.It is clarified that the calculation of Availability as per Clause 8.a.5.ii of the RfS will not include the planned outage as declared by the BESSD under Clause 8.a.5.iii of the RfS. However, in case the BESSD notifies any outage outside the planned outage hours, while BSPGCL may not actually schedule any power injection/drawl during those outage hours, such hours will be covered in calculating the Monthly Availability as per Clause 8.a.5.i. For example, in case the BESSD notifies outage for 10 hours outside the total allocated quota of planned outage

amounting to (34 x 6) hours, i.e. 204 hours, the denominator of the formula in Clause 8.a.5.

ii. Above will include the time-blocks corresponding to these 10 hours and exclude the 204 hours of planned outage. However, this damage shall not be applicable in events of Force Majeure identified under the BESPA with BSPGCL, affecting the availability of the system. ii. Shortfall in demonstrating minimum Round-trip-Efficiency: The provisions as per Clause 8.a.5.ii of the RfS shall be applicable in this case.

9) *Commissioning of Projects*

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

a) Part Commissioning Part commissioning of the Project, without imposition of any liquidated damages in terms of the BESPA, shall be accepted by BSPGCL subject to the condition that the minimum part commissioning capacity for the 1st part will be 50% or 50 MW which will be lower. The total number of installments in which a Project can be commissioned will not be more than 3, i.e., 1st initial installment of 50 MW and 2 subsequent installments. 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 22.4 of the RfS.

b) Commissioning Schedule and Penalty for Delay in Commissioning-

I. 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 05.07.2024, then SCD shall be 05.01.2026).

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

III. In case of delay in commissioning of the Project beyond the SCD until the date as per Clause 9.b.2 above, as part of penalty, the total PBG amount for the Project shall be encashed on per-daybasis and proportionate to the balance capacity not commissioned. For example, in case of a Project Capacity of 125 MW capacity, if commissioning of 100 MW capacities is delayed by 18 days beyond the SCD, then the penalty shall be calculated as: PBG amount X (100/125) X (18/180). For the purpose of calculations of penalty, 'month' shall be considered consisting of 30 days.

IV. As an alternative to the above encashment of PBG, the BESSD may choose to make a payment of the amount corresponding to the penalty, directly to DISCOMs.

V. In case the Developer chooses to make necessary payments in lieu of the penalty, the said payment shall be credited to DISCOMs 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 DISCOMs on the next business day.

VI. In case Commissioning of the Project is delayed beyond the date as per Clause 9.b.2 above, following shall be applicable:

i. The BESPA capacity shall stand reduced/amended to the Project Capacity commissioned until the deadline as per Clause 9.b.2 above.

ii. The entire PBG will be encashed by DISCOMs and the BESPA for the Project shall stand terminated for the balance un-commissioned capacity.

VII. It is clarified that for the purpose of commissioning, the Project Capacity shall refer to the rated capacity of the Energy Storage System as declared by the BESSD in the BESPA. Any reduction in the Project Capacity on account of the above Clause no. 9.b.5 will have no bearing on the obligation of the BESSD to provide the Contracted Capacity as per the BESPA.

VIII. It is to be noted that delay in commissioning / operationalization of the ESS charging source, solely on account of the BESSD, shall not be admissible among the factors warranting an extension in

10) *Delay in Commissioning on Account of Delay in readiness of STU evacuation infrastructure/Grid Access Operationalization.*

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

i. The BESSD has complied with the complete application formalities as per Clause 7.d above,

ii. The BESSD has adhered to the applicable Regulations/Procedures in this regard as notified by the SERC/STU, and

iii. The delay in grant of connectivity by the STU and/or delay in readiness of the STU substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the STU network, is a factor attributable to the STU/transmission licensee and is beyond the control of the BESSD;

The above shall be treated as delays beyond the control of the BESSD and SCD for such Projects shall be revised as the date as on 30 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of the Grid

Access. Decision on requisite extension on account of the above factor shall be taken by the BSPGCL in consultation with STU/BSPTCL.

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

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

11) *Early Commissioning*

The BESSD shall be permitted for full commissioning as well as part-commissioning of the Project even prior to the SCD. Early commissioning of the Project will be allowed solely at the risk and cost of the BESSD, and DISCOMs may purchase the capacity from such early commissioned Project at the BESPA charges (for the Contracted Capacity), only in case DISCOMs agrees to purchase the capacity at an earlier dateat the BESPA tariff.

As an incentive, if the project is commissioned within 12 months, DISCOMs will purchase the capacity at the BESPA tariff .

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

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

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

12) Viability Gap Funding Mechanism.

a) In line with the sanction order for State of Bihar under State Component, issued by the Ministry of Power dated 28.11.2024, Projects selected under this RfS will be eligible for grant of Viability Gap Funding (VGF) support by the Government for development of Battery Energy Storage Systems, and the same will be disbursed through the BSPGCL.

b) Under this RfS, the VGF amount eligible for each Developer shall be limited to the amount calculated at INR 27 Lakhs/MWh (Rupees Twenty-Seven Lakhs per MWh) or 30% of capital cost for BESS, whichever is lower. For example, for a Project Capacity of 100 MW/400 MWh, the maximum VGF amount to be sanctioned for the corresponding Project will be Rs. 108 Crores. BESS Developer shall submit certificate for the capital cost incurred for the Project awarded capacity, duly certified by the Statutory Auditors, within six months from the COD. In case VGF sanctioned amount is more than 30% of the certified capital cost, then VGF sanctioned amount shall stand revised to 30% of the certified capital cost and VGF disbursement amount shall be adjusted in the subsequent tranches or recovered from developer, as applicable.

c) VGF will be sanctioned separately for each Project, based on the Project Capacity as defined in the respective BESPA.

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

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

e) The VGF for each project shall be disbursed to BSPGCL, once BSPGCL certifies the achievement of the disbursement schedule milestone and submission of the required Bank Guarantee by BESSD. BSPGCL shall

disburse the tranche wise VGF to BESSD only after receipt of the same from the Govt. of India and Submission of BG by BESSD as per Clause 12.f.

f) Bank Guarantee: The 1ST tranche of VGF will be disbursed only after submission of Bank Guarantee (BG) for 100% of the total VGF amount to BSPGCL by the BESSD. This BG is in addition to the Performance Bank Guarantee provided by the developer as per clause 19 of this RfS. Upon achieving COD of the Project, the 2ND tranche of VGF shall be released. The BG will be retained by the IA for a period of 5 years starting from the COD and will be returned after the end of 5 years, taking into account recovery of VGF, if any.

g) If the BESSD fails to commission the project in the timeline provided in this BESPA, and project got terminated after disbursement of the quantum of VGF, BSPGCL will have full right to recover the total amount of VGF being disbursed till the date of termination of BESPA plus interest @ SBI-MCLR (1 Year) plus 5 (five) percent, as existing on the date of disbursement, accrued from the date of disbursement on the disbursed amount. In case Project capacity is being reduced as per, recovery of VGF amount shall be made on pro-rata basis corresponding to the capacity being terminated.

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

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

SECTION 3. STANDARD CONDITIONS OF CONTRACT

13) Obtaining RfS Documents.

Bidders who are interested in bidding can download tender document from https:/eproc2.bihar.gov.in or BSPGCL's website free of cost.

14)Cost of Documents & Bid Processing Fees.

Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RfS document along with a non-refundable processing fee as mentioned in the Bid Information Sheet. A Bidder will be eligible to participate in the bidding process only on submission of entire financial amounts as per the Bid Information Sheet. Payments against Cost of RfS document and Bid Processing

Fee shall be done only through NEFT/RTGS (electronic transfer), and the Bidder shall submit the transaction receipt, as part of the online bid submission.

I. Processing Fees Amount as applicable as per E-proc website of Bihar (https://www.eproc2.bihar.gov.in).

II. Prospective Bidders shall submit a non–refundable RfS fees of Rs 25,000/-plus GST@ 18% through DD in favor of Bihar State Power Generation Company Limited, payable at Patna or through RTGS/NEFT.

The bank details of BSPGCL are:

(i) Account Number : 8531101013045
(ii) Beneficiary Name : Bihar State Power Generation Company Limited
(iii) Bank Name:Canara Bank
(iv) Branch:Vidyut Bhavan , Patna
(v) Bank Address: Vidyut Bhavan , Nehru Path Patna
(vi) IFSC Code: CNRB0008531

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

15) Project Scope & Technology Selection

Under this RfS, the BESSD shall set up the Project including the dedicated transmission network up to the Interconnection/Delivery Point, at its own cost and in accordance with the provisions of this RfS document. All approvals, permits and clearances required for setting up of the Project and/or dedicated transmission network up-to 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.

16) Connectivity with the Grid

Please refer Clause 7 of the RfS.

17) Clearances Required from the Central/State Government and Other Local Bodies.

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

a) No Objection (NOC)/Environmental clearance (if applicable) for the Project.
b) Forest Clearance (if applicable) for the land for the Project.

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

The BESSD shall be required to follow the applicable rules regarding project registration with the State Nodal Agency (Bihar Renewable Development Agency i.e., BREDA) in line with the provisions of the applicable policies/regulations of the State where the Projects are being located. It shall be the responsibility of the BESSD to remain updated about the applicable charges payable to the SNA under the applicable State policies.

Note: The BESSD should apply for all the necessary approvals, permits and clearances not more than 120 days from the Effective Date of the BESPA, which shall be complete in all respects, incorporating the clarifications/changes as required by the concerned authorities. The above timeline shall be adhered to, in order to examine cases where the BESSD faces delay in grant of the necessary approvals and permits, for a period substantially greater than the standard period of grant of approval by the respective organizations.

A) In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 7/10/2021-PPD(1) dated 23.02.2023 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS:
   i. Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority (as defined in the OM as referred above).
   ii. Any Bidder (including an Indian Bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to participate in this RfS only if the Bidder is registered with the Competent Authority under the referred OM.

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

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

v. "Beneficial owner" for the purposes of Clause 17.a.4.iv, above will be as defined in the referred Page 24 of 123 OM, including subsequent amendments and clarifications thereto.

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

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

18) Bank Guarantee against Earnest Money Deposit (EMD)

a) Earnest Money Deposit (EMD) of INR **7.5 Lakhs / MW** (Rupees Seven Lakhs and Fifty Thousand per MW) of the Project in the form of Bank Guarantee according to Format 7.3A and valid for 12 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes.

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

The EMD shall be valid as per the timelines stipulated above. However, shortfall in the EMD validity, if any, up to a period of seven (7) days shall be acceptable. Further, an additional shortfall only in the following cases shall be acceptable: If the Bidder has submitted the EMD with validity as per original bid submission date or as per any revised submission date, and if the deadline for submission of bids has been extended further, the Bid Guarantee shall be acceptable provided, the EMD is valid for more than two months from the actual date of bid submission and the Bidder submits the EMD extension for the requisite period within seven days from the date of actual bid submission, if required.

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

d) **Forfeiture of EMD:**

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

i. If the Bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;
ii. In case, BSPGCL offers to execute the BESPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 22 of the RfS or does not execute the BESPA within the stipulated time period;
iii. 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;
iv. If the Bidder fails to furnish required PBG/POI in accordance with Clause 19 of the RfS.

19) Performance Bank Guarantee (PBG)

a) Bidders selected by BSPGCL based on this RfS shall submit Performance Bank Guarantee (PBG) for a value of INR 18.5 Lakhs/- (INR Eighteen Lakhs and Fifty Thousand per MW), to BSPGCL, prior to signing of BESPA. It may be noted that Successful Bidders shall submit the PBG according to Format 7.3B with a validity period up-to (& including) the date as on 9 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 BSPGCL to the Successful Bidder.

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

Note: The PBGs are required to be submitted 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.

c) The BESSD shall furnish the PBG from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI). In case of the Project being implemented through an SPV incorporated by the Successful Bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in Clause 39.3 of the RfS.

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

e) BSPGCL 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 BSPGCL in terms of the guarantee as in the case of appropriation of the cash deposit lying with BSPGCL.

f) The selected Bidder for the Project selected based on this RfS is required to sign BESPA with BSPGCL, BSPHCL, both Bihar Discoms within the timeline as stipulated in Clause 22 of the RfS. In case, BSPGCL offers to execute the BESPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 22 of the RfS, or does not execute the BESPA within the stipulated timeperiod, then the Bank Guarantee equivalent to the amount of the EMD shall be encashed by BSPGCL from the Bank Guarantee available with BSPGCL (i.e. EMD or PBG) as liquidated damages not amounting to penalty, the selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect.

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

h) All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/BESSDs. Any Bank Guarantee or amendment to be submitted as part of the bidding process / contract execution shall be effective only when the BG issuance message is

transmitted by the issuing bank through SFMS (insert SFMS details of BSPGCL).

i) After the bidding process is over, BSPGCL shall release the Bank Guarantees towards EMD of the un-Successful Bidders within 15 days after issuance of LoI. EMD of the Successful Bidders shall be released within 15 days after signing of BESPA. 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.

21) Integrity Pact (IP)

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

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

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

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

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

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

21 (A) Independent External Monitors (IEM)s.

In respect of this package, the Independent External Monitors (IEMs) would be monitoring the bidding process and execution of Contract to oversee implementation and effectiveness of the Integrity Pact Program. The Independent External Monitors (IEMs) has the right to access without restriction to all Project documentations of the Employer including that provided by the Contractor. The Contractor will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The IEMs are under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Sub-Contractors/ JV partners/ Consortium member with confidentiality.

22 Battery Energy Storage Purchase Agreements (BESPA).

i. The BSPGCL, BSPHCL , Bihar Discoms 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 the BSPGCL and the BESSD is available on https://www.eproc2bihar.gov.in (and also in the BSPGCL's website). The BESPA will be signed within 30 days of issuance of LoAs, if not extended by the BSPGCL. BESPA will be executed between the BSPGCL and selected bidder or its SPV separately for each Project.

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

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

iv. 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. BESPA shall be extended for the remaining cycles of the battery at

50% of BESPA tariff for a period mutually agreed between BESSD and BSPGCL prior to the Expiry of the BESPA.

v. Definition of Expiry of RfS: Shall mean the date occurring as on twelve (12) years from the Scheduled Commissioning Date (SCD) or the date of full commissioning of the Project, whichever is later, subject to the condition that the storage capacity shall be made available to BSPGCL for a period up to 12 years from the from the Scheduled Commissioning Date (SCD) or the date of full commissioning of the Project, whichever is later, unless extended by the Parties as per this Agreement. BESPA shall be extended for the remaining cycles of the battery at a reduced BESPA tariff mutually agreed between BESSD and BSPGCL prior to the Expiry of the BESPA.

vi. The Performance Bank Guarantee as per Clause 19 above shall be submitted by the BESSD prior to signing of BESPA. Before signing of BESPA between BSPGCL, BSPHCL , Bihar Discoms and the BESSDs, BSPGCL 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.

vii. Successful Bidders will have to submit the required documents to BSPGCL within 20 days from the issue of LoA. In case of delay in submission of documents beyond the 20 days as mentioned above, BSPGCL 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 30 days from the date of issue of LoA, or the date of signing of BESPA, whichever is later (for example, if the date of LoA is 07.04.2025, the Effective Date will be 06.05.2025 or date of signing of BESPA, whichever is later). Subsequent to expiry of the 30 -day period after the issuance of LoA, in case BSPGCL intimates to the Successful Bidder, a particular date as the date for signing of BESPA, the specified date shall become the Effective Date of the BESPA, irrespective of the date of signing of BESPA.

viii. 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, Bihar Discoms , 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.

23 Financial Closures or Project Financing Arrangements

i. The Projects shall achieve Financial Closure within the date as on 9 months after the Effective Date of the BESPA (for e.g. if Effective Date is 06.07.2024, the above deadline will be 06. 04.2025).

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

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

iv. In case of default in achieving above condition as may be applicable within the stipulated time, BSPGCL shall be entitled to encash PBG 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, BSPGCL 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 eitherthe requisite documents or the necessary amount upon expiry of the above-mentioned notice period of 7 days- BSPGCL shall encash the PBG 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 BSPGCL. 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.

v. The BESSD will have to submit the required documents to BSPGCL at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned

above, BSPGCL shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.

24 Land Arrangements for the Project.

i. Land identification and possession shall be in line with Clause 6 of the RfS.
ii. The BESSD shall submit Right of Use (RoU) agreement/ NOC from BSPTCL for a period not less than the complete term of the BESPA, within 60 days of signing of the BESPA. The RoU shall be terminated in case of default of the BESSD.
iii. With respect to signing of the RoU agreement for the required land to set up BESS by the BESSD, commissioning of the project will not be allowed until submission of land agreement by the BESSD in terms of this Clause and Clause 6 of the RfS except when the delay in signing of ROU is on account of BSPTCL/BSPGCL. However, in case of delays in signing of ROU 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.
iv. 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.

25 Commercial Operation Date (COD)

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

The BESSD shall obtain necessary charging and safety clearances from the Central Electricity Authority prior to commissioning of the Project. The 12-year tenure of BESPA shall be as per the provisions of BESPA. Any capacity being offered to the grid before COD shall be first offered to BSPGCL and in case BSPGCL does not agree to buy this capacity made

before COD then developers will be free to make short-term sale to any organization or individual BSPGCL shall communicate its willingness to buy the BESS capacity made available before COD, within 15 days from the date of communication from BESSD. Declaration of COD will be governed by applicable Grid Code provisions, and in case of discrepancy between the procedure given in the RfS and that stipulated in the Grid Code, the provisions of Grid Code will prevail.

26 Modifications in Controlling Shareholding

i. The BESSD shall indicate its shareholding in the company indicating the controlling shareholding before signing of BESPA with BSPGCL, BSPHCL , Bihar Discoms.

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

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

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

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

c. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of 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.

iii. In case of Project being executed through SPV, the Successful Bidder, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the BESPA, shall not fall below 51% at any time prior to COD of the Project. In the event the Successful Bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the BESPA, shall not fall below 51% at any time prior to COD. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

iv. 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.

v. 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 up-to the COD.

vi. Any change in the shareholding after COD can be undertaken under intimation to BSPGCL.

vii. In the event of Change in Shareholding/ Substitution of Promoters triggered by the FinancialInstitutions 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 BSPGCL.

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

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

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

b) In case of a Bidding Consortium, a Power of Attorney in favor 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 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 BSPGCL, BSPHCL , Bihar Discoms. 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 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 ProposedTechnology Tie Up as per **Format 7.10** (to be filled out separately for each Project).

k) Integrity Pact between BSPGCL and the Bidding Company as per **Format 7.11**.

l) Original declaration on fraud prevention policy as per **Format 7.14**.

m) Original self-attested filled format for not blacklisted as per **Format 7.15**.

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. BSPGCL reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that RfS conditions have been complied with and the Bidder will ensure submission of the same within the required timelines.

iv. Certified copies of annual audited accounts for the last financial year, i.e. FY 2023-24/2022- 23, or provisional audited accounts duly certified by a practicing Chartered Accountant (as applicable), along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable), shall be required to be submitted.

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

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

o) Estimate of Cost of Project as per **Format 7.13** (BoQ).

28 Important Notes and Instructions to Bidders.

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

ii. The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted online will be verified before signing of BESPA in terms of Clause 22 of the RfS.

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

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

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

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

vii. The response to RfS shall be submitted as mentioned in Clause 27 of the RfS. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. However, BSPGCL reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.

viii. Bidder to familiarize themselves with e-procurement portal of BIHAR (www.eproc2.bihar.gov.in).

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

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

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

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

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

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

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

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

29 Non-Responsive Bid.

The electronic response to RfS submitted by the Bidder along with the documents submitted online to BSPGCL 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":

i. Non-submission of the requisite Cost of RfS and/ or Processing Fee as mentioned in the Bid Information Sheet.
ii. Response to RfS not received by the due date and time of bid submission.
iii. 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.
iv. Any indication of tariff in any part of response to the RfS, other than in the financial bid.
v. Data filled in the Financial Bid (BoQ), not in line with the instructions mentioned in **Format 7.13**.
vi. 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.
vii. Non-submission or partial submission of EMD in acceptable form along with response to RfS.

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

30 Method of Submission of Response to RfS by the Bidder.

1. The Bidder has to submit original of following documents **offline**:
   a. RISK Fees (DD), Tender Fees (DD/BC) and Bank Guarantee/ Payment on Order Instrument towards EMD as mentioned in the Bid Information Sheet (as per **Format 7.3A/ 7.3D**). One EMD may be submitted for the cumulative capacity quoted by the Bidder, or individual EMDs may be submitted for each Project.
   b. (Any documentation required as part of submission of bid on the bidding portal decided by BSPGCL).

No documents will be accepted in person, on or after the date of bid submission. The Bidders shall submit the bank guarantee (a receipt in case of Online Bank Guarantee), either in person or through post, at the office of Chief Engineer, BSPGCL, 5th floor, Vidhyut Bhawan, Bailey Road, Patna before the 15:00 Hrs. on 24.03.2025, otherwise the bid shall be considered as incomplete.

Bank Guarantee 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 BSPGCL 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 22.04.2025, the above deadline will expire at 18:00 hrs on 24.04.2025. In case of the above deadline being a holiday, the next working day in BSPGCL will be the deadline for submission of Bank Guarantees.

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

The bidding envelope shall contain the following sticker:

RfS for Procurement of __ MW/__MWh Standalone Battery Energy Storage Systems inBihar withVGF under Tariff-based Global Competitive Bidding.	
No. of Projects Bid for	
RfS Reference No.	_____ dated: _____
Submitted by	(Enter Full name and address of the Bidder)
Authorized Signatory	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
Bid Submitted to	The Chief Engineer, BSPGCL, 5th floor, Vidyut Bhawan, Nehru Path, Patna – 01.

2. Documents to be Submitted **Online**.

The Bidders shall strictly follow the instructions mentioned in the electronic form in respective technical bid and financial bid while filling the form.

If the Bidder has submitted bid online and fails to submit the Processing Fees, Tender Fees and Bank Guarantee for requisite amount offline before bud submission end date and time, then the same shall be treated as incomplete bid and Cost of RfS, Processing fee submitted at this stage will be encashed, the EMD(s) shall be returned and the submitted bid will stand cancelled.

All documents of the response to RfS submitted online must be digitally signed and uploaded on the website; http://eproc2.bihar.gov.in Response to RfS shall contain the following:

I. Cover-1

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

a. Formats - 7.1, 7.2 (if applicable), 7.3 A, 7.4, 7.5 (if applicable), 7.6, 7.7, 7.8/7.8A, 7.9, 7.10 and 7.11 as elaborated in Clause 27 of the RfS.

b. All attachments elaborated in Clause 27 of the RfS, under the sub-clause l: Attachments, with proper file names.

c. All supporting documents regarding meeting the eligibility criteria.

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

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

II. Cover-2 (Financial Bid/BoQ)

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

f. Covering letter as per Format - 7.12 of the RfS

g. Preliminary Estimate of Cost of the Project as per Format 7.13 of the RfS.

Only a single capacity charges (INR/MW/MONTH) for all the Projects applied for, shall have to befilled online, else the bid shall be considered as non-responsive.

Important Note:

a) The Bidders shall not deviate from the naming and the numbering formats of envelops mentioned above, in any manner.
b) In each of the envelopes (as part of online bid submission), all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.
c) All the envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.
d) In case the Bidder submits the online documents on **http://eproc2.bihar.gov.in** within the bid submission deadlines and fails to submit the offline documents in the office of BSPGCL within the bid submission deadlines, the online bid of the Bidder shall not be opened. Similarly, bids submitted offline but without any online submission on **http://eproc2.bihar.gov.in** shall not be opened and the EMD shall be returned to the respective Bidder.
e) The tariff to be quoted in the Financial Bid shall be exclusive of GST (for providing the storage service). GST levied on the storage service being provided by the Project, if any, shall be passed through to BSPGCL.

31 Notice Board for Display

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

_____MW/_____MWh STU-Connected Battery Energy Storage System Owned and operated by ---------- (insert name of the BESSD) [Under RfS for procurement of 500 MWh projects of Battery Energy Storage Systems in the state of Bihar under Tariff-based Competitive Bidding (TBCB), in the premises of GSS of BSPTCL with Viability Gap Funding (VGF) Support by (Bihar State Power Generation Company Limited) Village....., Tehsil....., District....., State.....

32 Validity of the Response to RfS.

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

33 Bid Preparation Cost.

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

34 Clarifications/ Pre-Bid Meeting/ Enquiries/ Amendments.

i. Clarifications/ Doubts, if any, on RfS document may be emailed on chiefengineerbspgcl@gmail.com. The format for submission of clarifications is available on the portal.

ii. BPSGCL 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 BSPGCL response will be uploaded http://eproc2.bihar.gov.in. If necessary, amendments, clarifications, elaborations shall be issued by BSPGCL which will be notified on BSPGCL website & on http://eproc2.bihar.gov.in. No separate reply/ intimation will be given for the above, elsewhere. In the event of the issuance of any revision or amendment of the RfS documents, the Bidders shall be provided a period of at least 7 days therefrom, for submission of bids.

iii. A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet (Venue to be notified later on BSPGCL website).

iv. Enquiries/ Clarifications may be sought by the Bidder by contacting BSPGCL officials as per the details contained in the Bid Information Sheet.

35 Right of BSPGCL to Reject a Bid.

BSPGCL 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 BSPGCL"s account), without any interests, shall be returned to the respective Bidders.

36 Post Award Compliances

i. 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. BSPGCL, BSPHCL , Bihar Discoms shall not be liable for issuing any intimations/ reminders to BESSDs for timely completion of milestones and/ or submission of compliance documents.

ii. Any checklist shared with BESSD by BSPGCL 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.

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

Activity	Duration
Date of issuance of RfS	Zero Date (A)
Date of pre-bid meeting	A+10 days
Bid submission deadline	A+30 days (=B)
Issuance of LoAs	B+45 days (=C), Subject to approval from BERC, whichever is later.
Application for connectivity by the BESSD	C+30 days
Effective Date of BESPAs	C+ 30 days (=D)
Financial Closure	D+9 months
Release of 1st tranche of VGF on financial closure subject to submission of BG and proof of possession of 90% of the total land	D+9 months (upon fulfillment of FC)
Project commissioning	D+18 months (=E)
Release of 2nd tranche of VGF	D+18 months (upon achieving COD)
Release of 3rd tranche of VGF	E+1 year

Release of 4th tranche of VGF	E+2 years
Release of 5th tranche of VGF	E+3 year

The above timeline is tentative in nature and is subject to change according to the State's Procurement Rules.

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

SECTION 4 - QUALIFICATION REQUIRMENTS FOR BIDDERS

Bidders participating in the RfS should meet the qualifying requirements stipulated under clause 37.1 (i) or 37.1(ii) or 37.1 (iii) or 37.1(iv) and 37.2, 37.3 & 37.4 as applicable. In addition, the Bidder should also meet the requirements stipulated under clause 38.0 & 39.0 together with the requirements stipulated in RFS.

37 General Eligibility Criteria

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

1. The Bidder must fall under either of the following categories:
   i. A Company under the Companies Act, 2013.
   ii. A Foreign Company Joint Venture (JV) with Indian Company being governed by Indian Company Act, 2013.
   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.

2. In case of foreign company with Joint Venture (JV) with Indian Company i.e. the Bidder under clause 37.1 (ii), participating and its selection as Successful Bidder, it may form a "Special Purpose Vehicle" (SPV), i.e. an Indian Company registered under the Companies Act, 2013 as its subsidiary Company, with at least 51% shareholding in the SPV, before signing of BESPA and it shall comply with all the laws and provisions related to Foreign Direct Investment in India.

   In case the foreign company participating as a member of consortium, Clause 37.4 of the RfS shall be applicable.A Consortium i.e. Bidder participating under clause 37.1 (iv), shall participate with one of the consortium partners as the Lead Member.
3. The Consortium shortlisted and selected against this RfS has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of BESPA, keeping the original shareholding of the Bidding Consortium unchanged. In case applications for multiple Projects have been made by a Consortium, separate Project Companies can be formed for each Project. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (Format 7.5).
4. A consortium, i.e. Bidder participating under clause 37.1 (iv), if selected as Successful Bidder for the purpose of implementing the Project, shall incorporate a Project company before signing of BESPA with BSPHCL/DISCOMs/BSPGCL with equity participation by the Members in line with consortium agreement submitted along with the bid i.e. the Project Company incorporated shall have the same shareholding pattern as that indicated in the Consortium Agreement given at the time of submission of response to RfS. This shall not change till the signing of BESPA and the Controlling Shareholding (Lead Member holding not less than 51% of the voting rights and paid up share capital) shall not change from submission deadline of response to RfS up to Commercial Operation Date ("COD") of the Project. Transfer of controlling

shareholding within the same group of companies will however be allowed prior to COD with the permission of BSPGCL, subject to the condition that, the management control remains within the same group of companies.

NOTE:

a. Limited Liability Partnerships (LLPs) are not eligible for participation.
b. A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated/acquired as a subsidiary Company of the Successful Bidder for setting up of the Project, with at least 51% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of BESPA. Multiple SPVs may also be utilized for executing more than one Project.
c. The Bidder or any of its Affiliates should not be a willful defaulter to any lender. Further, the Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors should not have been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc. or the United Nations or any of its agencies. The Bidder shall submit an undertaking to this effect, as per Format 7.7 of the RfS.

38 Technical Eligibility Criteria

i. 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.
ii. The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of Clause 23 of the RfS. The undertaking shall be submitted as per enclosed Format 7.9 of the RfS.
iii. The Projects shall also comply with the performance criteria as detailed in Clause 8 of the RfS.

39 Financial Eligibility Criteria

i. **Net-Worth/ Asset Under Management (AUM) or** Investible Funds

a) The Net Worth of the Bidder should be positive .
b) In case of the Bidder being a SEBI registered AIF, the cumulative value of Assets Under Management (AUM) with minimum requirement as decided by BSPGCL shall be demonstrated. In this context, AUM shall mean the amount as certified by the Statutory Auditor of the AIF.
c) The net-worth/value of AUM to be considered for the above purpose will be the cumulative networth 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.
d) Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with relevant provisions provided in tender document 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.

ii. Liquidity

In order to ascertain that the Bidder has sufficient means to manage the fund requirements for the Project, the Bidder shall be required to demonstrate the following parameter:

A minimum annual turnover of INR **3 Crores per MW** (Rupees Three(3) Crore per MW) of the quoted capacity in MW in the three (3) previous financial year as on the date of techno- commercial bid opening. It is hereby clarified that "Other Income" as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.

iii. Except for AIFs, the Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per Clauses 39.1 and 39.2 above. In case of the Bidder being a Bidding Consortium, any Member (except an AIF) may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and Performance Bank Guarantees 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.

iv. For the purposes of meeting financial requirements, only latest audited annual accounts shall be used. However, audited 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 account.

v. A Company/Consortium would be required to submit annual audited accounts for the last three financial yearor 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 in consortium with the Indian Company, the Bidders shall be required to submit the annual audited accounts for the last respective financial year at least 7 days prior to the bid submission deadline.

vi. In case the Bidder has participated under Clause 37.1 (iv) i.e. Consortium, then the financial requirement (both the Net-Worth and Liquidity requirements) to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company. For example, if two companies A and B form a Consortium with equity participation in 70:30 ratio and submit their bid for a capacity of 500 MWh (125 MW x 4hrs), then, total Net-Worth to be met by the Consortium is Rs. 73 Lakh x 500 MW = Rs. 365 Crores. Minimum requirement of NetWorth to be met by Lead Member A would be minimum Rs. 127.76 Crores and to be met by Consortium Member B would be Rs. 55.76 Crores. Similar methodology shall be followed for computation of liquidity requirement.

vii. 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 up to 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 up to COD of the Project.

SECTION 5. BID EVALUATION AND SELECTION OF PROJECTS

40 Bid Evaluations

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

41 Techno-Commercial Evaluations of Bidders (Step 1)

a. The first envelope (Technical Bid submitted online) of only those bidders will be opened by the BSPGCL whose required documents as mentioned at Clause 30 of the RfS are received by the BSPGCL. 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 22.04.2025, the online bid opening will be conducted on 24.04.2025. In case of the above deadline being a holiday, the bids will be opened on the next working day.
b. Subject to Clause 29 of the RfS, the BSPGCL will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, the BSPGCL may seek clarifications/additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/additional documents sought by the BSPGCL within 07 (seven) days from the date of such intimation from the BSPGCL. All correspondence in this regard shall be made through email only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. The BSPGCL shall not be responsible for rejection of any bid on account of the above.
c. The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per the RfS.

42 Financial Bid Evaluations (Step 2)

i. In this step evaluations of Techno-Commercially Qualified Bids shall be done based on the capacity charges, or the “First Round Tariff”, quoted by the Bidder in the Financial Bid. After this step, the shortlisted Bidders shall be invited for the Reverse Auction. The “tariff” in this section, will refer to the capacity charges quoted by the Bidders.
ii. 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.

iii. 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 fot total Project capacity applied for. The tariff has to be quoted in Indian Rupee per MW per month in whole numbers only (no decimal places allowed). If it is quoted with any decimal places, the digits in the decimal places shall be ignored. (For e.g. if the quoted tariff is INR 2,00,000.34/MW/month, then it shall be considered as INR 2, 00,000/MW/month).

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

v. 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 BSPGCL. Thereafter, BSPGCL will take appropriate action as deemed fit.

vi. 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.

vii. All Bidders with same tariff shall be eligible for reverse auction round (provided their rank is equal to or less than nth Bidder as mentioned in Clause 43.7 of the RfS.

viii. Ranking of Bidders after Financial Bid Evaluation: Following illustrates an example of ranking of Bidders after financial bid opening and evaluation.

Bidder	Submitted Financial Bid	Ranking
B1	₹ 2,50,000 (Tariff in ₹/ MW/month)	L1
B2	₹ 2,52,000 (Tariff in ₹/ MW/month)	L2
B3	₹ 2,53,000 (Tariff in ₹/ MW/month)	L3
B4	₹ 2,54,000 (Tariff in ₹/ MW/month)	L3
B5	₹ 2,55,000 (Tariff in ₹/ MW/month)	L4
B6	₹ 2,61,000 (Tariff in ₹/ MW/month)	L5
B7	₹ 2,65,000 (Tariff in ₹/ MW/month)	L6
B8	₹ 2,96,000 (Tariff in ₹/ MW/month)	L7
B9	₹ 3,10,000 (Tariff in ₹/ MW/month)	L8

43 Reverse Auctions (Step 3)

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

BSPGCL has made arrangement with M/s Beltron Ltd., Patna for providing e-auction facility (reverse auction) through portal

https://eproc2.bihar.gov.in/ Bidders should go through the instructions given below and submit acceptance for the same:-

ii. It is mandatory for each & every participating Bidder to register/enroll them on portal https://eproc2.bihar.gov.in/ by paying registration fee (non-refundable) as mentioned below: -

S. No	Description	Charges in INR	Method of payment
01	Annual Registration Fee/ Charges from each Bidder for participating in eTenders/Reverse Auctions of BSPGCL only: (Mandatory)	As Applicable	Detail for on-line payment is mentioned below.
02	Auction processing fee for e-reverse & below. e-forward auctions payable by all qualified Bidders per Project (Mandatory)	As Applicable	

Notes: -

I. All applicable Taxes and duties as per govt. norms are in addition to the above charges. Presently, Goods and Service Tax (GST) @ 18 % is applicable. Any other charges i.e. transaction charges of Online Payment Gateway by the bank/payment gateway service provider or bank commission charges etc. shall be borne by participating Bidder.

II. Annual Registration Fee shall be not refunded in any condition. Supplier/Bidder Participation Charges will not be refunded/ adjusted in the case of an e-tender/e-reverse auction being cancelled or retendered by BSPGCL due to any reason whatsoever.

III. All end-users will have to procure Digital Signature Certificates at their own cost.

iii. **Vendor Registration and Participation in Auction.**

I. All intended Bidders have to register them on portal https://eproc2.bihar.gov.in/by paying applicable charges mentioned above by available e-payment facility only.

II. Invited Bidders/qualified Bidders in each auction have to pay auction processing fee while making request for participation by available e-payment facility.

III. Various options are available under e-payment facility which includes debit card, credit card, Net banking etc.

IV. Various Help Manuals for Registration, Participation and Bidding in auctions, login process, System settings etc. are available on said portal all time for Bidder support.

V. Annual registration fee and participation charges for Reverse Auction Portal shall be paid online only. Further, it is mandatory to each & every Bidders to pay the above charges of Annual registration of Reverse Auction portal within scheduled date & time before reverse auction. Copy of EMD, processing fee & tender fee/ cost as per NIT otherwise their bid shall not be opened.

VI. After paying registration fee, Bidders accounts will become active and able to login, view and participate in hosted auctions on the portal provided by M/s Beltron Ltd. Bidders are advised to login for first time with initial system provided password and change the Password as they desired. Bidders may modify their profile generation information if any to ensure correct information and confidentiality. All bids made from the Login ID given to the Bidders will be deemed to have been made by the Bidders/ Bidders' company.

iv. Participating Bidders are required to make separate payment for registration and participation through online mode as mentioned above for participation in Reverse Auction. Further, it is mandatory to each & every Bidders to pay the registration fee and make registration on the Beltron portal of Reverse Auction portal within scheduled date & time as per NIT and copy of the same should be submitted through e-mail or along-with hard copy of EMD, processing fee & tender fee/ cost, otherwise their bid shall not be opened. In case of submission of participation charges of Reverse Auction Portal on-line; it is mandatory for each & every qualified Bidder to pay the participation charges of Reverse Auction portal to participate in Reverse auction. However, if any Bidder does not pay the participation charges then he will not able to participate in Reverseauction and prices mentioned in their price-bid shall be considered as final quoted prices against above NIT.

v. Computerized Reverse Auction shall be conducted by M/s Beltron Ltd. on portal https://eproc2.bihar.gov.in/ prespecified date which shall be intimated to techno-commercial qualified Bidders before start of Reverse Auction. The Bidders shall quote in RA from their own offices/ place of their choice. Proper Internet connectivity or any other necessary arrangement for RA shall have to be ensured by Bidder's themselves. Further, it is mandatory for every qualified Bidder to pay the participation charges of Reverse Auction portal after invitation of Reverse Auction and before starting of Reverse Auction otherwise their bid shall not be considered for further evaluation and EMD may be forfeited.

vi. Bidders are advised to get fully acquainted with the procedure of Reverse Auction and clear all their doubts such as login to RA, RA process, refreshing of Screen etc. from Beltron Ltd., Patna.

Website: https://eproc2.bihar.gov.in/
Address:RJ Complex , 2nd floor , opposite Vidyapeeth institute , KHAZPURA Ashiana road , PS – Shastri Nagar Patna -14
(Working Hr – 8.00 am to 7 .00 pm , except Sunday & holidays)
Telephone No.18005726571
e-mail id for support: eproc2support@bihar.gov.in

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

vii. Procedure of Reverse Auction:

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

No. of Eligible Bidders for a particular Project	Action to be done
Up to 4 Bidders	Reverse Auction shall be held without removing any Bidder.
5 to 9 Bidders	Reverse Auction process shall be carried out after removing the one (1) Highest Bidder (i.e. H1 Bidder) based on evaluated price.(if remaining capacity exceeds 500 MW after removing H1)
No. of Bidders 10 and Above	Reverse Auction process shall be carried out after removing the two (2) Highest Bidders (i.e. H1 and H2 Bidders) based on evaluated price.

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

viii. Schedule for reverse auction:

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

ix. Auction extension time:

Based on eproc website, If a Bidder places a bid in the last 10 minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall be extended automatically for another 10 minutes, for the entire auction. Please note that the auto-extension will take place only if a bid comes in those last 10 minutes and gets accepted. If the bid does not get accepted, the auto-extension will not take place even if that bid might have come in last 10 minutes. In case, there is no bid in last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, Bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related to internet connectivity, network problems, system crash down, power failure, etc.

x. Bidding currency and unit of measurement:

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

xi. Lowest bid of a Bidder:

In case the Bidder submits more than one bid in Reverse Auction, the lowest bid at the end of Online Reverse Auction will be considered as the Bidder's final offer to execute the work.

xii. Post auction procedure:

a. During the Online Reverse Auction, if no bid is received in the auction system/ portal within the specified time duration of the Reverse Auction, then BSPGCL, at its discretion, may decide to revise the auction's opening price/ scrap the online reverse auction process or action as deemed appropriate by BSPGCL.

b. BSPGCL or the service provider i.e. M/s Beltron Ltd., Patna are not responsible for any unforeseen circumstances i.e. failure of Internet connectivity, failure of power or loss of connectivity at the premises of Bidders etc. due to which Bidder is not able to participate in the Reverse Auction. On account of this, the time for the auction shall not be extended and neither BSPGCL nor M/s Beltron Ltd., Patna is responsible for such eventualities. In order to ward-off such contingent situation Bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the Reverse Auction successfully.

c. Bidder's bid will be taken as an offer to execute the work/ supplies of the item as per NIT No. **02/PR/BSPGCL/2024-25**. Bids once made by the Bidder, cannot be cancelled/ withdrawn by the Bidder and Successful Bidder shall be bound to execute the work as mentioned in tender documents at Bidder's lowest bid price through RA accepted by BSPGCL. If a Successful Bidder back out and does not execute the contract as per the lowest rates quoted by Bidder in RA, BSPGCL shall forfeit the EMD and may take action like suspension of participating in future tenders etc.

d. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:
   i. Leading (Running Lowest) bid-price in the Auction (only total evaluated price of package).
   ii. Bid price placed by the Bidder.
   iii. Standing of its bid vis-a-vis other bids.
   iv. Start Price.
   v. Decrement value.
e. BSPGCL's decision on award of contract shall be final and binding on all the Bidders. BSPGCL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, without assigning any reason. Contract may be awarded to the Bidder having lowest bid value after Reverse Auction. However, BSPGCL does not pledge to accept the lowest or any tender and reserves the right of accepting the whole or any tender as it may think fit without assigning any reason.
f. BSPGCL shall not have any liability to Bidders for any interruption or delay in access to the RA Portal respective of any cause. In such cases, the decision of BSPGCL shall be binding on the Bidders.
g. If there is any clash between this document and the FAQ available on the web site of M/s Beltron Ltd. (if any), the terms & conditions given in this document will supersede the information contained in the FAQs. Any changes made by BSPGCL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the Bidder continues to access the portal after that time.
h. The Bidder shall not divulge either his bids or any other exclusive details of BSPGCL to any other party. If the Bidder or any of his representatives are found to be involved in price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other Bidders, appropriate action shall be initiated by BSPGCL.

xiii. Selection of Successful Bidder:

a. The Bids received will be evaluated by the Owner to ascertain the most suitable with technical factors with quoted price.
b. After the Reverse Auction is closed, the Contract will be awarded to the Bidder based on Reverse Auction process and considering above clause i.

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

44 Issuance of LoAs.

a. At the end of the selection process, a Letter of Award (LoA) will be issued to the Successful Bidders for each Project. In case of a Consortium being selected as the Successful Bidder, the LoA shall be issued to the Lead Member of the Consortium.
b. BSPGCL reserves the right to annul the bid process without any financial implications to any of the parties concerned.
c. In all cases, BSPGCL's decision regarding selection of Bidder through Reverse Auction or other- wise based on tariff or annulment of tender process shall be final and binding on all participating Bidders.
d. In case of delay in signing of BESPA beyond 3 months from the date of issuance of LoAs, or any other extended date as mutually agreed between BSPGCL and the Successful Bidders, the awarded capacity shall stand cancelled.

SECTION 6. DEFINITIONS OF TERMS

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

1) "**ACT**" or "**ELECTRICITY ACT**, **2003**" shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time.
2) "**AFFILIATE**" shall mean a company that, directly or indirectly,
   a. controls, or
   b. is controlled by, or
   c. 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.

3) "**APPROPRIATE COMMISSION**" shall mean as defined in the BESPA.
4) "**AVAILABILITY**" shall mean as defined in Clause 8 of the RfS.
5) "**BATTERY ENERGY STORAGE SYSTEMS**" or "**BESS**" shall mean the system(s)/projects utilizing methods and technologies such as electrochemical batteries (Lead Acid, Li-ion, solid state batteries, flow batteries, etc.), providing a facility that can store chemical energy and deliver the stored energy in the form of electricity, including but not limited to ancillary facilities (grid support, for example). Such systems may be co-located with RE Generating Stations, or may be operated on stand-alone basis.
6) "**BATTERY ENERGY STORAGE SYSTEM DEVELOPER**" or "**BESSD**" or "**DEVELOPER**" or "**PROJECT DEVELOPER**" or "**DEVELOPER**" shall mean the entity owning/operating the BESS facility for supply of power under the BESPA, and shall refer to the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a Project capacity by BSPGCL (through a competitive bidding process), including the SPV formed by the selected Bidder/ consortium for the purpose of setting up of the Project and signing of BESPA with BSPGCL.
7) "**BATTERY ENERGY STORAGE PURCHASE AGREEMENT**" or "**BESPA**" shall mean the agreement signed between the Selected Bidder/BESSD and BSPGCL, BSHPCL, Bihar Discoms according for procurement of capacity from the BESS, as per the terms and conditions of the standard BESPA enclosed with this RfS.
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 BSPGCL.
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.
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.
11) "**BID CAPACITY**" shall mean aggregate project capacity of the Battery Energy Storage System(s) as proposed by the Bidder.
12) "**BID IMPLEMENTING AGENCY**" OR "**BIA**" shall mean Bihar State Power Generation Company Limited, .i.e., the Bidding Agency designated for issuing the tender documents and carrying out the process of selection of Successful Bidders under the Guidelines.

13) "**BUYING ENTITY**" shall mean Bihar DISCOMs that utilizes the BESS for meeting the State Power on demand requirements to DISCOMs".
14) "**CHARTERED ACCOUNTANT**" shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.

    For Bidders incorporated in countries other than India, "Chartered Accountant" shall mean a person or a firm practicing in the respective country and designated/ registered under the corresponding Statutes/ laws of the respective country.
15) "**COMPANY**" shall mean a body corporate incorporated in India under the Companies Act, 2013 or any law in India prior thereto relating to Companies, as applicable.
16) "**COMMERCIAL OPERATION DATE (COD)**" shall mean the date as defined in Clause 24 of the RfS.
17) "**CONTRACTED CAPACITY**" or the "**PROJECT CAPACITY**" shall mean the capacity in MW/MWh ("X" MW x 4 hrs.) contracted with BSPGCL for providing Energy storage facility to the Procurer for charging and discharging the system on "on-demand" basis, based on which the BESPA is executed with BSPGCL.
18) "**CONTRACT YEAR**" shall mean the period beginning from the Effective Date of the BESPA and ending on the immediately succeeding 31st March and thereafter each period of 12 months beginning on 1st April and ending on 31st March provided that:
    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.
19) "**CONTROL**" shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors.
20) "**CONTROLLING SHAREHOLDING**" shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium.
21) "**DAY**" shall mean calendar day.
22) "**EFFECTIVE DATE**" shall mean the date as on 90th day from the date of issuance of Letter of Award (LoA), or the date of signing of BESPA (as applicable), which shall be indicated in the BESPA executed by both the parties.
23) "**EQUITY**" shall mean Net Worth as defined in Companies Act, 2013.

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;

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.

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.

27) "**STU**" shall mean State Transmission Utility (BSPTCL).

28) "**In-STS**" shall mean Intra-State Transmission System.

29) "**INTER-CONNECTION POINT/ DELIVERY/ METERING POINT**" shall mean a single point at 33kV or above, where the power from the Project(s) is injected into and drawn from the identified /BSPTCL TRANSMISSION SYSTEM (including the dedicated transmission line connecting the Projects with the transmission system) as specified in the RfS document. Metering shall be done at this interconnection point where the power is injected into or drawn from.Forinterconnection with grid and metering, the BESSDs shall abide by the relevant CERC/ BERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.
30) "**JOINT CONTROL**" shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% of voting rights and paid up share capital).
31) "**LEAD MEMBER OF THE BIDDING CONSORTIUM**" or "**LEAD MEMBER**": There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium.

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

32) "**LETTER OF AWARD**" or "**LoA**" shall mean the letter issued by BSPGCL to the selected Bidder for award of the Project.
33) "**LIMITED LIABILITY PARTNERSHIP**" or "**LLP**" shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended.
34) "**LLC**" shall mean Limited Liability Company.
35) "**MEMBER IN A BIDDING CONSORTIUM**" or "**MEMBER**" shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company.
36) "**MONTH**" shall mean calendar month.
37) "**NET-WORTH**" shall mean the Net-Worth as defined section 2 of the Companies Act, 2013.
38) "**PAID-UP SHARE CAPITAL**" shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013.
39) "**PARENT**" shall mean a Company, which holds more than 50% voting rights and paid up share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project.
40) "**PROJECT**" shall mean the Battery Energy Storage System set up by the BESSD for supply of Power an "on Demand" basis, having single point of injection/drawl into/from the grid at Interconnection/ Delivery/ Metering Point, or in case of sharing of transmission lines, by separate injection at Pooling Point and having separate control systems and metering. The Project shall also comprise auxiliaries and associated facilities, bay(s) for transmission system in the their

switchyard, dedicated transmission line up to the injection point and all the other assets, buildings/structures, equipment, plant and machinery (pertaining to the BESS), facilities and related assets required for the efficient and economic operation of the power supply facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to DISCOMs.

41) "**PROJECT COMMISSIONING**": The Project will be considered as commissioned in line with the Commissioning procedure defined in the RfS/BESPA.
42) "**PROJECT LOCATION**" shall mean the area provided by the BSPTCL under the scope of this tender, comprising village(s), Tehsil(s)/Taluk(s) and District(s) within a State, where the Project is being implemented.
43) "**POWER ON DEMAND**" shall mean the requirement of the Buying Entity to charge and dischargethe BESS based on its requirements during the time of day, subject to provisions of the RfS and BESPA.
44) **"BSPHCL"** shall mean the Bihar State Power Holding Company Limited.
45) "**BSPTCL**" shall mean Bihar State Power Transmission Company Limited.
46) "**BSPGCL**" shall mean Bihar State Power Generation Company Limited.
47) **"DISCOMs"** shall mean North Bihar Power Distribution Company Limited (NBPDCL) and South Bihar Power Distribution Company Limited (SBPDCL).
48) "**RENEWABLE ENERGY (RE) POWER**" shall mean power from a RE Power generation facility.
49) "**RfS**" or "**RfS DOCUMENT**" or "**BIDDING DOCUMENT(S)**" or "**TENDER DOOCUMENTS**" shall mean the "Request for Selection" document issued by BSPGCL including standard Battery Energy Storage Purchase Agreement and Battery Energy Storage Sale Agreement, along with subsequent clarifications and amendments thereof, vide RfS No. dated__.
50) "**SCHEDULED COMMISSIONING DATE**" or "**SCD**" shall be the date as indicated in Clause 9 of the RfS.
51) "**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.
52) "**STATUOTORY AUDITOR**" shall mean the auditor appointed under the provisions of the Companies Act, 1956 / Companies Act, 2013 (as the case may be) or under the provisions of any other applicable governing law.
53) "**TOE**" shall mean Tender Opening Event.
54) "**ULTIMATE PARENT**" shall mean a Company, which owns more than 50% (Fifty Percent) voting rights and paid-up share capital, either directly or indirectly in the Parent and Affiliates.

55) “**WEEK**” shall mean calendar week;

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 addresses #:

To

Chief Engineer (Generation)

Bihar State Power Generation Company Limited

5th Floor, Vidyut Bhawan-I,

Nehru Path, Patna - 800021

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

Dear Sir/ Madam,

We, the undersigned…….[insert name of the 'Bidder'] having read, examined and understood in detail the RfS including Qualification Requirements in particular, terms and conditions of the standard BESPA for availability of Contracted Capacity for the Term of the BESPA to the tendering authority i.e. BSPGCL, 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 are including our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies directly or indirectly have not submitted response to RfS for more than cumulative capacity of ____MW/____ MWh (to be specified as ½ of the tendered capacity) , including this response to

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

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

*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 44.4 of the RfS.

1. We give our unconditional acceptance to the RfS, dated ..... [*Insert date in dd/mm/yyyy*], standard BESPA and BESSA documents attached thereto, issued by BSPGCL. In token of our acceptance to the RfS, BESPA and BESSA documents along with the amendments and clarifications issued by BSPGCL, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the BESPA is executed as per the provisions of the RfS and provisions of BESPA and shall be binding on us. Further, we confirm that the Project shall be commissioned within the deadline as per Clause 9 of the RfS. We further undertake that we shall demonstrate possession of 100% area of the identified land, within the timelines as per the RfS.
2. Earnest Money Deposit (EMD):- (***Please read Clause 17 carefully before filling***)
   We have enclosed EMD of INR ..... (*Insert Amount*), in the form of Bank Guarantee no..... [*Insert bank guarantee number*] dated..... [*Insert date of bank guarantee*] as per Format 7.3A from ..... [*Insert name of bank providing bank guarantee*] and valid up to.....in terms of Clause No. 18 of this RfS. The total capacity of the BESS Project offered by us is ..... MW/..... MWh. [*Insert cumulative capacity proposed*]. (*strike off whichever is not applicable*).
3. We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG, Success charge for the selected Projects, within due time as mentioned in Clauses 19 & 20 of this RfS on issue of LoA by BSPGCL for the selected Projects and/or we are not able to sign BESPA with the BSPGCL,within the timeline as stipulated in the RfS for the selected Projects, BSPGCL 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 BSPGCL 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 BSPGCL in respect of award of Projects according to our preference order as above and in line with the provisions of the RfS, shall be binding on us.

6. Familiarity with Relevant Indian Laws, Regulations and Orders: - We confirm that we have studied the provisions of the relevant Indian Laws, Regulations and Order issued by judicial bodies as required enabling 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 shallinfuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution prior to signing of BESPA with the BSPGCL, 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 BSPGCL.
10. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.
11. We confirm that all the terms and conditions of our Bid are valid up_____ to (*Insert date in dd/mm/yyyy*) for acceptance [i.e. a period of 12 months from the last date of submission of response to RfS].
12. Contact Person Details of the representative to be contacted by BSPGCL are furnished as under:
13. Name : ……
    Designation : ……
    Company : ……
    Address : ……
    Phone Nos. : ……
    Mobile Nos. : ……
    Fax Nos. : ……
    E-mail address : ……
14. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a seller's event of default under BESPA and consequent provisions of BESPA shall apply.

Dated the day……Of……, 20…….

Thanking you,
We remain,
Yours faithfully,

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

Format 7.2

FORMAT FOR POWER OF ATTORNEY

(*Applicable Only in case of Consortiums*)

(To be provided by each of the other members of the Consortium in favor of the Lead Member)

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

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

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

a) To submit on behalf of Consortium Members response to RfS.
b) 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 Addressof the person authorized by the board of the Lead Member) Attested

---
(Signature of the executant)

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

Place: ----------

Date: ----------

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

Format 7.3A

FORMAT FOR BANK GUARANTEE TOWARDS EARNEST MONEY DEPOSIT (EMD)

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

Reference: ……

Bank Guarantee No.: ……

Date: ……

In consideration of the _____ [*Insert name of the Bidder*] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for _____[*Insert title of the RfS*] of the cumulative capacity of _____ MW/MWh [Insert cumulative Project capacity proposed] for offering Battery Energy Storage System on long term basis, in response to the RfS No. _____ dated _____ issued by Bihar State Power Generation Company Limited (hereinafter referred to as the BSPGCL) and the BSPGCL considering such response to the RfS of ……[*Insert the name of the Bidder*] as per the terms of the RfS, the _____ [*Insert name & address of bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to the BSPGCL at [*Insert Name of the Place from the address of the BSPGCL*] forthwith without demur on demand in writing from the BSPGCL 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. 7.5 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. 18 of this RfS] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

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

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

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Patna, Bihar 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 BSPGCL 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 BSPGCL or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

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

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

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if BSPGCL 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_____, 2_____.

Format 7.3 B

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(*To be submitted separately as per quoted project capacity*)

(*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 Bihar State Power Generation Company Limited (*hereinafter referred to as BSPGCL*) and BSPGCL considering such response to the RfS of [*Insert name of the Bidder*] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Project of the Battery Energy Storage System Developer (BESSD) and issuing Letter of Award No. to (*Insert Name of selected Battery Energy Storage System Developer*) as per terms of RfS and the same having been accepted by the selected BESSD resulting in a Battery Energy Storage Purchase Agreement (BESPA) to be entered into, for procurement of capacity [from selected Battery Energy Storage System Developer or a Project Company, M/s {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable].

As per the terms of the RfS, the_____ [*Insert name & address of Bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to the_____ [*Insert name of BSPGCL*], (hereinafter referred to as Intermediary Procurer, at [*Insert Name of the Place from the address of BSPGCL*] forthwith on demand in writing from BSPGCL or any Officer authorized by it in this behalf, any amount up to and not exceeding Indian Rupees [Total Value] only, on behalf of M/s [Insert name of the selected Battery Energy Storage System Developer/ Project Company].

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

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

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

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

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

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

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

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

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

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

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to

_____ First Bank and a confirmation in this regard is received by the BSPGCL.

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

Format 7.4

FORMAT FOR BOARD RESOLUTIONS

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

1. **RESOLVED THAT**Mr./ Ms..... , be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with

or incidental to our response to RfS vide RfS No. for (*insert title of the RfS*), including signing and submission of all documents and providing information/ response to RfS to BSPGCL, representing us in all matters before BSPGCL, and generally dealing with BSPGCL 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 7.5

FORMAT FOR CONSORTIUM AGREEMENT

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

THIS Consortium Agreement ("Agreement") executed on this_____ Day of _____Two Thousand between M/s_____ [*Insert name of Lead Member*] a Company incorporated under the laws of _____ and having its Registered Office at_____ (hereinafter called the "Member-1", which expression shall include its successors, executors and permitted assigns) and M/s_____ a Company incorporated under the laws of _____and having its Registered Office at _____(hereinafter called the "Member-2", which expression shall include its successors, executors and permitted assigns), M/s a _____Company incorporated under the laws of_____ and having its Registered Office at_____ (hereinafter called the "Member-n", which expression shall include its successors, executors and permitted assigns), [*The Bidding Consortium should list the details of all the Consortium Members*] for the purpose of submitting response to RfS and execution of Battery Energy Storage Purchase Agreement (in case of award), against RfS No._____ dated _____issued by Bihar State Power Generation Company Limited (BSPGCL) a Company incorporated under the Companies Act, 2013, and having its Registered Office at_____.

WHEREAS each Member individually shall be referred to as the "Member" and all of the Members shall be collectively referred to as the "Members" in this Agreement.

WHEREAS the_____ (insert name of BSPGCL) desires to purchase Power under RfS for _____ (insert title of the RfS).

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

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

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

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s_____), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of Member-2, , Member-n and to submit the response to the RfS.
2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

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

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

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure in terms of the BESPA.
7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.

8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at New Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of BSPGCL 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 BSPGCL.
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 BSPGCL.
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 BSPGCL.
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:

2) Signature---------- 2) Signature----------
Name: Name:
Address: ---------- Address:
For M/s _____[Member n]

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

Witnesses:

3) Signature---------- 2) Signature----------
Name: Name:
Address: ---------- Address:

_____
Signature and stamp of Notary of the place of execution

Format 7.6

FORMAT FOR FINANCIAL REQUIREMENT

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

Ref. No. _____ Date_____

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

Tel.#:
Fax#:
E-mail address#
To
(Enter address of BSPGCL)
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) for the last Financial Year or as on the date at least 7 days prior to the bid submission deadline (Strike our wherever not applicable).

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

Exhibit (i): Applicable in case of Bidding Company

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

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

**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					
---					

* 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) for the last three Financial Year 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			

**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					

[redacted]			

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

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

Membership No.

Regn. No. of the CA"s Firm:

Date:

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

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

FORMAT 7.7

UNDERTAKING

(To be submitted on the letterhead of the Bidder)

We, hereby provide this undertaking to Bihar State Power Generation Company Limited, in respect to our response to RfS vide RfS No._____dated _____, that M/s (insert name of the Bidder), or any of its Affiliates is not a willful defaulter to any lender.

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

(Name and Signature of the Authorized Signatory)

Format 7.8

FORMAT FOR DISCLOSURE

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

DISCLOSURE

Ref. No. _____ Date:_____

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

_____

_____

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

To
(Enter address of BSPGCL)
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 BSPGCL for a period of 2 years from the date of default as notified by BSPGCL.

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force.

We further declare that we have read the provisions of Clause 37.4 of the RfS and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl. 17 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the

above certificates is found false, BSPGCL shall take appropriate action as deemed necessary.

Dated the_____ day of _____, 20……

Thanking you,

We remain,

Yours faithfully,

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

Format 7.8A

FORMAT FOR DISCLOSURE

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

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

DISCLOSURE

Ref.No._____ Date:_____

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

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

To
(Enter address of BSPGCL)

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

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force.

We further declare that we have read the provisions of Clause 37.4 of the RfS and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl. 17 of the OM, including subsequent amendments and clarifications thereto.Accordingly, we are also enclosing necessary certificates Page 83 of 123 (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, BSPGCL shall take appropriate action as deemed necessary.

Dated the _____ day of_____, 20_____.

Thanking you,
We remain,

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

Annexure to Format 7.8/7.8A

DECLARATION
RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES:
MoF OM F.7/10/2021- PPD (1) dated 23.02.2023

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

Ref. No._____ Date:_____

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

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

To
(Enter address of BSPGCL)

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

Dear Sir/ Madam,

This is with reference to attached order vide OM No. F.7/10/2021-PPD(1) dated 23.02.2023 issued by Department of Expenditure, MoF, Govt of India.

We are hereby submitting the following declaration in this regard:

"l 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 fulfills all requirements in this regard and is eligible to be considered. Where applicable, evidence of valid registration by the Competent Authority shall be attached]."

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

Dated the_____ day of_____ , 20.....

Thanking you,

We remain,

Yours faithfully,

Encl: OM dated 23.02.2023, as referred above
Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Format 7.9

FORMAT FOR TECHNICAL CRITERIA

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

(To be Submitted Separately for each Project)

Ref. No._____ Date:_____

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

_____

_____

Tel. #:

Fax#:

E-mail address#

To

(Enter address of BSPGCL)

Sub: Response to RfS No._____ dated_____for_____.

Dear Sir/ Madam,

We hereby undertake to certify in line with Clause 23 under the title "Financial Closure" that the following details shall be furnished within 9 (nine) months from Effective Date of the BESPA.

1. Evidence of achieving complete-tie-up of the Project Cost through internal accruals or through a Financing Agency.
2. DPR of the Project, detailing out project configuration and proposed commissioning schedule of the Project.
3. Bank Guarantee for an amount equal to of the total VGF amount sanctioned for the Project.

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

Dated the_____ day of_____, 20……..

Thanking you,

We remain,

Yours faithfully,

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

Format 7.10

DECLARATION BY THE BIDDER FOR THE PROPOSED TECHNOLOGY TIE-UP

(To be Submitted Separately for quoted Project Capacity)

1	Name of Bidding Company/ Lead Member of Bidding Consortium	
2	Preference of point of connectivity (voltage wise) based on Location(s) of BESS Project(s) as per Annexure- C (attached)	
3	Contracted Capacity proposed	……MW/……MWh
4	Technology Proposed to be adopted for the Project	(Brief about the technology proposed)

Dated the _____day of_____ , 20….

Thanking you,

We remain,

Yours faithfully,

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

Format 7.11

INTEGRITY PACT

Between Bihar State Power Generation Company Limited (hereinafter referred to as "The Employer ") and

.....(herein after referred to as "The Bidder/Contractor ")

And

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

Preamble

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

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

Section 1 Commitments of the Employer

1. The Employer Commits itself to take all measures necessary to prevent corruption and to observe the following principles in this regard:-
    a) No employee of the Employer, either in person or through family members including relatives, will in connection with the bidding for or the execution of a Contract, demand or accept a promise for or except for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled to.
    b) The Employer shall, during the bidding process treat all Bidders with equity and reason. The Employer will, in particular, before and during the bidding process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the bidding process or the Contract execution.
    c) The Employer will exclude from the process all known prejudiced persons.
2. If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or if there be a substantive suspicion in this regard, the Employer will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions

Section 2 Commitments and Undertakings by the Bidder/Contractor

1. The Bidder/Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the bidding process and during the execution of the contract:
    a) The Bidder/ Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Employer associated with the bidding process or the execution of the contract or to any third person on their behalf any material or immaterial benefit which he/she is not legally entitled, in order to obtain in exchange any advantage of any kind whatsoever during the bidding process or during the execution of the contract.
    b) The Bidder/ Contractor undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
    c) The Bidder/Contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Contractor will not use improperly, any information or document provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically for purposes of competition or personal gain and will not pass the information so acquired on to others.
    d) The Bidder/ Contractor, when presenting his bid, undertakes to disclose any and all payments made, or is committed to or intends to make to agents, brokers or any other intermediaries in connection with the bidding process and / or award of the contract.
    e) The Foreign Bidder/ Contractor, when presenting his bid, undertake to disclose the name and address of agents and representative in India. Further, Indian Bidder/ Contractor when presenting his bid, undertakes to disclose the name and address of its foreign principals or associates.

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

Section 3 Disqualification from Bidding Process and Exclusion from Future Contracts.

1. If the Bidder(s)/ Contractor(s), before award or during execution have committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility as Bidder into question, the Employer shall be entitled to disqualify the Bidder(s)/ Contractor(s) from the bidding process or to terminate the contract, if signed on that ground.
2. If the Bidder/ Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Employer shall be entitled to exclude including blacklist and put on holiday the Bidder/ Contractor for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Employer taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a period not exceeding two (02) years.
3. A transgression is considered to have occurred if the Employer after due consideration of the available evidence concludes that no reasonable doubt is possible.
4. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Employer's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
5. Subject to full satisfaction of the Employer, the exclusion of Bidder/ Contractor could be revoked by the Employer if the Bidder/ Contractor can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

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

1. If the Employer has disqualified the Bidder/ Contractor from the bidding process or has terminated the contract pursuant to Section 3, the Employer shall forfeit the Earnest Money Deposit/Bid Security, encash Contract Performance Bank Guarantees in addition to excluding the Bidder from the future award process and terminating the contract.
2. In addition to 1 above, the Employer shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor's Default.

Section 5 Previous Transgressions

1. The Bidder swears on oath that no previous transgression impinging on anti-corruption principles / any malpractice as mentioned in Section-2 has occurred in the last three years immediately before signing of this Integrity Pact, with any other company / any Public Sector Enterprise/ Undertaking in India / any Government Department in India.
2. If the Bidder makes incorrect statement on previous transgression as mentioned above in Para 1, Bidder can be disqualified from the bidding process or the contract, if already awarded, can be terminated on this ground.

Section 6 Company Code of Conduct.

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

Section 7 Independent External Monitors (IEM)

1. The Employer will appoint competent and credible Independent External Monitor for this Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He shall report to CEO of the Employer, or a person authorized by him.
3. The Bidder/Contractor accepts that the IEMs have the right to access without restriction to all Project documentations of the Employer including that provided by the Contractor. The Contractor will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The IEMs are under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-Contractors/ JV partners/Consortium member with confidentiality.
4. The Employer will provide to the IEMs sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Employer and the Contractor. The parties offer to the IEMs the option to participate in such meetings.
5. As soon as the IEMs notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Employer (CEO of the Employer or a person authorized by him) and request to discontinue or to take corrective action, or to take other relevant action. The IEMs can in this regard submit non-binding recommendations. Beyond this, the IEMs has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However,

Independent External Monitor shall give an opportunity to the Bidder/contractor to present its case before making its recommendations to the Employer.

6. The IEMs will submit a written report to CEO of the Employer, or a person authorized by him within 30 days from the date of reference or intimation to him by the Employer and, should the occasion arise, submit proposals for correcting problematic situations.
7. The Bidder / Contractor accepts that they shall not approach courts while the matter / complaint / dispute has been referred to the IEM in terms of this pact and they shall await IEM's decision before approaching any Court.
8. If the IEMs have reported to CEO of the Employer or a person authorized by him a substantiated suspicion of an offence under relevant IPC/ PC Act, and he has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word "IEM" will include Singular or Plural.
10.

Section 8 Pact Duration

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

Section 9 Miscellaneous Provisions

1. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
2. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
3. If the Contractor is a JV partnership / Consortium, this agreement must be signed by all the partners of JV / Consortium Partners as the case may be.

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

Employer Witness	Bidder/ Contractor Witness	JointVenturePartner(s)/ Consortium member(s) (As Applicable) Witness

1._____	1._____	1._____
2._____	2._____	2._____

Format 7.12

FORMAT FOR SUBMISSION OF FINANCIAL BID

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

Ref. No._____ Date: _____

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

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

To
(Enter Address of BSPGCL)

Sub: Response to RfS No._____ dated_____ for_____.

Dear Sir/ Madam,

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

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

Dated the_____ day of_____ , 20……

Thanking you,
We remain,
Yours faithfully,

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

Notes:

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

2. If the Bidder submits the financial bid not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.
3. Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.
4. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.
5. Tariff should be in Indian Rupee in whole numbers only (no decimal places allowed).

Format 7.13

PRELIMINARY ESTIMATE OF COST OF THE PROJECT

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

Location : .....

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

Dated the_____day of_____, 20.....

Thanking you,

We remain,

Yours faithfully,

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

Format 7.14

DECLARATION ON FRAUD PREVENTION POLICY

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

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

Bidder's Name and Address:

To

Chief Engineer, BSPGCL
Room No. – 515, 5th Floor, Vidyut Bhawan,
NehruPath, Patna- 800001.

Dear Sirs,

We have read the contents of the Fraud Prevention Policy of BSPGCLdisplayed on its tender website http://www.eproc2.bihar.gov.in and undertake that we along with our associate/ collaborator/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly abide by the provisions of the Fraud Prevention Policy of BSPGCL.

Date……

(Name of Authorized Signatory)……

Place:

(Designation)……

(Company Seal)……

Format 7.15

(Format for declaration of eligibility)

(*On the letter head of Company***)**

Ref.No.:……. Date:…….

I/ We,M/s_____ hereby certify that I/we have not been declared blacklisted/banned/de-listed/debarred from similar business by State/Central Govt. departments or Government Under takings in accordance with Tender document No. TN-_____ /2024-25 on Banning of Business Dealings.

(Seal & Signature of the Bidder)

Annexure - A

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

1. **Codes and Standards**

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

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

	/ Standard for Energy Storage Systems and Equipment	BESS system level.
IEC 62933-2-1	Electrical energy storage (EES) systems - Part 2- 1: Unit Parameters and testing methods - General Specification	Tests for Class B applications: 1. Duty Cycle Round Trip Efficiency Test 2. Equipment and Basic Function Test 3. Available energy Test 4. Insulation test
Power Conditioning Unit Standards for BESS		
IEC 62477-1	Safety requirements for power electronic converter systems and equipment - Part 1: General	
IEC 62477-2	Safety requirements for power electronic converter systems and equipment - Part 2: Power electronic converters from 1 000 V AC or 1 500 V DC up to 36 kV AC or 54 kV DC	
IEC 61000-6-2 Ed. 2	Electromagnetic compatibility (EMC) - Part 6-2: Generic standards - Immunity standard for industrial environments	
IEC 61000-6-4 Ed. 2.1	Electromagnetic compatibility (EMC) - Part 6-4: Generic standards - Emission standard for industrial environments	
IEC 62116 Ed. 2	Utility-interconnected photovoltaic inverters - Test procedure of islanding prevention measures	
IEC 60068-2-1:2007	Environmental testing - Part 2-1: Tests - Test A: Cold	
IEC 60068-2-2:2007	Environmental testing - Part 2-2: Tests - Test B: Dry heat	
IEC 60068-2-14:2009	Environmental testing - Part 2-14: Tests - Test N: Change of temperature	
IEC 60068-2-30:2005	Environmental testing - Part 2-30: Tests - Test Db: Damp heat, cyclic (12 h + 12 h cycle)	

2. <u>System Testing and Commissioning</u>

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

3. <u>Identification and Traceability</u>

Cells/Racks/Packs Assembly shall meet seismic requirement for the plant location of the BESS. Labeling 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. <u>Other Sub-systems/Components</u>

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 Centers**

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 BSPGCL online and/or through a report on regular basis every month for the entire duration of contract.
b. The BESSD shall provide access to BSPGCL/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 BSPGCL/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 52.5 Hz and be able to deliver rated output in the frequency range of 49.5 Hz to 50.5 Hz.

b) BESS shall be capable of operating when voltage at the interconnection point on any or all phases' dips/rises to the high or low levels. The levels applicable for wind/solar inverter-based generation may be referred as available in Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations.

c) The safe and reliable operation of power system is ensured by frequency control as well as voltage control. BESS to be implemented shall have provisions for Primary frequency control with a droop which can be set as per system requirement between 1-3 percent. The BESS performs regulations in one or several pre-defined ways (e.g.regulating its own output power according to the orders given by SCADA system) to achieve an active power balance between generation and demand to maintain the power system frequency within a reasonable range.

d) BESS shall operate to maintain voltages as per specified voltage ranges in Grid standards. BESS shall have feature to detect the voltage of interconnection point and regulate voltage independently. The response time of the BESS shall not exceed the value specified in relevant standards or grid codes.

e) BESS shall operate in a manner to promote the power system reliability and improve the power quality. When power quality problems, such as voltage dip, flicker, unsatisfactory power factor, etc., occur in power system, the BESS could eliminate these problems by flexible active and reactive power output in this function.

f) The BESS should provide reliable protection and not be limited to as an overvoltage/under-voltage protection, overcurrent

protection, low temperature/overtemperature protection of battery, DC insulation monitoring, etc.

g) BESS is required to have the following basic functions:
   a. Monitoring: Monitor operational parameters, equipment status and communication status, alarm and faults of main equipment and BESS system, etc.
   b. Information exchange: Receive and process information with RLDC/NLDC including operation parameters, switching information, various alarms and alerts, protective action signals, control information, etc.
   c. Control: Including control mode and parameter setting with RLDC/NLDC.

h) BESS shall have capability to operate in Automatic Generation Control (AGC). The details regarding AGC signals required by not limited to, are given (the conventional power plant signal link) at the link, https://posoco.in/download/detailed-signal-list-for-connecting-generators-under-agc/?wpdml=29546.
   BESS shall be able to operate in AGC and be able to comply with the requirements desired by system operators. Some of the BESS signal list for implementation of AGC can be like below (list is indicative only):
   I. Maximum MW permissible (dynamic or user entry)
   II. Minimum MW permissible (dynamic or user entry)
   III. Ramp rate up permissible (dynamic or user entry)
   IV. Ramp rate down permissible (dynamic or user entry)
   V. Actual MW
   VI. Actual MVAR
   VII. Auxiliary Consumption MW
   VIII. Scheduled MW (dynamic or user entry)
   IX. BESS Temperature (for monitoring and correlation)
   X. Ambient Temperature (for monitoring and correlation)
   XI. Cycle limits (0-100%) per day (user entry)
   XII. Circuit breaker status
   XIII. Local/Remote status
   XIV. AGC Set Point MW from NLDC to BESS
   XV. Voltage (kV) at grid level
   XVI. Voltage (V) at BESS LV side.

i) The static information like detailed write-up on present operation methodology of BESS, forbidden zones, number of cycle limits, Auxiliary consumption details, capability curve, simulation models (RMS/PSCAD) along with description or any specific information about BESS shall also be furnished as and when required by RLDC/NLDC.

j) BESS will ensure the compliance of requirements mentioned in procedure of First Time Charging (FTC) as applicable for other power system elements. The consolidated FTC procedure including the requirements for BESS is available in public domain at https://posoco.in/wp-content/uploads/2021/04/Procedure_for_Integration_of_Power_System_Elements.pdf

10. Safe Disposal of unit Batteries from the BESS

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

Annexure-B

CHECK LIST FOR FINANCIAL CLOSURE

(*To be signed by the Authorized signatory of the BESSD*)

(RfS No._____ dated_____)

Last Date for submission of documents related to Financial Closure – _____ (9 months from Effective Date of BESPA)

Project Company Name _____

Project ID:-_____

LOA No. - _____. Dtd. -_____

Effective Date of BESPA - _____

Scheduled Commissioning Date: - _____

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

Details	Presently given in BESPA
Location	
Technology	
Certificate from all financial institutions	**In case of tie up through Bank / Financial Institutions**: - Document from Bank / Financial Institutions certifying arrangement of necessary funds by way of sanction of Loan (to be enclosed as **Annexure-I**). **In case of Internal Resources**: - Copy of Board Resolution, Audited/Certified Balance sheet, Profit & Loss Account Statement, Bank Statement and Cash Flow Statement in support of availability of Internal resources of the Project Company and of the Company other than Project Company (in case the required funding will be raised from Company other than Project Company) (to be enclosed as **Annexure-I**). Performa for the cases where funding will be from Company other than Project Company is at '**A-1'**.

Note:-

(i) Copy of Final Detailed Project Report (DPR) is to be enclosed as Annexure – II A.

(ii) (ii) Undertaking by the Project Company that all Consents, clearances and permits required for implementing the Project as per the terms of BESPA have been obtained is to be enclosed as Annexure – II B

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

3.0. Technical Parameters of the Project (Clause 39 of the RfS)

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

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

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

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

Note: Shareholding pattern is to be submitted by the Project Company, as and when requisitioned by BSPGCL.

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

Annexure - C

Location Details for the project (Land/GSS Substation)

Sr No	Name of GSS	Transmission Circle	Proposed Capacity
1	Muzaffarpur	Muzaffarpur	20MW/80MWh
2	Motihari	Motihari	10MW/40MWh
3	Bettiah	Motihari	10MW/40MWh
4	Bhagalpur-New	Bhagalpur	10MW/40MWh
5	Sitamarhi	Muzaffarpur	10MW/40MWh
6	Fatuha	Patna-East	5MW/20MWh
7	Mushari	Muzaffarpur	10MW/40MWh
8	Udakishunganj	Koshi	10MW/40MWh
9	Jamui-Old	Begusarai	7.5MW/30MWh
10	Asthawan	Biharsharif	10MW/40MWh
11	Jehanabad	Gaya	5MW/20MWh
12	Rafiganj	Dehri-on-Sone	5MW/20MWh
13	Sheohar	Muzaffarpur	10MW/40MWh
14	Siwan-New	Saran	5MW/20MWh
15	Kishanganj-New	Purnea	5MW/20MWh
16	Banka-New	Bhagalpur	5MW/20MWh

Appendix–I

DRAFT OF Battery Energy Storage Purchase Agreement (BESPA)

UPLOADED AS SEPARATE FILE.

Appendix A to E related to transparency in public procurement

(Appendix-A)

Compliance with the Code of Integrity and no conflict of interest

Any person participating in a procurement process shall –

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

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

Conflict of Interest

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

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

a. Have controlling partners/ shareholders in common; or
b. Receive or have received any direct or indirect subsidy from any of them; or
c. Have the same legal representative for purposes of the Bid; or
d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to

information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or

e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
f. The Bidder or any of its affiliates participated as a Consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/Consultant for the contract.

Seal & Signature of Bidder

(Appendix-B)

Declaration by the Bidder

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

we hereby declare, that:

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

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

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

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

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

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

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

Signature of Bidder: Designation:

Name:

Address

Appendix-C

1. Can contact and visit site during 11 AM to 5 PM on or before Pre-bid on their own.
2. The purpose of site visit is only for assessment of physical site conditions by the prospective Bidders. Prospective Bidders shall rely only on written clarifications/information/data issued by BSPGCL HQ office. BSPGCL will not be bound to any clarifications/information/data considered by prospective Bidders for tendering purpose which are not issued by BSPGCL HQ office.
3. Representatives of prospective Bidders shall obey the safety guidelines during the site visit. For not obeying safety guidelines, it is the sole responsibility of the visitor for any consequences/eventuality happened at site.