Request for Selection (RfS) Document for setting up of 4 nos. of 2.5MW/5MWh Grid Interactive Standalone Battery Energy Storage System (BESS) at 33 kV substations within the jurisdiction of DHBVNL and UHBVNL under Tariff-Based Competitive Bidding (Phase-I) with Viability Gap Funding Support

RfS No. 7/DHBVNL/BESS/Phase I dated 14.08.2025

Tender Search Code on ISN-ETS: DHBVN-2025- TN000001

ISSUED BY

DAKSHIN HARYANA BIJLI VITRAN NIGAM LIMITED
VIDYUT SADAN, Vidyut Nagar, Hisar-125001
Website: www.dhbvn.org.in

DISCLAIMER

1. Though adequate care has been taken while preparing the RfS document, the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given by the prospective bidders to the office of Dakshin Haryana Bijli Vitran Nigam Limited (DHBVN) immediately. If no intimation is received from any bidder within **15 (Fifteen) days from the date of issuance of RfS documents,** it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).
2. DHBVN reserves the right to modify, amend or supplement this document.
3. The Issue of this RfS does not imply that DHBVN is bound to select a bidder or to appoint a developer, as the case may be, for the project and DHBVN reserves the right to reject all or any of the bidder or bids without assigning any reason whatsoever and without any liability.
4. This RfS document has been prepared in good faith, and on best endeavor basis. Neither DHBVN 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 an 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 documents uploaded on the websites of DHBVNL and ISN-ETS, the documents uploaded on the ISN-ETS website will prevail.

Place: Hisar Date: 14.08.2025

BID INFORMATION SHEET

The brief details of the RfS are as under:

(A)	**NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB**	1. Selection of Battery Energy Storage System Developers (BESSD) for Setting up of 4 nos. of 2.5MW/5MWh Grid Interactive Battery Energy Storage Systems at 33 kV substations for "on Demand" usage under Tariff-based Competitive Bidding (Phase- I) with Viability Gap Funding Support 2. The Projects will be set up under "DBOO" model.
(B)	**RfS NO. & DATE**	RfS 7/DHBVNL/BESS/Phase I dated 14.08.2025
(C)	**TYPE OF BIDDING SYSTEM**	Single Stage Bidding with Two Envelopes followed by e-Reverse Auction
(D)	**TYPE OF RfS/ TENDER**	E – Tender
(E)	**COMPLETION/ CONTRACT PERIOD**	As mentioned in RfS Document
(F)	**COST OF RfS DOCUMENT (NON-REFUNDABLE)**	**Rs. 5,000/- plus 18% GST** (i.e. Total Rs. 5900) shall be submitted through NEFT/ RTGS transfer in the account of DHBVN.
(G)	**DOCUMENT PROCESSING FEE (NON-REFUNDABLE)**	**Rs. 10,000/- plus 18% GST** (i.e. Total Rs. 11800) for total project capacity quoted by each bidder, shall be submitted through NEFT/RTGS transfer in the account of DHBVN.
(H)	**EARNEST MONEY DEPOSIT (EMD)**	Amount of **INR 48,00,000 (Indian Rupees Forty Eight Lakhs only)** shall be submitted in the form of Bank Guarantee.
(I)	**PERFORMANCE BANK GUARANTEE**	Bidders selected by DHBVNL based on this RfS shall submit Performance Bank Guarantee (PBG) for a value of **INR 1.20 Cr.** (Rupees One Crore Twenty Lakhs only), prior to signing of BESPA as per terms of RfS.
(J)	**PRE-BIDMEETING**	To be held in physical mode at DHBVN, Vidyut Sadan, Hisar, Haryana as per date & time mentioned in this document. Bidders shall submit their queries on or before to DHBVN through email. For reference, the email ID is sepdc@dhbvn.org.in Queries to be submitted on or before: 19.06.2025 by 1700 Hrs Pre-bid meeting to be held on: 20.06.2025 at 1100 Hrs

(K)	**OFFLINE & ONLINE BID-SUBMISSION DEADLINE**	Applicable as per NIT
(L)	**TECHNO-COMMERCIAL BID OPENING**	As per NIT
(M)	**e-Reverse Auction (e-RA)**	Will be informed to eligible bidders. Date and time of e-RA shall be intimated through portal / e-mail.
(N)	**CONTACT DETAILS OF ISN-ETS Portal**	**M/s Electronic Tender.com (India) Pvt. Ltd.,** Gurugram Website: https://www.bharat-electronictender.com/ Contact Person: ISN-ETS Support Team Customer Support: +91-124 4229071,4229072 (From 10:00 Hrs to 18:00 Hrs on all working days i.e. Monday to Friday except Govt. Holidays) Email: support@isn-ets.com
(O)	**Name, Designation, Address and other details (For Submission of Response to RfS)**	Chief Engineer, PD&C DHBVN, Vidyut Sadan Vidyut Nagar, Hisar, Haryana-125001 Email: cepdc@dhbvn.org.in
(P)	**Details of persons to be contacted in case of any assistance required**	1. Superintending Engineer Email: sepdc@dhbvn.org.in 2. Executive Engineer Mob: 7404442320
(q)	**Bank Account, GST and PAN details of DHBVNL**	Name: DHBVNL Name of Bank: SBI Bank, Jat College, Hisar Bank Account No.: 10311381319 IFSC Code: SBIN0000652 GST NO.: 06AABCD0033C1ZL PAN: AABCD0033C
	Important Notice: Prospective Bidders are requested to remain updated for any notices / amendments/ clarifications etc. to the RfS document through the websites *https://www.bharat-electronictender.com* and *www.dhbvn.org.in*. No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually.	

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

Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfS document through the websites *https://www.bharat-electronictender.com* and *www.dhbvn.org.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.dhbvn.org.in* and the details only will be available from *https://www.bharat-electronictender.com*

SECTION 1. INTRODUCTION & INVITATION FOR BIDS

1 Background & Introduction

1.1 Dakshin Haryana Bijli Vitran Nigam Ltd (hereinafter referred to as "DHBVNL") and Uttar Haryana Bijli Vitran Nigam Ltd (hereinafter referred to as "UHBVNL") are companies incorporated under the Companies Act 1956 and is the successor of erstwhile Haryana State Electricity Board (HSEB). DHBNVL and UHBVNL are performing the functions of bulk purchase and bulk sale of power, assigned as per the re-organization scheme notified by the Government of Haryana. Hereinafter, the term "DISCOM" shall refer to "DHBVNL" / "UHBVNL".

1.2 With various global developments in technology and manufacturing, Renewable Energy (RE) has become the most affordable and cheapest source for meeting the energy requirements. Initial capacities have been successfully integrated to the grids so far, but with increasing penetration of RE in the energy mix, further capacity addition is expected to face issues due to variable nature and supply-demand mismatch.

1.3 With respect to increasing the storage component in the energy mix, CEA's Report on identification of usage of storage as business case and for ancillary services, identifies Pumped Hydro Storage System (PSP)and Battery Energy Storage Systems (BESS) as the commercially deployed solutions for providing requisite storage capacity. The CEA Study has revealed that the planning model selects the battery energy storage system from the year 2027-28 onwards and a Battery Energy Storage capacity of 8680 MW/34720 MWh (4-hour storage) is projected to be part of the installed capacity in 2022-27. This will be in addition to 7446 MW of Pumped Hydro Storage System envisaged to be a component of India's installed capacity in 2022-27.

1.4 Going forward, the planning process for transition to a greener energy mix in the country as well as in the State of Haryana would entail integrating the planned Renewable capacity into India's energy grid while ensuring its safety and reliability. Apart from Pumped Hydro Storage Plants, BESS are envisaged to be significant element of the future grid with increased share of renewable energy in accordance with the target of 500 GW of non-fossil-based capacity to be installed by 2030. BESS assets can provide the required flexibility in generation apart from ensuring the resource adequacy. Besides, Energy Storage Systems also have the potential to enable better utilization of transmission network and reducing network infrastructure footprint.

1.5 As DISCOM seeks to utilize energy storage systems, on a "On-Demand" basis, suited to the requirements of the State DISCOMs during the peak and off-peak hours. In view of the above, DISCOM hereby wishes to invite proposals for setting up of 4 nos. of 2.5MW/5MWh Grid Interactive Battery Energy Storage Systems at 33 kV substations for "on Demand" usage under Viability Gap Funding Support Scheme with complete 2 cycles charging/discharging operation of BESS. DISCOM shall enter into a Battery Energy Storage Purchase Agreement (BESPA) with the successful Bidders selected based on this RfS, for providing Energy Storage facility to DISCOM

as per terms, conditions and provisions of the RfS and BESPA.

1.6 Battery Energy Storage System Developers (hereinafter referred to as BESSDs) selected by DISCOM based on this RfS, shall set up the BESS on Build Own Operate (BOO) basis in accordance with the provisions of this RfS document and standard BESPA. BESPA formats shall be shortly available for download from the ISN- ETS portal https://www.bharat-electronictender.com.

1.7 The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. available if any for such Projects. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all Bidders at the time of tendering itself, it is up to the Bidders to avail various tax and other benefits. No claim shall arise on DISCOM for any liability if Bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff. DISCOM does not however, give a representation on the availability of fiscal incentive and submission of bid by the Bidder shall be independent of such availability or non-availability as the case may be of the fiscal incentives.

1.8 Guidelines for Implementation of the RfS

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

1.9 Viability Gap Funding (VGF)

State of Haryana has been nominated for the state component VGF scheme for development of Battery Energy Storage System by Ministry of Power, Government of India. BESSD is eligible for grant of central financial assistance in the form of Viability Gap Funding (VGF) under State component, to be released as per the provisions contained in this RfS and BESPA. VGF is financial support of upto 30% of capital cost for BESS or Rs 27,00,000/MWh, whichever is lower, to be provided by the Central Government to BESSD under State component. The VGF shall be a non-recurring expenditure and shall be fully funded from central grant.

Note: The VGF guidelines & amendments issues thereof by MoP, Govt. of India shall be applicable against the instant RfS.

1.10 Disbursement of VGF

The BIA/Eligible Entity shall be required to obtain a Bank Guarantee of value equal to the VGF to be disbursed, prior to its release to the BESS developer, as specified in the RfS. This Bank Guarantee shall be liable for encashment to recover the VGF amount

in the event of non-fulfillment of the scheme conditions specified in the RfS Bidding Documents. The Bank Guarantee for the VGF sanctioned up to COD may be released within three years of COD.

he VGF for each project shall be disbursed to the BIA/Eligible Entity in the State, once CEA certifies the achievement of the disbursement schedule milestone and submission of the required Bank Guarantee.

2 *Invitation for Bids*

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

2.2 Interested bidders have to necessarily register themselves on the portal https://www.bharat-electronictender.com ("ETS portal") through M/s Electronic Tender.com (India) Pvt. Limited to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s Electronic Tender.com (India) Pvt. Limited, New Delhi to complete the registration formalities. Contact details of ISN-ETS is mentioned on the Bid Information Sheet. All required documents and formalities for registering on ISN-ETS are mentioned in the subsequent RfS documents.

They may obtain further information regarding this RfS from the registered office of DISCOM 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 the ETS portal, it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal as well as by contacting M/s Electronic Tender.com (India) Pvt. Limited directly, as and when required, for which contact details are also mentioned on the Bid Information Sheet. DISCOM in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of the Bidding Documents.

2.3 Bidders should submit their bid proposal complete in all aspect on or before last date and time of Bid Submission as mentioned on ISN-ETS Portal (https://www.bharat-electronictender.com), DISCOM website www.dhbvn.org.in and as indicated in the Bid Information Sheet.

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

RfS documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from the ISN-ETS Portal or from DISCOM's website. It is mandatory to download official copy of the RfS Document from Electronic Tender System (ISN-ETS) Portal to participate in the Tender. Any amendment(s)/corrigendum(s)/clarification(s) with respect to this RfS

shall be uploaded on ISN-ETS website. The Bidder should regularly check for any Amendment(s)/Corrigendum(s)/Clarification(s) on the above mentioned ISN-ETS website and official website of DISCOM as the same may also be uploaded on DISCOM's website. However, in case of any discrepancy, the information available on ISN-ETS website shall prevail.

2.5 DISCOM shall conduct e-Reverse Auction (e-RA) as per provisions of RfS documents. However, the DISCOMs reverse the right to conduct negotiation with the eligible bidders as per prevailing Negotiation Policy of Haryana State.

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

2.7 **Interpretations**

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

SECTION 2. SPECIAL CONDITIONS OF CONTRACT

3 Scope of Work

3.1 Under this RfS, the BESSD shall be required to set up a Battery Energy Storage System (BESS), with the primary objective of making the energy storage facility available to DISCOM for charging/discharging of the BESS, on an "on demand" basis. Detailed criteria for performance are elaborated in Clause 9 of the RfS.

3.2 Setting up of the BESS and interconnection of the BESS with the DHBVN network will be under the scope of the BESSD.

3.3 The nature of Battery Energy Storage System shall be opted by BESSD, as long as it meets the definition of BESS under this RfS and the required performance criteria under the RfS and Contract Agreement.

3.4 DISCOMs (UHBVNL / DHBVNL) will provide the area for installation of BESS, at annual lease charge of Rs. 1 per plot, at its 33 kV substation. The ownership of the land shall however not be transferred to the BESSD and remain vested in respective DISCOM.

3.5 Voltage for interconnection to the Grid shall be 11 kV. Inter connection shall be at the bus of DISCOMs at 33/11 kV Substation wherein the metering point shall be located for Energy Accounting.

3.6 The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, System operation charges (SOC), market operation charges (MOC), maintenance, losses etc. and any other charges from the Project up to and including at the Interconnection Point, whichever applicable, will be borne by the BESSD. The maintenance of Transmission system up to the interconnection point shall be responsibility of the BESSD, to be undertaken entirely at its cost and expense.

3.7 The energy for charging the BESS will be provided by DISCOMs. The charging and discharging instructions will be given from the SLDC control room. The status of charge remaining, readiness for remote control, cumulative energy import and export and other status points shall also be provided in the SCADA control extended to DISCOMs.

3.8 The BESSD shall deploy Battery Management System (BMS) & Energy Management System (EMS) for effective monitoring & management of BESS. The application software of the EMS of the BESS shall be developed indigenously within India.

3.9 The BESSD shall safely dispose of unit Batteries after the completion of 12-year contract period in compliance of the Hazardous & Other Waste (Management and Transboundary Movement) Rules 2016 as amended time to time, as applicable.

3.10 The BESS shall be handed over back by DISCOM to BESSD after the 12 Years

period, however the Developer will comply with the requirements under Hazardous & other Waste (Management and Transboundary Movement) Rules, 2016, as amended from time to time, and Battery Waste Management Rules, 2022 on 24th August, 2022, as amended from time to time, as applicable. The Project will be transferred to BESSD at the End of the term on a "as is where is" basis, in line with the provisions of the BESPA.

3.11 Design & setting up of the BESS and interconnection of the BESS with the State Transmission/ Distribution Network will be under the scope of the BESSD. This RfS is technology agnostic on the nature of battery storage system being opted by the BESSD, as long as it meets the definition of BESS under this RfS and the required performance criteria under the RfS and BESPA.

3.12 The BESS shall be charged by drawing power from DISCOM sub-station and inject power to DISCOM sub-station/ distribution network in accordance with the dispatch instructions issued by SLDC Control Room/ System Operations wing (DHBVN/ UHBVN). DISCOM will provide required power for charging BESS considering minimum system efficiency under the agreement.

3.13 Objective: The primary applications envisaged for the BESS is Energy time-shift (arbitrage) and ramping support. However, for increasing the utilization of the BESS and improving the economic viability, BESS will be utilized for other use cases, such as frequency support (ancillary services), capacity upgrade deferral, resource adequacy, and backup supply to critical loads (e.g., black start) etc.

3.14 All the design, GTPs and calculations shall be got approved by BESSD from DISCOMs before supply and installation of the same at project site.

3.15 All inspections of materials shall be got carried out as per Quality Assurance of Nigam.

3.16 It is anticipated that the Selected Bidder(s) shall perform the following tasks as part of the Scope of Work, in relation to installation of BESS:

3.17 **Supply, Erection and Commissioning:**

A. Site survey, planning, design, engineering, transportation to site, insurance, supply at site, unloading, handling, storage, required site area grading, construction and civil work, installation, integration, testing, commissioning & demonstration for acceptance of all equipment/ materials and miscellaneous item required to complete the BESS installation, which includes, but is not limited to the following:
   a) Battery packs, Power conditioning system, Air conditioning (AC) system, UPS, system hardware, measurement & control device, and other associated items necessary for trouble free operation and maintenance of whole system.
   b) Energy Management System compatible for integration with existing DISCOM's Energy Management System (EMS) and with SCADA (IEC 104) and all associated hardware and software including internet connectivity upto the

monitoring and control system which will be placed in DHBVN/ UHBVN control room/ building. The control/ monitoring system shall be cyber security compliant as it will be connected to DHBVN/UHBVN SCADA system. The selected bidder should integrate the EMS system with the DHBVN/ UHBVN SCADA system meeting the cyber security norms.

c) Containers, structures, earthing design, and battery modules inter-connection
d) Power Conditioning Units (PCU) with monitoring & control related equipment such as actuators, sensors, transducers etc.
e) Appropriate protection and safety features.
f) Mandatory spares, maintenance tools and tackles
g) Interconnection with the grid
h) Project Management including adherence to all requisite safety practices.
i) Automated Fire and Smoke detection and Fire suppression system for all deliverables under the scope of work including but not limited to Battery container, Power Conversion System (PCS), and Transformers
j) Factory Acceptance Test (FAT) and Site Acceptance Test (SAT)
k) CCTV video surveillance with 360-degree night vision with live feed output on mobile app and EMS screen and archival in DVR including any other required hardware, software, and internet connectivity.

B. An analysis of the functional and performance requirements of this specification and / or site surveys, design and engineering may lead the bidders to conclude that additional items are required that are not specifically mentioned in this specification. The bid/ proposal should include all equipment, services and associated costs required to ultimately commission a viable and fully functional BESS that meets or exceeds the capacity and performance requirements specified. Such materials shall be considered to be within the scope of the contract.

C. The offered items shall be designed to operate as per the site conditions. Adequate measures meeting the relevant standards shall be taken to provide protection against contaminants, pollutants, water & moisture, lightning & short circuit, vibration & electro-magnetic interference, etc.

D. The bidders are advised to visit sites (at their own expense), prior to the submission of the bid, and make surveys and assessments as deemed necessary for proposal submission.

3.18 **Installation and Commissioning of BESS that includes:**

a) Special care to be taken while designing the system to cater to heavy rainfall, strong winds, temperature variations, and earthquakes that may be prevalent in the area.

b) The Selected Bidder shall provide all related drawings, documents, and reports to relevant IS/ IEC/UL/IEEE/NFPA standards.

c) Documentation and Training to the officers/ officials of DHBVNL & UHBVNL.

d) Undertake Pre-commissioning and Commissioning tests of all supplied equipment:

1.1 Test running of the grid-connected BESS facility including battery operation trials at Site, prior to handover.

1.2 Installation of appropriate measurement and control devices at required location, with submission of drawings - approved prior to commencement of work on Site.

1.3 The bidder shall supply the copy of relevant ISS / IEC and other relevant documents alongwith the GTP, Drawing, calculations and associated documents for approval before supply and erection of that materials in the project.

1.4 Commissioning certificate from relevant authorities for the facility.

3.19 **General Instructions:**

a) Security and safety of all materials at sites shall be the responsibility of the Selected Bidder/ BESSD.

b) Expenses for any other works, supply of material, and providing services including re-testing of any equipment/component during FAT required for the successful commissioning and operation of the plant, but not specifically mentioned in this document shall be borne by the selected bidder/ BESSD.

c) Safety measures/ standards have to be strictly complied with/ matched by the Selected Bidder(s)/ BESSD(s) throughout implementation activity.

d) All local labour, employment, and other issues shall be handled independently by the Selected Bidder/ BESSD and manpower/ local labour deployed for work by the bidders shall have no relation with DISCOMs.

e) The entire responsibility and risk relating towards the manpower working at the Site, and compliance of different statutory regulations (like Workman Compensation Act, Employees State Insurance Corporation (ESIC), Factory Act. 1948, Contract Labour Regulation, and Abolition Act 1970, Shop and Establishment Act. 1948, and other Statutory regulatory bodies, etc.) shall solely lie with the Selected Bidder. The Selected Bidder shall also be solely responsible for payment of wages, provident fund, bonus, retrenchment compensation leaves, etc. applicable as per various statutory regulations to their entire workforce and keep the Haryana DISCOMs indemnified in this regard against any claim.

f) The BESSD must ensure that the BESS installed is of requisite Quality as per BESS industry Practices and refurbished Battery Cells are not used in the project.

3.20 **Delivery, Installation, and Commercial Operation Date (COD):**

Delivery of materials, installation, testing, and commissioning of the project should be completed within period of 6 months from the Effective Date of BESPA. This shall be the Scheduled Commissioning Date (SCD). Transit insurance and storage insurance till the handing over of all materials will be within the scope of work. The systems will be deemed commissioned only after successful trial run of the system for seven (7) days from the date of commissioning and submission of relevant test reports and reports related to System Availability, Round Trip

Efficiency and minimum dispatchable energy. The Commissioning Committee (to be notified by DISCOM) shall then issue the commissioning certificate after the successful trial run of 7 (seven) days & submission of relevant test reports, and this date will be regarded as the Commercial Operation Date (COD).

3.21 **Operation and Maintenance**

a) The operation & maintenance of the BESS would include operating the BESS as per control logic mentioned by respective DISCOMs and separate module needs to be integrated with EMS for optimal dispatch, wear & tear, overhauling, insurance, and replacement of defective cells, invertors, PCUs, spares, consumables & other parts for a service period of twelve (12) years.

b) BESS shall support primarily energy arbitrage benefits along with peak load management. The bidder is expected to operate the BESS in a manner that meets the requirements of DHBVNL/UHBVNL.

c) The BESS system shall include Energy Management System (EMS), Battery Management System (BMS) and dashboard to display key operational parameters such as voltage, current, battery SoC, frequency etc. Final list of parameters will be decided during detailed engineering.

d) Monitoring of BESS performance as per IEC 62933-3 and parameters decided during detailed engineering and supply of all technical, production/operation data and information and making it available as and when required would be the responsibility of the BESSD.

e) The BESSD shall be responsible to carry out routine and preventive maintenance and replacement of each and every component/ equipment of the BESS in case of any failure and further, they shall provide all labour, material, consumables etc. for routine and preventive maintenance at their own cost. BESSD shall be responsible to keep consumables and spares at their own store and DISCOMs shall not be responsible for providing any space for storage.

f) The BESSD shall carry out preventive maintenance of each and every component of the BESS and shall provide the required manpower, materials, consumables, components, or equipment etc. at regular intervals as per the discretion of DHBVNL/ UHBVNL.

g) The BESSD shall carry out maintenance activities as a result of sudden failure/ breakdown of any particular component or equipment. Bidder / BESSD shall be responsible to carry out breakdown maintenance of each and every component of the BESS and shall provide the required manpower, materials, consumables, components, or equipment etc. for breakdown maintenance at their own cost irrespective of the reasons of the breakdown/failure.

h) The BESSD shall make themselves available to undertake a visit to the site on call basis to provide maintenance services within 12 hours of lodging of complaint by the respective DISCOM through Telephone/ E-mail or, any form of written communication. The BESSD shall provide dedicated trained contact/ personnel for troubleshooting and complaint lodging.

i) An Operation, Instruction and Maintenance Manual in English language as per

the requirement should be issued enclosing the following aspects:

1. Basic principles of BESS operation.
2. A small site-specific write-up (with a block diagram) on the BESS – its components, battery packs, inverter, junction boxes and expected performance shall be provided.
3. Type of battery technology finalized, Make & Model number, Voltage & capacity of inverter and cells, used in the BESS.
4. Technical characteristics of the entire component.
5. Clear instructions on regular maintenance and trouble shooting.
6. Contact details of relevant official of the Bidder/ BESSD.

j) Bidder shall maintain stock of mandatory spares required for warranty and AMC period for any emergency troubleshooting. In any case, BESS plant/ system should be in running condition within 12 hours of break-down.

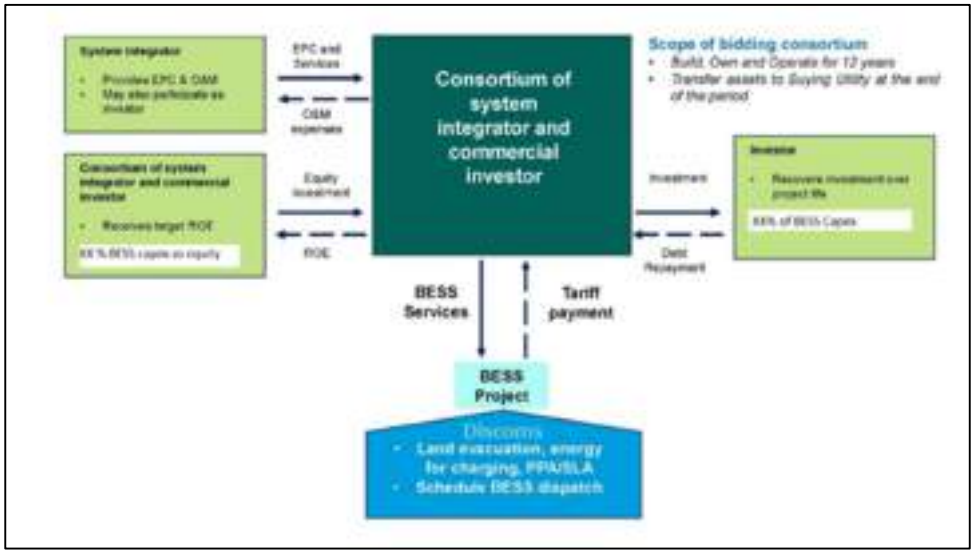
k) Sub-Contracting: No sub-contracting of work in full or in part is allowed.

l) An analysis of the functional and performance requirements of this specification and / or site surveys, design and engineering may lead the bidders to conclude that additional items are required that are not specifically mentioned in this specification. The bid/ proposal should include all costs required to ultimately commission a viable and fully functional BESS that meets or exceeds the capacity and performance requirements specified. Such materials shall be considered to be within the scope of the contract. To the extent possible, the bidders shall identify and include all such items in their proposal.

m) Equity investment

The BESSD/ bidder shall commit 30 percent of the total capital investment of the project as equity investment. The BESS developer may tie-up with suitable commercial investors in order to bring in the investment. Bidder must provide the information regarding financing of the project.

Tentative business model for the BESS project



4 *Total capacity offered and Project sizing*

4.1 Selection of BESS Projects for a total capacity of 20 MWh will be carried out through e-bidding followed by e-Reverse Auction process. The minimum bid size shall be equivalent to the total capacity, i.e. 20 MWh (i.e. 10 MW x 2 hours).

For every 2.5 MW/ 5 MWh BESS project, only 350 SQ. MTR land or land as per approved drawing will be allotted to BESSD. For example, i.e. 33 kV Jaglan Substation – 35 MTR x 10 MTR, 33 kV Khera, Siwani, Bhiwani Substation – 10 MTR x 35 MTR etc.

Note: BESSD shall have approved the design based on the availability of land.

Selection of Project Developers will be carried out based on the Contracted Capacity quoted by the Bidders. In this context, the term "Project" used anywhere in the RfS and BESPA will solely mean the BESS, set up by the BESSD to make available the Contracted Capacity as agreed to in the BESPA.

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

5 *Maximum Contracted Capacity Allocation for a Bidder*

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

5.1 The total capacity of 10 MW/ 20 MWh shall be set up at locations, as shown in Annexure-E. A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a Project Capacity of all the projects out of total capacity of 10 MW/ 20 MWh in the prescribed formats.

Land shall be provided through Sub-Lease/Right-of-Use basis by DISCOM to the developer (BESSD), at an annual lease charge of Re. 1 per plot per year.

Note: In case a common Company/Companies directly or indirectly hold(s) more than 10% but less than 26% shareholding in more than one Bidder participating in the RfS, each of such Bidders will be required to submit the Disclosure as per Format 7.8A. In all other cases, Format 7.8 will be applicable.

5.2 The evaluation of bids shall be carried out as described in Section-5 of RfS. The methodology for Allocation of Projects is elaborated in Section-5 of RfS.

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

6 *Project Location*

6.1 The total Project capacity of 10 MW/ 20 MWh shall be located in the vicinity of substations of DISCOM network as per information mentioned in Annexure-E, in the State of Haryana. Land identification and allocation for the Projects will be under scope of DISCOM i.e. Distribution licensee owning the identified substation. Land will be provided on lease/right-to-use basis to the BESSD at annual lease charge of Re. 1 per plot per year through suitable agreement with DSCOM, and the same shall be facilitated by DISCOM. Project land details are enclosed herewith at Annexure-E.

6.2 The above land area will be given to the BESSD for Right of Use (ROU) within 60 days from Effective Date of the BESPA.

6.3 (a) The GA layouts and single line diagrams of the DISCOM sub-stations are enclosed as part of Annexure-E, clearly showing the BESS area.

(b) The area identified for BESS is at one end of the yard as per enclosed GA layouts and for approach to BESS, it is required to construct the approach road separately by the BESSD for accessing the Project, without hindering the O&M activities of respective sub-stations.

(c) As Battery Energy Storage System is prone to fire hazard, the BESSD shall provide suitable means such as fire barrier between switchyard and BESS to avoid fire to spread from BESS to Yard equipment.

7. Nodal Officers of DISCOMs

Contact details of concerned officers from DISCOM for the BESS Project / Site visit are as follows:-

a. Er. Ravinder Ghanghas, XEN/P&D, DHBVNL (Mob: 7404442320)
b. Er. Pardeep Chaudhary, XEN/P&D, UHBVNL (Mob: 9812984298)
c. Er. Ashutosh Gupta, AE/P&D, DHBVNL (Mob: 9053904448)

8. Connectivity with the Grid

8.1 The Project should be designed for interconnection with the DISCOM Distribution Network in accordance with the prevailing HERC / CERC regulations in this regard. For interconnection with DISCOM Distribution Network and metering, the BESSD shall abide by the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other Regulations/Procedures (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA). The voltages for interconnection at the DISCOM Distribution Network shall be as stipulated by DISCOM and shall not be more than 33 kV. BESSD shall also comply with the requirements of relevant authority (DISCOMs, CERC, HERC, CEA) regarding charging and synchronization.

8.2 The Project shall be interconnected to the DISCOM sub-stations as per **Annexure-E** in Haryana. Necessary applications for grant of connectivity will be required to be made by the BESSD. All the requisite costs associated with obtaining connectivity shall be borne by the BESSD.

***Important Notes:**

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

(ii) Bidders must make note of the information pertaining to space of bay availability at the substation.

(iii) Tentative coordinates of the Interconnection Point may be obtained from the DISCOM after fulfilling the conditions as required by DISCOMs and relevant regulations.

8.3 The maintenance of Evacuation/ Distribution/ Transmission system up to the interconnection point shall be responsibility of the BESSD, to be undertaken entirely at its cost and expense. The entire cost of construction of infrastructure from the Project upto and including at the Interconnection Point, including but not limited to the distribution/ transmission line, maintenance losses, & all cost up to the delivery point shall be borne by the BESSD. The SLDC / Scheduling charges and other charges shall be payable by BESSD. For transmission of power during charging/ discharging of the

BESS, transmission charges and losses applicable as per the applicable regulations, beyond delivery point will be borne by DISCOM. All expenses including wheeling charges and losses in relation to the transmission and distribution beyond the Metering Point shall be borne by DISCOM. Applicability of the charges and losses on charging and discharging power shall be governed as per the regulations prevailing from time to time.

8.4 Metering arrangement of each project shall have to be adhered to in line with relevant clause of the BESPA.
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.

8.5 The BESSD shall comply with HERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable from time to time. The scheduling of the power to/from the project as per the applicable regulation shall be decided by SLDC, Panipat/ System Operations (DHBVN/UHBVN). However, any DSM penalties due to violation of the schedule of charging or discharging of the BESS at BESS end shall be to the account of the BESSD. In order to remove potential discrepancies and ambiguities, the BESSDs are hereby instructed that, as part of scheduling of power to/from the Project, they will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces of the SLDC, Panipat for the corridor of power flow, including the DISCOM, as per the Regulations in force, under intimation to DISCOM. DISCOM may facilitate in identification of any discrepancy and assist the BESSD for its early rectification without any liability on DISCOM/STU. The BESSD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices.

8.6 DSM penalties shall be levied separately on the BESSD for deviation in the schedule as per CERC regulations till the application of ABT regime in the State of Haryana, at their BESSD ends for the charging and discharging activities.

8.7 Reactive power charges shall be on account of BESSD as applicable, at BESSD end during charging and discharging, as per HERC regulations as amended from time to time.

8.8 The BESSD shall be required to follow the applicable Procedure for Grant of connectivity as issued by HERC as well as other Regulations issued by HERC as amended from time to time. The BESSDs will be required to apply for connectivity at the identified substations within 30 days of singing of BESPA, and shall furnish copies of the application as well as granted connectivity, to DISCOM at the earliest. In case the BESSD fails to obtain the connectivity at a Substation, the same shall be immediately notified by the BESSD to concerned DISCOM. The BESSD shall be required to submit the duly signed Connectivity Agreement at least 30 days prior to the proposed commissioning date.

9. Performance Criteria of the Project

9.1 Project Performance Parameters

(a) The Contracted Capacity of the Project shall be in terms of "MW". DISCOM's obligation shall be for off-take of the Contracted Capacity and energy at delivery point.

(b) For example, for a Contracted Capacity of 2.5 MW, the BESPA shall entitle the off-taker, i.e. DISCOM, to schedule discharge up to 5 MWh of energy from the BESS in each cycle, subject to the following:

i. Respective DISCOM 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 Project / Contracted Capacity of 2.5 MW/ 5 MWh, assuming an RtE of 85%, during the 3rd year after COD, DISCOM shall supply charging power to the tune of (2.5*2*0.925)/0.85 = 5.44 MWh, to expect a discharge of 4.625 MWh as per the desired schedule.

ii. Energy scheduled for discharge in a given cycle during a year shall be more than or equal to the Min. Dispatchable Energy Capacity at the End of Year as specified under relevant subsequent clause of the instant RfS Document.

Illustration: For example, during the end of the 3rd Year after COD, the energy scheduled for discharge from 2.5 MW capacity shall be more than or equal to 2.5*2*0.925 = 4.625 MWh.

iii. Contract capacity shall be the project capacity at delivery point. DISCOM shall provide the charging energy factoring the Round-Trip Efficiency (RtE), as per specified RtE in RfS.

(c) The total Project Capacity shall be for supply to and offtake by DISCOM 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.

(d) Power rating of each capacity of 5 MWh (2.5 MW x 2 hrs) BESS will be 2.5 MW, i.e., the maximum value of the active Output and Input Power at the Delivery Point. Input power shall be provided by respective DISCOMs at delivery point for contract capacity as illustrated in above clause 9.1 (b). The Energy rating of 20 MWh of the system will be the dispatchable capacity at COD of the system, as measured at the Metering Point. Terms and definitions of terminologies related to BESS shall be as defined in IEC 62933-2-1.

(e) The BESSD shall make the BESS available for **2 operational cycles per day**, i.e. 2 complete charge-discharge cycles per day**.** Following provisions shall be applicable

on the entire Project Capacity guaranteed to be off-taken by DISCOM:

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

   The Monthly Average Availability shall be calculated for each month. On the basis of monthly Availability, average of each month taken for calculation of Annual Average Availability. While considering Annul Average availability, only lesser then 95% or up to 95% Monthly Average Availability to be added to derive the Annual Average Availability. The illustration is provided as under,

   Illustration:

Month	Monthly Average Availability	Monthly Average Availability for Calculation	Annual Average Availability = {∑(MonthlyAverage Availability)}/ 12
1	95%	95%	= (95%+95%+93%+95%+93%+95%+95%+92%+95%+95%+91%+90%)/12 =93.66% ~94%
2	95%	95%	
3	93%	93%	
4	97%	95%	
5	93%	93%	
6	98%	95%	
7	95%	95%	
8	92%	92%	
9	96%	95%	
10	95%	95%	
11	91%	91%	
12	90%	90%	

Policy	Integration of storage into the energy policy and master plan. Targets for storage deployment Energy strategy provides operational flexibility Facilitate structured knowledge sharing and dissemination to enable scaling up and replication. Focused assistance for early adopters. Utilities and private developers participation in storage investments
Regulation	Interconnection processes and grant to connect storage systems, access transmission services. Promotion of high quality standardized technologies through safety standards for storage technologies Operating requirements for fastresponding assets

Electricity services charges reflect value of and increase price transparency for energy services

Storage able to compete with other grid assets to provide multiple services

Storage able to receive revenue for providing multiple services

2. 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 9.1.e.4 below.

   For a given BESPA, the Annual availability guarantee shall commence from the date of fully 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=

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

   Where,

   a. i refers to the i^{th} time-block in the Month where Scheduled Injection/Drawl$MU_i \neq 0$.
   b. Actual Injection/Drawal MU_i is the Actual Scheduled for Charging/Discharging in the i^{th} time block, in MUs
   c. Scheduled Injection/Drawal MU_i is the Energy Scheduled for Charging/Discharging in the i^{th} time block, in MUs
   d. A and B shall be as per the DSM/UI Reports published by the SLDC or measurement at the Main ABT Meter at the Point of Interconnection.

   System Monthly availability shall be calculated as per above, and System Annual Availability shall be calculated as illustrated in 9.1 (e).1

3. The BESSD shall guarantee AC to AC **roundtrip efficiency (RtE)** of system on monthly basis. The BESSD shall be liable for Liquidated Damages to the off-taker, if any, on account of excess conversion losses, based on the following conditions:
   (a) For RtE <70%, there shall be a liquidated damage levied @ APPC tariff determined by HERC during prevailing financial year for DISCOMs, of excess conversion losses considering system RtE = 85% and tariff payment for the corresponding month shall not be made to the BESSD;

(b) For 70% ≤ RtE < 85%, there shall be a liquidated damage be levied @ 1.5 times of the APPC tariff determined by HERC during prevailing financial year for DISCOMs, of excess conversion losses considering system RtE = 85%;

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

System Roundtrip Efficiency =

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

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)x(Number of days in the jth month))/ RtEg; Ebess refers to Energy Rating specified in Clause 9.1.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 9.1.e.4. 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/State Energy Account published by the SLDC or measurement at the Main ABT Meter at the Point of Interconnection.

Note:

- The Scheduled capacity shall be subject to the System Power Rating specified in Clause 9.1.a. & 9.1.b 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 Developer to measure Auxiliary consumption and that would be billed by DISCOM.

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

Year	Min. Dispatchable Capacity at the end of Year (as a % of Capacity at the Beginning of Life/Final COD, i.e. 20 MWh)
1	97.50%
2	95.00%
3	92.50%

4	90.00%
5	87.50%
6	85.00%
7	82.50%
8	80.00%
9	77.50%
10	75.00%
11	72.50%
12	70.00%

5. The nameplate ratings shall be achievable during discharge for the full range of environmental conditions at the project site when the battery is fully charged. In any case, the BESS shall be capable of being discharged at reduced power levels from that specified above. The BESSD is required to meet the annual energy commitment subject to point 4 above. The BESSD shall be liable for Liquidated damages to the off-taker, if any, on account of shortfall in supply of committed energy at the Average Market Clearing Price (MCP) in peak hour (18:30 Hrs – 22:30 Hrs) in Day Ahead Market (DAM) of Power Exchange (IEX) for the corresponding billing month period. However, the energy discharged from the battery shall not require to be greater than the nameplate watt-hour rating specified herein.

   For example, during the end of the 3rd Year after COD, the energy scheduled for discharge from 2.5 MW capacity shall be more than or equal to 2.5*2*0.925 = 4.625 MWh.

6. SLDC in consultation with System Operations wing (DHBVN/UHBVN) shall, in accordance with Applicable Laws and Regulations thereunder, issue instructions to the BESSD on behalf DISCOM for dispatch of electricity to the Grid during such period and in such volume as it may specify in its instructions. The BESSD shall clearly specify the maximum recovery times required to restore the BESS for functional availability between duty cycles. The maximum allowed cooling time between Charge to Discharge or Discharge to Charge would be 1 hr. However, for one cycle recovery time shall not be more than 2 hours.

7. Operational Window: Operational Window shall mean the expected hours/duration of system (capacity) availability on each day during the term of the Contract, excluding:
   a. Maximum BESS recovery time as specified in this document
   b. Grid Outages (duly certified to this effect by the Grid Operator)
   c. Planned Maintenance Outage (except Paddy months) duly informed by the BESSD to the off-taker with at least one month's prior notice, subject to total no. of planned outage period being not more than 34 hours in a two-month period.

BESSD will have to comply with the Charging and Discharging Schedule as intimated by SLDC/ System Operations wing (DHBVN/UHBVN). It is clarified that discharge of BESS shall take place subject to the transmission constraints at the DISCOM substation. For example, discharge of power from BESS during peak Solar hours (say, 11:00 AM- 2:00 PM) may be subject to the Grid constraints.

8. 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.

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

(f) Pursuant to the provisions above, the BESSD shall plan the dispatch of electricity and convey its availability for scheduling thereof by the 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 regulations of HERC and CEA Standards for connectivity, metering, communication with the grid operators, etc. as amended from time to time.

9.2 Shortfall in meeting Performance Criteria

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

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

Liquidated damages on account of shortfall in meeting the minimum Availability criteria as per Clause 9.1.e.1., will be computed as follows:

Liquidated damages = (A – B) x C x D x n x 2 ; n =12.

where,

A is Guaranteed Annual Availability as per Clause 9.1.e.i. above;

B is Actual Annual System Availability, as calculated as per Clause 9.1.e.2 above;

C is BESS Power Capacity;

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

n is the no. of months.

In case the BESSD fails to meet the monthly RtE demonstration as per Clause 9.1.e.3 above, additional Liquidated Damages for the unavailability of the required minimum

RtE shall be applicable for the entire month.

However, this damage shall not be livable to extent the availability of system is affected due to Force Majeure event as specified under the agreement. An illustration to this effect is enclosed at Annexure-D.

10. Commissioning of Projects

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

10.1 Part Commissioning

Part commissioning of the Project, without prejudice to the imposition of liquidated damages in terms of the BESPA/ RfS, on part which is not commissioned, shall be accepted by DISCOM subject to the condition that minimum part commissioning capacity for the 1st part will be 50% of the project capacity or 2.5 MW/ 5 MWh whichever is lower. The total number of instalments in which a Project can be commissioned will be not more than 3, i.e., 1st initial instalment of 2.5 MW/ 5 MWh or 50% of the project capacity as the case may be and 2 subsequent instalments.

However, the SCD will not get altered due to part commissioning. Irrespective of dates of part commissioning or full commissioning, the BESPA will remain in force for a period as per Clause 22.2 of the RfS.

10.2 Commissioning Schedule and Liquidated Damages Not Amounting to Penalty for Delay in Commissioning

a. The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on 6 months from the Effective Date of BESPA (for e.g. if Effective Date of the BESPA is 05.07.2025, then SCD shall be 05.01.2026).

b. The maximum time period allowed for commissioning of the full Project/Contracted Capacity with applicable liquidated damages, shall be limited to the date as on 9 months from the SCD or the extended SCD (if applicable).

c. In case of delay in commissioning of the Project beyond the SCD until the date as per Clause 10.2.b. above, as part of the liquidated damages, the total PBG amount for the Project shall be encashed on per-day-basis and proportionate to the balance capacity not commissioned. For example, in case of a Project Capacity of 5 MW capacity, if commissioning of 2.5 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: PBG amount X (2.5/5) X (18/270). For the purpose of calculations of the liquidated damages, 'month' shall be considered consisting of 30 days.

d. As an alternative to the above encashment of PBG, the BESSD may choose to make a payment of the amount corresponding to the liquidated damages, directly to DISCOM. The BESSD shall intimate to DISCOM, its chosen alternative out of the two options, within 10 business days of intimation of the liquidated damages to the BESSD, as calculated by DISCOM. In case no response is received from the BESSD until the lapse of the above deadline, DISCOM may encash the PBG for the amount as per the liquidated damages. In case the Developer chooses to make necessary payments in lieu of the liquidated damages, the said payment shall be credited to DISCOM's account through NEFT payment, no later than 5 business days from the above intimation by the BESSD. In case of non- payment by the developer within the above deadline, the PBG will be encashed by DISCOM on the next business day.

e. In case Commissioning of the Project is delayed beyond the date as per Clause 10.2.b above, the BESPA capacity shall stand reduced/amended to the Project/Contracted Capacity commissioned, the entire PBG will be encashed by DISCOM, and the BESPA for the Project shall stand terminated for the balance un-commissioned capacity.

f. It is clarified that for the purpose of commissioning, the Project Capacity shall refer to the rated capacity of the Energy Storage System as declared by the BESSD in the BESPA. Any reduction in the Project/Contracted Capacity on account of Clause 10.2.d & e. above, will have no bearing on the obligation of the BESSD to provide the Project/Contracted Capacity as per the BESPA.

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

h. **Penalty for Delay in Work Completion beyond SCD:**

The delay penalty shall be in addition to the LD (liquidated damages) penalty as details above. In case of delay in commissioning of the Project beyond the SCD, then penalty of Rs. 10,000/- per day shall be levied in case no capacity is commissioned. In case, partial capacity is commissioned, per day penalty proportionate to the balance capacity shall be levied.

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

Subsequent to grant of connectivity, in case there is a delay in readiness of the respective substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the 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 8.8 above,

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

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

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

12 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 DISCOM shall schedule the capacity from such early commissioned Project at the BESPA charges (for the Contracted Capacity), only in case DISCOM agrees to purchase the capacity at an earlier date, and at the BESPA tariff.

In case DISCOM does not agree to early purchase the capacity, early part/full commissioning of the Project shall still be allowed and the BESSD will be free to utilize such capacity in the market or for sale of capacity to a third party until SCD or the date of commencement of procurement of BESS capacity as notified by DISCOM, whichever is earlier. However, early part/full commissioning of the Project and subsequent capacity procurement from the same shall be subject to the approval of DISCOM. Such intimation regarding consent to procure BESS capacity from early commissioning shall be provided by DISCOM within 15 days of receipt of the request being made by the BESSD, beyond which it would be considered as deemed refusal.

In case of BESSD sales storage capacity to third party, then DISCOM shall not be responsible for providing charging power.

If the BESS capacity is not off taken by DISCOM 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 9.1(e). 4. 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 DISCOM from the date of commencement of off-take of capacity by

DISCOM.

13 Viability Gap Funding Mechanism

a) In line with the sanction order issued by the Ministry of Power dated 09.04.2025, 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 DISCOM, as the case may be.

b) Under this RfS, the VGF amount eligible for each Developer shall be limited to the amount calculated **@Rs. 27,00,000/MWh (Rupees Twenty-Seven Lakhs per MWh) or 30% of the capital cost of the Project Capacity awarded, whichever is lower**. For example, for a Project Capacity of 10 MW/20 MWh, the maximum VGF amount to be sanctioned for the corresponding Project will be Rs. 5.40 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. VGF of upto 30% of capital cost of BESS or Rs 27,00,000/MWh, whichever is lower, shall be provided from the Central Government under State component.

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 the DISCOM 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 DISCOM, once the CEA certifies the achievement of the disbursement schedule milestone and submission of the required Bank Guarantee by BESSD.

DISCOM shall disburse the tranche wise VGF to BESSD only after receipt of the same from the Govt. of India and submission of BG for 100% of the total VGF amount by BESSD as per clause 13(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 the DISCOM by the BESSD. This

BG is in addition to the Performance Bank Guarantee (PBG) provided by the developer as per PBG clause of this RfS. Upon achieving COD of the Project, the 2nd tranche of VGF shall be released. The BG will be retained by the DISCOM for a period of 3 (three) years starting from the COD and will be returned after the end of 3 (three) 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, DISCOM shall 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 relevant article of signed BESPA, recovery of VGF amount shall be made on pro-rata basis corresponding to the capacity being terminated.

h) The DISCOM shall have the right to recover the VGF disbursed through encashment of BG, if the BESPA gets terminated within the first 3 years after COD of the Project, on account of reasons solely attributable to the BESSD. Irrespective of the year of termination within the first 3 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 (five) 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

14 Obtaining RfS Documents

Interested bidders have to download the official copy of RfS & other documents after login into the ISN-ETS portal by using the Login ID & Password provided by ISN-ETS during registration (Refer Annexure - C). The bidder shall be eligible to submit/ upload the bid document only after logging into the ISN-ETS portal and downloading the official copy of RfS.

15 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.

The bank details of DISCOM are provided in the Bid Information Sheet.

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

16 Project Scope & Technology Selection

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

17 Connectivity with the Grid

Please refer Clause 8 of the RfS.

18 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. Approval for water from the concerned authority (if applicable) required for the

Project.

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

d. Necessary approval(s) of CEIG.

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

The BESSD shall be required to follow the applicable rules regarding project registration with the State Nodal Agency (SNA) in line with the provisions of the applicable policies/regulations of Haryana State. It shall be the responsibility of the BESSD to remain updated about the applicable charges payable to the SNA under the applicable State Policy.

Note: The BESSD should apply for all the necessary approvals & get the necessary approvals, permits and clearances not more than 60 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.

19 Bank Guarantee towards Earnest Money Deposit (EMD)

19.1 Earnest Money Deposit (EMD) of **INR 48,00,000 (Indian Rupees Forty Eight Lakhs only)** in the form of Bank Guarantee according to Format 7.3A and valid for 09 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes.

19.2 The Bidder shall furnish the Bank Guarantees towards EMD from the list of banks (including all National Banks) notified by Government of India as amended or replaced from time to time for acceptance of Bank Guarantee as Security Deposit and Performance Security, as amended or replaced from time to time.

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

additional shortfall 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.

19.4 DISCOM 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 DISCOM in terms of the guarantee as in the case of appropriation of the cash deposit lying with DISCOM.

19.5 Forfeiture of EMD:

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

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

b. In case, DISCOM offers to execute the BESPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 23 of the RfS or does not execute the BESPA within the stipulated time period;

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

d. If the bidder fails to furnish required PBG in accordance with Clause 20 of the RfS.

20 Performance Bank Guarantee (PBG)

20.1 Bidders selected by DISCOM based on this RfS shall submit Performance Bank Guarantee (PBG) for a value **INR 1.20 Cr.** (Rupees One Crore Twenty Lakhs only), prior to signing of BESPA. It may be noted that successful Bidders shall submit the PBG according to the Format 7.3B with a validity period upto (& including) the date as on **10 months** after the Scheduled Commissioning Date (SCD) of the Project and the same shall have to be extended time to time as per the Contract / direction of DISCOM. Upon receipt and after successful verification of the total PBG in the acceptable format, the BG submitted towards EMD shall be returned by DISCOM to the successful Bidder.

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

Note: The PBGs are required to be submitted in the name of the entity signing the BESPA. In case of BESPA being eventually signed with the SPV incorporated/utilized by the successful bidder, the PBG may be submitted in the name of the successful

bidder within the above prescribed deadline, if the bidder chooses to do so, and the same shall be replaced by the PBG issued in the name of the SPV, prior to signing of BESPA.

20.3 The BESSD shall furnish the PBG from the list of banks (including all National Banks) notified by Government of India as amended or replaced from time to time for acceptance of Bank Guarantee as Security Deposit and Performance Security, as amended or replaced from time to time. 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 44.2 of the RfS.

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

20.5 DISCOM 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 DISCOM in terms of the guarantee as in the case of appropriation of the cash deposit lying with DISCOM.

20.6 The selected Bidder for the Project selected based on this RfS is required to sign BESPA with DISCOM within the timeline as stipulated in Clause 22 of the RfS. In case, DISCOM offers to execute the BESPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 23 of the RfS, or does not execute the BESPA within the stipulated time period, then the Bank Guarantee equivalent to the amount of the EMD shall be encashed by DISCOM from the Bank Guarantee available with DISCOM (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.

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

20.8 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/BESSDs. Any Bank Guarantee or it's amendment to be submitted as part of the bidding process / contract execution, shall be effective when the BG issuance message is transmitted by the issuing bank through SFMS to DISCOM's bank and a confirmation in this regard is received by DISCOM.

20.9 After the bidding process is over, DISCOM shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 15 days after the completion of e- Reverse Auction. The PBG shall be returned to the BESSD within 15 months from the COD of the Project, after taking into account any liquidated damages due to delays in commissioning as per Clause 10 and 11 of the RfS.

21 Payment Security Mechanism

21.1 The DISCOM shall provide payment security to the BESSD through:

a) Revolving Letter of Credit (LC) of an amount not less than 1 (one) months' average billing from the Project under consideration.

AND

b) Payment Security Fund, which shall be suitable to support payment for at least 3 (three) months' billing of all the Projects tied up with such fund.

c) As a combination of the above two mechanisms, the DISCOM shall provide a total payment security for a total of 4 (four) months' energy billing, out of which, LC should be provided for a minimum period of 1 month's energy billing.

d) In addition to payment security as per clauses (a) & (b) above, the DISCOM may also choose to provide State Government Guarantee, in a legally enforceable form, ensuring that there is adequate security to the BESSD, both in terms of payment of energy charges and termination compensation if any.

Note: Payment Terms

1. DISCOMs shall pay to the BESSD the fixed Rent i.e. in Rs. / MWh /month (Rs. Per MWh per month) of installed capacity for pre-defined usage of battery considering maximum 2 cycle per day, which shall be arrived from the single fixed tariff quoted by the successful bidder in the price bid and further negotiations held.

2. Subject to any deductions which the purchaser may be authorized to make under this contract, the payment shall be made as under:-

- From the commencement of availability of BESS Capacity, DHBVN shall pay to the BESSD, the monthly Payment in Rupees (Rs.) as discovered pursuant to negotiation by the competent authority on behalf of DHBVN/State, subject to deductions on account of non-adherence to the performance parameters or any other deductions as per the contract.
- The allowable monthly payment shall be reduced on pro-rata basis in case the BESSD (Battery storage System Developer) fails to commission the declared off-take/throughput capacity of the BESS system.
- Revolving Letter of Credit equivalent to one month payment shall be provided by DHBVN to the firm in lieu of payment security.
- The payment shall be made as stipulated above on 30th day from the date of submission of bills to the DDO along with requisite documents complete in all respect.

22 Battery Energy Storage Purchase Agreement (BESPA)

22.1 DISCOM 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 DISCOM and the BESSD is available on ISN-ETS Portal and also on DISCOM website. The BESPA shall be signed within 10 days of approval from HERC for adoption of tariff, if not extended by DISCOM. Subsequent extension in this timeline shall be finalized as mutually agreed by DISCOM and the BESSD. BESPA will be executed between DISCOM and selected bidder or its SPV separately for each Project after adoption of tariff by HERC.

22.2 The BESPA shall be valid for a period of 12 years from the date of full commissioning of the Project.

22.3 The Performance Bank Guarantee as per Clause 20 above, shall be submitted by the BESSD prior to signing of BESPA. Before signing of BESPA between DISCOM and the BESSDs, DISCOM will verify the shareholding of the Project Company along with a copy of complete documentary evidence. If at this stage or subsequently, it is found that the documents furnished by the BESSDs are false / misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.

22.4 Successful bidders will have to submit the required documents to DISCOM within 25 days from the issue of LOI. In case of delay in submission of documents beyond the 25 days as mentioned above, DISCOM shall not be liable for delay in verification of documents and subsequent delay in signing of BESPA. Effective Date of the BESPA shall be the date of signing of BESPA.

22.5 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, DISCOM 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 Closure or Project Financing Arrangements

23.1 The Projects shall achieve Financial Closure within the date as on 9 months after the Effective Date of the BESPA (for e.g. if Effective Date is 05.06.2025, the above deadline will be 04.03.2026).

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

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

23.4 In case of default in achieving above condition as may be applicable within the stipulated time, DISCOM 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, DISCOM 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 30 business days to the respective BESSDs to either furnish the necessary documents or make the above mentioned payment of Rs. 1,000/MW/day. In case of non-submission of either-the requisite documents or the necessary amount upon expiry of the above mentioned notice period of 30 days-DISCOM may 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 DISCOM. 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/contracted capacity commissioned as on SCD.

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

24 Land Arrangements for the Project

24.1 Land identification and ROU of Land shall be in line with Clause 6 of the RfS, and DISCOM shall facilitate in grant of land to the BESSD.

24.2 The BESSD shall submit ROU agreement for a period not less than the complete term of the BESPA, within 60 days of singing of BESPA. The ROU shall be terminated, in case of default of the BESSD.

24.3 With respect to signing of 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 & 8 of the RfS except when the delay in signing of ROU is on account of DISCOM. 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.

25 Commercial Operation Date (COD)

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

The BESSD shall obtain necessary charging and safety clearances from the Central Electricity Authority prior to commissioning of the Project. The 12-year tenure of BESPA shall be as per the provisions of BESPA. Any capacity being offered to the grid before COD shall not be at the cost of DISCOM under this scheme and developers will be free to make short-term sale to any organization or individual. DISCOM may agree to buy this capacity as a trader if they find it viable outside this RfS.

26 Modifications in Controlling Shareholding

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

26.2 No change in controlling shareholding of the Bidding Company or Bidding Consortium shall be permitted from the date of submission of response to RfS till the execution of the BESPA. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

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

a. Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.
b. Conversion of CCDs, CCPs etc. already issued to existing shareholders.
c. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of BESPA), insolvent, insane of existing shareholders.
d. Transfer of shares within the members of Immediate Promoter Group only.
e. Transfer of shares to IEPF.
f. Issue of Bonus Shares.

26.3 <u>In case of Project being executed through SPV:</u> The successful Bidder executing the

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

26.4 In case of the selected Bidder itself executing the BESPA, it shall ensure that controlling shareholding of the bidding company remains unchanged until the COD. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

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

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

26.7 In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh BESPA with a new entity, an amount of INR 10 Lakh per Project +18% GST per Transaction as Facilitation Fee (non- refundable) shall be deposited by the BESSD to DISCOM.

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

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

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

   In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for the purpose of fulfilling the requirements under this clause. Provided that such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.
c. Bank Guarantee 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 DISCOM. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement.
   ii. Board Resolution from the Bidding Company committing 100% (One Hundred Percent) of the equity requirement for the Project/ Board Resolutions from each of the Consortium Members together in aggregate committing to 100% (One Hundred Percent) of equity requirement for the Project (in case of Bidding Consortium); and
   iii. Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.

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

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

g. Undertaking regarding no willful default and no major litigation pending as per **Format7.7.**

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

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

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

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

      - In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted prior to signing of BESPA, if the bidder is selected as Successful bidder.

- If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development / Standalone Battery Energy Storage System 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. DISCOM reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that RfS conditions have been complied with and the bidder will ensure submission of the same within the required time lines.

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

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

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

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

28 Important Notes and Instructions to Bidders

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

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

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

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

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

28.6 All documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/ Addenda and BESPA) submitted online must be digitally signed by the person authorized by the Board as per Format 7.4. The documents submitted online but not required to be submitted off-line shall be considered as authentic true copies of the originals for all practical and legal purposes and it shall be the responsibility of the bidders to keep the originals with them and produce the same to DISCOM whenever called for during the tenure of the BESPA.

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

28.8 The Bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the relevant Bid-part is submitted after the deadline of Bid submission.

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

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

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

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

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

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

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

28.16 All the financial transactions to be made with DISCOM 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 DISCOM shall be scrutinized to establish "Responsiveness of the bid". Each bidder's response to RfS shall be checked for compliance with the submission requirements set forth in this RfS.

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

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

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

30 Method of Submission of Response to RfS by the Bidder

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

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

Bidders shall take special note that no documents other than the above shall be submitted offline.

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

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 DISCOM 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 22.10.2025, the above deadline will expire at 18:00 hrs on 24.10.2025. In case of the above deadline being a holiday, the next working day in DISCOM 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 setting up of 4 nos. of 2.5MW/5MWh Grid Interactive Standalone Battery Energy Storage System (BESS) at 33 kV substations within the jurisdiction of DHBVNL and UHBVNL under Tariff-Based Competitive Bidding (Phase-I) with Viability Gap Funding Support	
Cumulative Capacity of the projects applied for	*10 MW / 20 MWh*
No. of Projects Bid for	*1 (Four locations)*
RfS Reference No.	*RfS No.*
Submitted by	*(Enter Full name and address of the Bidder)*
Organization ID (OID) on ETS portal	*(Enter the OID through which the Bid has been submitted online on ETS portal)*
Authorized Signatory	*(Signature of the Authorized Signatory)* *(Name of the Authorized Signatory)* *(Stamp of the Bidder)*
Bid Submitted to	**Chief Engineer/PD&C,** **Dakshin Haryana Bijli Vitran Nigam Ltd.** **Vidyut Sadan, Vidyut Nagar** **Hisar-125005** **Website: www.dhbvn.org.in** **Email: cepdc@dhbvn.org.in**

30.2 Documents to be Submitted Online:

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

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

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

I. Technical Bid (First Envelope)

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

(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 k: Attachments, with proper file names.
(c) All supporting documents regarding meeting the eligibility criteria.
(d) Scanned Copies of NEFT/RTGS details towards Cost of RfS Document and Bid Processing Fee as mentioned in Bid Information Sheet.
(e) Scanned Copies of requisite amount of Bank Guarantee towards EMD as mentioned in the Bid Information Sheet.

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

II. Financial Bid (Second Envelope)

Bidders shall submit the single Financial Bid containing the scanned copy of following document(s):
(a) Covering letter as per Format - 7.12 of the RfS
(b) Preliminary Estimate of Cost of the Project as per Format 7.13 of the RfS

Only a single capacity charge (INR/MW/MONTH) for the Project (4 locations) applied for, shall have to be filled online in the Electronic Form provided at the ISN- ETS portal. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation, else the bid shall be considered as non- responsive.

Important Note:

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

(b) In each of the envelopes (as part of online bid submission), all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.

(c) All the envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.

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

(e) Tariff to be quoted in the Financial Bid shall be exclusive of GST (for offering storage service). GST levied on the storage service being provided by the Project, if any (as and when notified by GoI), shall be passed through to the DISCOM.

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 Grid-Connected Battery Energy Storage System Project

Owned and operated by

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

[Under RfS for setting up of 4 nos. of 2.5MW/5MWh Grid Interactive Standalone Battery Energy Storage System (BESS) at 33 kV substations within the jurisdiction of DHBVNL and UHBVNL under Tariff-Based Competitive Bidding (Phase-I) with Viability Gap Funding Support by

Dakshin Haryana Bijli Vitran Nigam Ltd.]

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 180 (One Hundred Eighty) days from the opening of financial bid i.e. Second Envelop ("Bid Validity"). DISCOM 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.

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

34 Clarifications/ Pre-Bid Meeting/ Enquiries/ Amendments

34.1 Clarifications/ Doubts, if any, on RfS document may be emailed and/ or through ISN-ETS portal. The format for submission of clarifications is available on the portal.

34.2 DISCOM 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 DISCOM's response will be uploaded in the ISN-ETS portal *https://www.bharat-electronictender.com*. If necessary, amendments, clarifications, elaborations shall be issued by DISCOM which will be notified on DISCOM/ ISN-ETS web site. No separate reply/ intimation will be given for the above, elsewhere.

34.3 A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet.

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

35 Right of DISCOM to Reject a Bid

DISCOM 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.

36 Post Award Compliances

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

Any checklist shared with BESSD by DISCOM 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.

37 Settlement of Disputes

37.1 Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, settled amicably between the parties.

37.2 If any dispute or difference of any kind whatsoever shall arise between the Owner and the BESSD, arising out of the Contract for the performance of the Works whether during the progress for the Works or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by the empowered officer to be appointed by the Owner, who, within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to the Owner and the BESSD.

37.3 Unless as hereinafter provided, such decision in respect of any matter so referred shall be final and binding upon the parties until the completion of the Works and shall forthwith be given effect to by the BESSD who shall proceed with the Works with all due diligence, whether he or the Owner required arbitration as hereinafter provided or not.

37.4 If after the Empowered Officer has given written notice of his decision to the parties, no claim to arbitration has been communicated to him by either party within thirty (30) days from the receipt of such notice, the said decision shall become final and binding on the parties.

37.5 In the event of the Empowered Officer failing to notify his decision as aforesaid within thirty (30) days after being requested aforesaid, or in the event of either the Owner or the BESSD being dissatisfied with any such decision, or within thirty (30) days after the expiry of the first mentioned period of thirty (30) days, as the case may be either party may require that the matters in dispute be referred to arbitration as hereinafter provided.

38 Arbitration

All matters, question, disputes, differences and/or claims arising out of and/or concerning and/or in connection and/or in consequences or relating to this Contract whether or not obligations of either of both parties under this Contract be subsisting at the time of such dispute and whether or not this Contract has been terminated or purported to be terminated orcompleted, shall be referred to the Sole Arbitration of the MD, DHBVN or an Officer appointed by the MD, DHBVN as his nominee. The Award of the Arbitrator shall be final and binding on the parties to this Contract. Subject to aforementioned provisions, the provisions of Arbitration& Conciliation Act 1996 (amendments 2015) and the rules there under and statuary modifications thereof for the time being in force, shall be deemed to apply to the Arbitration proceedings under this Clause.

39 Blacklisting of the Firms

The BESSD/ BESSD will be blacklisted,

39.1 If the BESSD backs out of the contract at any stage, the firm will be issued two 15 days' notices to commence the work failing which no further notices will be issued and the firm will be straightway blacklisted, without prejudice to other terms and conditions of the contract.

39.2 If the firm indulges in fraudulent and illegal practices such as forgery, cheating or any civil/criminal wrongdoing or any grave misconduct of similar nature which has a direct impact on the contract and the Nigam. In such case no notice of default will be issued and the firm will be straightway blacklisted in addition to initiating the legal proceedings etc., without prejudice to the other terms and conditions of the contract.

39.3 If the BESSD fails to complete the work within the delivery/completion schedule, the

deduction of the penalty will commence as per the terms and conditions of the present BidDocuments. On deduction of the complete penalty as admissible, the BESSD will be issued one 15 days' notice to complete the work failing which the Performance Bank Guarantee will be forfeited. Subsequent to the above two 15 days' notices will be issued and the firm will be blacklisted thereafter.

The Performance Bank Guarantee of the Blacklisted firms will be forfeited and the firm shall have no claim whatsoever on the same.

However, Procedure and other conditions of contract are regulated by procurement manual of DHBVN, so, these will be applicable to the BESSD as per procurement manual of DHBVN and amendments thereof from time to time.

"Period of Blacklisting shall be minimum three years and all power utilities in the country shall be intimated about the same."

40 Jurisdiction of the Court

Courts at Hisar shall have exclusive jurisdiction to decide any dispute arising out of or in the contract.

41 BESSD's Default

41.1 Notice of Default.

If the BESSD is not executing the Works in accordance with the Contract or is neglecting to perform his obligations, there under, as seriously, to affect the Program for carrying out of the Works, the Employer may give 15 days notice of default to the BESSD requiring him to make good such failure or neglect.

41.2 Nature of BESSD's default.

If the BESSD: -

a) Has failed to comply within a reasonable time with a notice under Sub Clause 45.1 or

b) Assigns the Contract or Sub-Contracts the whole of the Works without the Employer's written consent, or

c) Becomes bankrupt or insolvent, has a receiving order made against him or compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors or goes into liquidation.

The Employer may, after giving 15 days' notice to the BESSD, terminate the Contract and expel the BESSD from the Site.

Any such expulsion and termination shall be without prejudice to any other rights or powers of the Employer, or the BESSD under the Contract. The Employer may upon such termination complete the Works himself or by any other BESSD. The Employer or such other BESSD may use for such completion, BESSD's equipment which is on the Site and as he or they may think proper and the Employer shall allow the BESSD a fair price for such use.

41.3 Payment after termination

The Employer shall not be liable to make any further payments to the BESSD. However, the penalties as per relevant clauses of this RfS shall be applicable.

SECTION 4. QUALIFICATION REQUIRMENTS FOR BIDDERS

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

42 General Eligibility Criteria

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

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

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

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

42.2 A Consortium shall participate with one of the consortium partners as the Lead Member. Consortium shortlisted and selected based on this RfS has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of BESPA, keeping the original shareholding of the Bidding Consortium unchanged. In case applications for multiple Projects have been made by a Consortium, separate Project Companies can be formed for each Project. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (Format 7.5).

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

In case the foreign company participating as a member of consortium, Clause 42.7 of the RfS shall be applicable.

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

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

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

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

I An entity incorporated, established or registered in such a country; or

II A subsidiary of an entity incorporated, established or registered in such a country; or

III An entity substantially controlled through entities incorporated, establishedor registered in such a country; or

IV An entity whose beneficial owner is situated in such a country; or

V An Indian (or other) agent of such an entity; or

VI A natural person who is a citizen of such a country; or

VII A consortium where any member of the consortium falls under any of the above.

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

e. Other provisions of the referred OM dated 23.07.2020, except Sl. 11 of the OM, will also be applicable for this tender. Any interpretation of the above clauses will be made in line with the referred OM, including subsequent amendments and clarifications thereto.

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

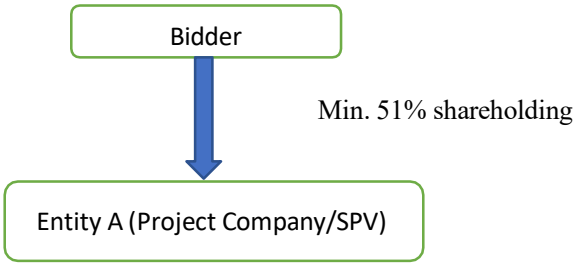
42.6 A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated/acquired as a subsidiary Company of the successful bidder for setting up of the Project, with atleast 51% shareholding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

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

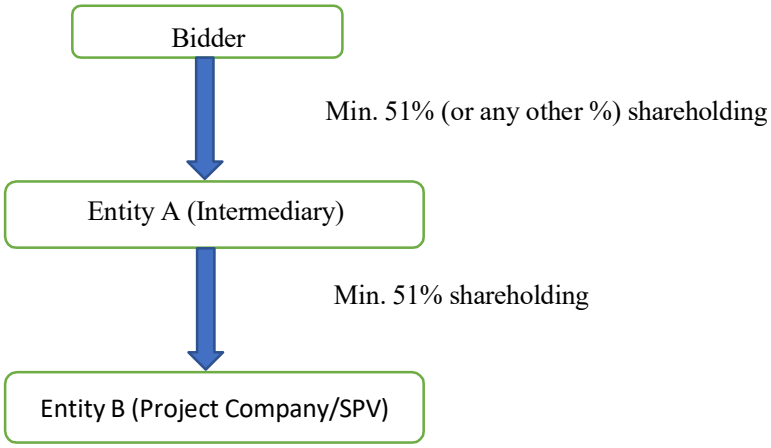
42.8 The Bidder or any of its Affiliates should not be a wilful defaulter to any lender. Further, the Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors should not have been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc or the United Nations or any of its agencies. The Bidder shall submit an undertaking to this effect.

42.9 For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 42.3 and 42.6 above should be an immediate subsidiary of the bidder, without any intermediaries involved. The following illustrations are provided to clarify the same:

Scenario 1:



Scenario 2:



As per provisions of the RfS, only Scenario 1 will be permissible under this RfS.

43 Technical Eligibility Criteria

43.1 The Bidder should have supplied and installed grid interactive battery energy storage system(s) to DISCOMS/GENCO/TRANSO or other Govt. Utility in India of cumulative installed capacity of 20 MWh or more and same must have been in successful operation for at least six months as on last date of bid submission.

43.2 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.

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

43.4 The Projects shall also comply with the performance criteria as detailed in Clause 9 of the RfS.

44 Financial Eligibility Criteria

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

For the purpose of a particular bid, bidder shall fulfill the following minimum criteria:-

a. **Net-worth / Asset under Management (AUM) or Investible Funds:** The net-worth of the bidder (or the cumulative value of Assets under Management (AUM) in case of SEBI registered AIF) should be at least Rs. 5 Crores, for the financial year in which bids are issued. In this context, AUM shall mean the amount as certified by the Statutory Auditor of the AIF.

   The net-worth/value of AUM to be considered for the above purpose will be the cumulative net- worth of the bidding company/AIF or Joint Venture 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 RFP. In case of the Bidder being a Bidding Joint Venture, 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 RFP.

   It is clarified that the net-worth to be considered for this clause will be the total net-worth as calculated in accordance with the Companies Act, 2013, and AUM or investible funds to be considered under this clause will be calculated in accordance with applicable SEBI (AIF) Regulations.

b. The Annual Turnover during any financial year out of last 3 financial years should be equal to or more than the value of Rs. 50 Cr. The documents showing the turnover should be duly attested by the CA and in support of the same, audited balance sheet of that particular year may also be attached.

c. The Bidder shall demonstrate the Liquid Assets Details (as per standard format of FIN-1, FIN-2 & FIN-3 provided in this RfS document) equivalent to Rs. 25 Cr. after deducting 20% of the Current Commitments of the Bidder.

44.2 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 44.1 above subject to clause no 44.9. 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.

44.3 For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty-six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account.

44.4 A Company/Consortium would be required to submit annual audited accounts for the last financial year, 2024-25, or as on the day at least 7 days prior to the bid submission deadline, along with net worth from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfillment of the criteria. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm inthe country where the Bidder or its Affiliate(s) is/ are located, or provisional accounts as on the day at least 7 days prior to the bid submission deadline.

In case Final Audited Annual Accounts for the last financial year are not available, then DISCOM shall accept the Provisional Accounts which are duly certified by a practicing Chartered Accountant of India and at least two directors or one director and the company secretary. Provided that an undertaking signed by at least two directors or one director and the company secretary is submitted by the bidder confirming that Final Audited Annual Accounts for the last financial year are not available as on date of bid submission.

Note: In case of foreign Bidders, in the event the Bidder is unable to furnish the audited annual accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the annual audited accounts of the last financial year for which the audited accounts are available. This, however, would be

acceptable, subject to the condition that the last date of response to this RfS falls on or within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country, and the Bidder shall submit the corresponding documentary evidence against the same. In case the annual accounts or provisional accounts as on the day at least 7 days prior to the bid submission deadline, are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.

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

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

44.7 In case the response to RfS is submitted by a Consortium, then the financial requirement (the Net-Worth) 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 20 MWh, then, total Net-Worth to be met by the Consortium is Rs. 50 Lakh x 10 MW = Rs. 5 Crores. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs. 3.50 Crores and to be met by Consortium Member B would be Rs. 1.50 Crores.

44.8 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 5 Crore and the strength of an Affiliate is used which owns 30% of the total shareholding in the bidder, the said Affiliate should be able to meet upto Rs 1.50 Crore of the Net Worth.

b. In case the strength of an Affiliate is being used for meeting the eligibility criteria, shareholding pattern of the respective Affiliate will be locked-in upto COD of the Project.

45 Joint Venture Criteria:

Bids may be submitted by the individual firms or joint venture firms maximum up-to total three partners (having one partner as lead partner). All the partners shall jointly

meet minimum 100% of the technical and financial criteria.

Note:

i. In joint venture, one of the Partners shall be nominated as lead partner, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.

ii. One of the partners shall be nominated as lead partner, and the lead partner shall be authorized to incur liabilities and receive instruction for and on behalf of any and all partners of the joint venture and the entire execution of the contract including receipt of payment shall be done exclusively through the lead partner. The authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners as per Performa.

iii. All the partner of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a copy of the agreement entered into by the joint venture partners having such a provision shall be submitted with the bid.

iv. Any firm can participate in any number of bids under the NIT, either individually or as a joint venture partner firm. But the firm who is bidding individually is not allowed to participate in any bid as a joint venture partner or vice versa. In such case all the bids in which the firm has participated will be disqualified.

v. Any firm can enter into joint venture with other firms & participate in any bid, but with the condition that the joint venture structure shall be same amongst all the bids i.e. all the JV partners shall be same with same partnership share in JV and the same lead partner. If a firm enters into two or more joint ventures with different set of partners than all the bids submitted by that firm either individually or in joint venture shall be disqualified.

SECTION 5. BID EVALUATION AND SELECTION OF PROJECTS

46 Bid Evaluation

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

47 Techno-Commercial Evaluation of Bidders (Step 1)

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

For e.g., if the bid submission deadline is 18:00 hrs on 31.07.2025, the online bid opening will be conducted on 02.08.2025. In case of the above deadline being a holiday, the bids will be opened on the next working day.

47.2 Subject to Clause 30 of the RfS, DISCOM 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, DISCOM 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 DISCOM within 02 (two) days from the date of such intimation from DISCOM. All correspondence in this regard shall be made through email/ISN-ETS portal only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. DISCOM shall not be responsible for rejection of any bid on account of the above.

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

48 Financial Bid Evaluation (Step 2)

48.1 In this step evaluations of Techno-Commercially Qualified Bids shall be done based on the capacity charges, or the "First Round Tariff", quoted by the Bidder in the Electronic Form of Financial Bid. After this step, the shortlisted bidders shall be invited for the Reverse Auction. **The "tariff" in this section, will refer to the capacity charges quoted by the bidders.**

48.2 Second Envelope (containing First Round Tariff) of only those bidders shall be opened

whose technical bids are found to be qualified as per the RfS.

48.3 The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) quoting a single tariff (capacity charges) in Indian Rupee per MW per month for all the Projects applied for. The tariff has to be quoted in Indian Rupee per MW per month in whole numbers only (no decimal places allowed). If it is quoted with any decimal places, the digits in the decimal places shall be ignored. (For e.g. if the quoted tariff is INR 450.34/MW/Month, then it shall be considered as INR 450/MW/ Month).

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

48.5 On completion of Techno-Commercial bid evaluation, if it is found that only one Bidder is eligible for the next stage OR if only one qualified bid is received, the opening of the financial bid of the Bidder may be done with consent of Appropriate Commission.

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

48.7 All Bidders with same tariff shall be eligible for reverse auction round (provided their rank is equal to or less than n^{th} Bidder as mentioned in Clause 48.8 of the RfS).

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

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

49 Reverse Auction (Step 3)

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

49.2 As bid for Part capacity of BESS is not allowed, thus after opening of Commercial Part of bids, the Total eligible Bidders upto L5 position shall be finalized for the reverse auction.

49.3 After opening of Financial Bids and at least two hours before the scheduled start time of Reverse Auction on the same day, a system generated email for invitation for Reverse Auction will be sent to those bidders who have been shortlisted for Reverse Auction based on the criteria mentioned at Clause 49.2 above.

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

a. During the 15 minutes prior to start of reverse auction process, the respective tariff of the bidder shall be displayed on its window.
b. The minimum decrement value for tariff shall be INR 1000 per MW per Month. The Bidder can mention its revised discounted tariff which has to be at least Rs. 1000/MW / Month less than its current tariff.
c. Bidders can only quote any value lower than their previous quoted tariff taking into consideration the minimum decrement value mentioned in the previous clause. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.
d. During reverse auction, the Bidder shall not have the option of changing the total project capacity while quoting tariff during reverse auction.
e. In the bidder's bidding window, the following information can be viewed by the bidder:
    i. Its tariff as the initial start price and there after last quoted tariff along with the project capacity for which the Bidder is qualified.
    ii. The list of all the Bidders with their following details: Pseudo Identity, last quoted tariff and project capacity
f. The initial auction period will be of 30 (thirty) minutes with a provision of auto extension by 5 (five) minutes from the scheduled/ extended closing time. Such auto extension shall be effected if by way of reduction in tariff, a Bidder causes a change in its zonal placement at that instant. The 'zones' are as defined below:
    i. Green Zone: This zone consists of the Bidders who may be allocated their full quoted Project capacity, subject to provisions of Clause 49, if the auction is closed at that instant.
    ii. Red Zone: This zone consists of the Bidders who will not be awarded their quoted Project capacity, subject to provisions of Clause 49, if the auction is closed at that instant.

If no such change as described above is effected during the last 5 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed.

Note: DHBVNL reserve the right to have further negotiation with the L1 bidder after e-RA as per Negotiation policy of Haryana State.

50 Selection of Successful Bidders

50.1 Subsequent to conclusion of the e-RA process, the bidders in the "Green" zone will be finalized based on tariffs discovered at the end of e-RA.

50.2 **DHBVNL reserve the right to have further negotiation with the L1 bidder after e-RA as per prevailing Negotiation policy of Haryana State.**

50.3 The bidder who shall offer the lowest tariff (L1 tariff) will be declared as Successful Bidder under the RfS.

50.4 DISCOMs, in its own discretion, have the right to reject any/ all Bids if the Single Quoted Tariff is not aligned to the prevailing market prices and DISCOMs decision in this regard shall be final and binding on bidders.

51 Issuance of LOIs

a) At the end of the selection process, a Letter of Intent (LOI) will be issued to the successful Bidders by respective DISCOM. In case of a Consortium being selected as the successful Bidder, the LOI shall be issued to the Lead Member of the Consortium.

b) DISCOM reserves the right to annul the bid process without any financial implications to any of the parties concerned.

c) In all cases, DISCOM's decision regarding selection of Bidder through Reverse Auction / Haryana Negotiation Policy - based on tariff or annulment of tender process shall be final and binding on all participating bidders.

d) BESPA to be signed between BESSD & Procurer (DISCOM) for awarded capacity within 10 Days of adoption of tariff or any other extended date as mutually agreed between DISCOM and the successful bidders otherwise the awarded capacity shall stand cancelled.

Note: CEI License

Before start of the work, the successful bidder shall provide the proof of obtaining the valid license for carrying out the necessary work at 11kV or above voltage from CEI Haryana. In case of joint venture, the lead partner of the joint venture, entrusted with the work of installation of the BESS shall be required to obtain the valid CEI license for carrying out the necessary work at 11 kV or above voltage from CEI Haryana, before start of the work.

SECTION 6. DEFINITIONS OF TERMS

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

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

52.2 "AFFILIATE" shall mean a company that, directly or indirectly,

i. controls, or
ii. is controlled by, or
iii. is under common control with, a company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such company or right to appoint majority Directors.

52.3 "APPROPRIATE COMMISSION" shall mean as Haryana Electricity Regulatory Commission (HERC).

52.4 "AVAILABILITY" shall mean as defined in Clause 9 of the RfS.

52.5 "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. Such systems may be operated on stand-alone basis.

52.6 "BATTERY ENERGY STORAGE SYSTEM DEVELOPER" or **"BESSD"** or **"DEVELOPER" or "PROJECT DEVELOPER"** shall mean the entity owning/operating the BESS facility for supply of power under the 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 DISCOM (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 DISCOM.

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

52.8 "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 DISCOM.

52.9 "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.**

52.10 "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.

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

52.12 "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.

52.13 "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.

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

52.15 "CONTRACTED CAPACITY" shall mean the capacity in MW/MWh ("X" MW x 2hrs) contracted with DISCOM for providing Energy storage facility for charging and discharging the system on "on-demand" basis, based on which the BESPA is executed with DISCOM.

52.16 "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.

52.17 "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.

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

52.19 "CENTRAL TRANSMISSION UTILITY (CTU)" shall mean the Central Transmission

Utility as defined in sub-section (10) of section 2 of the Electricity Act 2003.

52.20 "DAY" shall mean calendar day.

52.21 "DISCOM" or "Employer" shall mean as DHBVNL/ UHBVNL.

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

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

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

52.25 "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.

52.26 "VGF GUIDELINES" shall mean "Operational Guidelines for State Component under the Scheme for Viability Gap Funding for development of Battery Energy Storage Systems" issued by Ministry of Power vide F. No. 42-26/1/2022-NRE (Pt III) dated 09.10.2024, including subsequent amendments and clarification thereof, if any, issued until the last date of bid submission of this RfS.

52.27 "Nodal Officer" shall mean the officer Incharge of DISCOM (respective SE/ Construction) under whose supervision, the project shall be executed as per BESPA.

52.28 "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.

52.29 "INTER-CONNECTION POINT/ DELIVERY/ METERING POINT" shall mean a single point at the 33 kV Substation, at the voltage level of 11 kV, where the power from the Project(s) is injected into the grid (including the dedicated transmission line connecting the Projects with the substation system) as specified in the RfS. Metering shall be done at this interconnection point where the power is injected into. For interconnection with grid and metering, the BESSDs shall abide by the relevant CERC/ HERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2014 as amended and revised from time to time.

52.30 "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).

52.31 "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.

52.32 "LETTER OF INTENT" or **"LETTER OF AWARD"** or **"LOI"** or **"LOA"** shall mean the letter issued by DISCOM to the selected Bidder for Award of the Project.

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

52.34 "LLC" shall mean Limited Liability Company.

52.35 "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.

52.36 "MONTH" shall mean calendar month.

52.37 "NET-WORTH" shall mean the Net-Worth as defined section 4 of the Companies Act, 2013.

52.38 "PAID-UP SHARE CAPITAL" shall mean the paid-up share capital as defined in Section 4 of the Companies Act, 2013.

52.39 "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.

52.40 "PROJECT" shall mean the Battery Energy Storage System set up by the BESSD for

supply of Power "on Demand" basis, having single point of injection into the grid at Interconnection/ Delivery/ Metering Point. 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 awarded to be developed and constructed for the purpose of supply of power to DISCOM.

52.41 "PROJECT CAPACITY" shall mean the maximum AC capacity at the delivery point that can be scheduled from the Project.

52.42 "PROJECT COMMISSIONING": The Project will be considered as commissioned in line with the Commissioning procedure defined in the RfS/ BESPA and upon certification thereof by DISCOM or its authorized entity / Officer.

52.43 "PROJECT LOCATION" shall mean the area identified by the BESSD, comprising village(s), Tehsil(s)/Taluk(s) and District(s) within Haryana, where the Project is being implemented.

52.44 "POWER ON DEMAND" shall mean the requirement of DISCOM to charge and discharge the BESS based on its requirements during the time of day, subject to provisions of the RfS and BESPA.

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

52.46 "RfS" or **"RfS DOCUMENT"** or **"BIDDING DOCUMENT(S)"** or **"TENDER DOOCUMENTS"** shall mean the "Request for Selection" document issued by DISCOM including standard Battery Energy Storage Purchase Agreement, along with subsequent clarifications and amendments thereof, vide RfS No. 7/DHBVNL/BESS/Phase-I.

52.47 "SCHEDULED COMMISSIONING DATE" or **"SCD"** shall be the date as indicated in Clause 10.2 of the RfS.

52.48 "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.

52.49 "STATE TRANSMISSION UTILITY" or **"STU"** shall mean Haryana Vidyut Prasaran Nigam Limited, Panchkula (HVPNL).

52.50 "TOE" shall mean Tender Opening Event.

52.51 "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;

52.52 "WEEK" shall mean calendar week;

52.53 "HPPC" shall mean Haryana Power Purchase Centre, Panchkula;

52.54 "HPPC (Nigam/State)" shall mean State level/ Nigam level High Powered Purchase Committee;

Note: Brief of steps in the instant RfS:-

a) Issuance of NIT /RfS

b) Submission of online and offline documents

c) Technical Bid Opening

d) Financial Bid Opening

e) eRA on portal

f) Negotiations as per Haryana State Policy

g) Issuance of LOI

h) Adoption of tariff approved by HERC

i) Submission of PBG

j) Signing of BESPA (Project Start Date is the date of signing of BESPA)

SECTION 7. SAMPLE FORMS & FORMATS FOR BID SUBMISSION

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

Format 7.1

COVERING LETTER

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

Ref.No._____ Date:

_____

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

_____

_____

Tel.#:

Fax#:

E-mail address#

To,

Chief Engineer (PD&C)

Dakshin Haryana Bijli Vitran Nigam Limited Vidyut Sadan

Vidyut Nagar Hisar-125005

Website-www.dhbvn.org.in

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

Dear Sir/ Madam,

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

We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in Format 7.8 under Disclosure) **OR** We confirm that in the response to the aforesaid RfS, we have a Group Company who owns more than 10% but less than 26% in the

bidding company as well as other companies who may participate in this RfS, and accordingly, we have submitted requisite undertaking as per Format 7.8A in this regard *[strike out whichever not applicable].*

We also confirm that we including our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies directly or indirectly have not submitted response to RfS for more than cumulative capacity of 10 MW/20 MWh, including this response to RfS.

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

Contracted capacity offered	**Interconnection Point Details**	**Project Preference***

**The preferences of the Projects shall be considered only for the last successful bidder whose total quoted capacity is more than the balance capacity. In this case, allocation will be done as described in Clause 50 of the RfS, subject to availability of such project after selection by other bidders having rank better than the last bidder.*

1. We give our unconditional acceptance to the RfS, dated..... *[Insert date in dd/mm/yyyy]*, standard BESPA documents attached thereto, issued by DISCOM. In token of our acceptance to the RfS and BESPA documents along with the amendments and clarifications issued by DISCOM, 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 10 of the RfS.

2. Earnest Money Deposit (EMD):- (*Please read Clause 19 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. 19 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 forthe selected Projects, within due time as mentioned in Clauses 19 & 20 of this RfS on issue of LOA by DISCOM for the selected Projects and/or we are not able to sign BESPA with DISCOM within the timeline as stipulated in the RfS for the selected Projects, DISCOM 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 DISCOM 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 DISCOM in respect of Award of Projects according to our preference order as above and in line with the provisions of the RfS, shall be binding on us.

6. Familiarity with Relevant Indian Laws, Regulations and Orders: -
We confirm that we have studied the provisions of the relevant Indian Laws, Regulations and Order issued by judicial bodies as required to enable us to submit this response to RfS and execute the BESPA, in the event of our selection as Successful Bidder.

7. In case of our selection as the Successful bidder under the scheme and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our subsidiary, we shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution prior to signing of BESPA with DISCOM, 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 DISCOM.

10. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.

11. We confirm that all the terms and conditions of our Bid are valid up to _____ (*Insert date in dd/mm/yy*yy) for acceptance [i.e. a period of 180 (One Hundred Eighty) Days from the last date of submission of response to RfS].

12. Contact Person
Details of the representative to be contacted by DISCOM are furnished as under: Name : ……

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

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

Dated the_____day of_____, 20….

Thanking you,
We remain,
Yours faithfully,

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

Format 7.2

FORMAT FOR POWER OF ATTORNEY

(Applicable Only in case of Consortiums)

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

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

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

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

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

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

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

For and on behalf of Consortium Member

M/s…….

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

(Name
Designation

Place:

Date:)

Accepted

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

Attested

(Signature of the executant)

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

Place:.....

Date: .....

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

Format 7.3A

FORMAT FOR BANK GUARANTEE TOWARDS EARNEST MONEY DEPOSIT (EMD)

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

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

In consideration of the_____[*Insert name of the Bidder*] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for_____[*Insert title of the RfS*] of the cumulative capacity of _____MW/MWh [*Insert cumulative Project capacity proposed*] for offering Battery Energy Storage System on long term basis, in response to the RfS No. _____dated _____issued by Dakshin/ Uttar Haryana Bijli Vitran Nigam Limited (hereinafter referred to as DISCOM) and DISCOM 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 DISCOM at [*Insert Name of the Place from the address of DISCOM*] forthwith without demur on demand in writing from DISCOM or any Officer authorized by it in this behalf, any amount upto and not exceeding **Rupees 48,00,000/- (Indian Rupees Forty Eight Lakhs 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. 19 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. 19 of this RfS*]. DISCOM shall be entitled to invoke this Guarantee till_[*insert date of validity in accordance with Clause No. 19 of this RfS*].

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

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Haryana 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 DISCOM 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 DISCOM 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 State Bank of India and a confirmation in this regard is received by DISCOM.

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. 19 of this RfS*].

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

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

E-mail ID of the Bank:
Banker's Stamp and Full Address.
Dated this_____day of_____, 20___

Format 7.3 B

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

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

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

In consideration of the_____[*Insert name of the Bidder*] (hereinafter referred to as 'selected Battery Energy Storage System Developer') submitting the response to RfS inter alia for ……[*insert title of the* RfS] of the capacity of ……. MWh, at ……*[Insert name of the place*], in response to the RfS dated..... issued by Dakshin/ Uttar Haryana Bijli Vitran Nigam Limited (hereinafter referred to as DISCOM) and DISCOM 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 Intent 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 DISCOM at [*Insert Name of the Place from the address of the DISCOM*] forthwith on demand in writing from DISCOM or any Officer authorised by it in this behalf, any amount up to and not exceeding Indian Rupees _____ [Total Value] only, on behalf of M/s_____ _____[*Insert name of the selected* Battery Energy Storage System Developer/ *Project Company*]

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

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

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

The Guarantor Bank hereby agrees and acknowledges that DISCOM 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 DISCOM, made in any format, raised at the above mentioned address of the Guarantor Bank, or at branch located Hisar/ Panchkula in order to make the said payment to DISCOM.

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Haryana 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 DISCOM 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 DISCOM 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 when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to DISCOM's Bank and a confirmation in this regard is received by DISCOM.

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

Format 7.3 C

(not used)

Format 7.3 D

(Not used)

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 Dakshin/ Uttar Haryana Bijli Vitran Nigam Limited (DISCOM), representing us in all matters before DISCOM, and generally dealing with DISCOM 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 Dakshin/ Uttar Haryana Bijli Vitran Nigam Limited (DISCOM) a Company incorporated under the Companies Act, 2013, and having its Registered Office at Hisar/ Panchkula.

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 DISCOM desires to purchase Power under RfS for_____(insert title of the RfS);

WHEREAS, DISCOM 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 DISCOM wherein the Consortium Members haveto 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 Haryana 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 DISCOM 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 DISCOM.

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 DISCOM.

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 DISCOM.

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

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

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

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

Witnesses:

1) Signature----------

Name:

Address:

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

Name:

Address:

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

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

Witnesses:

1) Signature ----------

Name:

Address:

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

Name:

Address:

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

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

Witnesses:

1) Signature ----------

Name:

Address:

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

Name:

Address:

_____

Signature and stamp of Notary of the place of execution

Format 7.6

FORMAT FOR FINANCIAL REQUIREMENT

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

Ref. No._____ Date: _____

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

To

Chief Engineer (PD&C)
Dakshin Haryana Bijli Vitran Nigam Limited,
Vidyut Sadan, Vidyut Nagar, Hisar-125005
Website-www.dhbvn.org.in

Sub: Response to RfS No._____dated_____for_____.

Dear Sir/ Madam,

We certify that the Bidding Company/Member in a Bidding Consortium is meeting the financial eligibility requirements as per the provisions of the RfS. Accordingly, the Bidder, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Net Worth/AUM criteria, by demonstrating a Net Worth/AUM of Rs.....Cr. (.....in words) as on the last date of Financial Year 2024-25 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 44.1 of the RfS.

Exhibit (i): Applicable in case of Bidding Company

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

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

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

Exhibit (ii): Applicable in case of Bidding Consortium
(To be filled by each Member in a Bidding Consortium separately)
Name of Member: [*Insert name of the Member*]

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

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

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

Total					

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

(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 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 Dakshin/ Uttar Haryana Bijli Vitran Nigam Limited, in respect to our response to RfS vide RfS No._____dated_____, that M/s _____(insert name of the Bidder), or any of its Affiliates is not a willful defaulter to any lender.

Further, we also undertake that 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,
Chief Engineer (PD&C)
Dakshin Haryana Bijli Vitran Nigam Limited Vidyut Sadan
Vidyut Nagar Hisar-125005
Website-www.dhbvn.org.in

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

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 42.4 of the RfS, and are complying with the requirements as per the referred OM dated 23.07.2020 except Sl. 11 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, DISCOM 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,

Chief Engineer (PD&C)

Dakshin Haryana Bijli Vitran Nigam Limited Vidyut Sadan

Vidyut Nagar Hisar-125005

Website-www.dhbvn.org.in

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

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 42.4 of the RfS, and are complying with the requirements as per the referred OM dated 23.07.2020 except Sl. 11 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, DISCOM 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 No 6/18/2019-PPD dated 23.07.2020

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

Ref. No._____ Date: _____

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

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

To
Chief Engineer (PD&C)
Dakshin Haryana Bijli Vitran Nigam Limited Vidyut Sadan
Vidyut Nagar Hisar-125005
Website-www.dhbvn.org.in

Sub: Response to the RfS No …… dated ..... for the tender for ……
Dear Sir/ Madam,
This is with reference to attached order vide OM no. 6/18/2019-PPD dated 23rd July 2020 issued by Department of Expenditure, MoF, Govt of India.

We are hereby submitting the following declaration in this regard:

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

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

Dated the_____day of_____, 20….

Thanking you,
We remain,
Yours faithfully,

Encl: OM dated 23.07.2020, as referred above

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

Format 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

Chief Engineer (PD&C)

Dakshin Haryana Bijli Vitran Nigam Limited Vidyut Sadan

Vidyut Nagar Hisar-125005

Website-www.dhbvn.org.in

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 **12 (twelve) months** from Effective Date of the BESPA.

1.0 Evidence of achieving complete-tie-up of the Project Cost through internal accruals or through a Financing Agency.

2.0 DPR of the Project, detailing out project configuration and proposed commissioning schedule of the Project.

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

Dated the_____day of_____, 20….

Thanking you,

We remain,

Yours faithfully,

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

Format 7.10

DECLARATION BY THE BIDDER FOR THE PROPOSED TECHNOLOGY TIE-UP

(*To be Submitted Separately for each Project)*

1	**Name of Bidding Company/ Lead Member of Bidding Consortium**	
2	**Location(s) of BESS Project(s)**	
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

(not used)

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

Chief Engineer (PD&C)

Dakshin Haryana Bijli Vitran Nigam Limited Vidyut Sadan

Vidyut Nagar Hisar-125005

Website-www.dhbvn.org.in

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 Haryana at DISCOM Substation as Bidder for the above.

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

Dated the_____day of_____, 20….

Thanking you,
We remain,
Yours faithfully,

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

Notes:

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

2. *If the bidder submits the financial bid in the Electronic Form at ETS portal not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.*

3. *The quoted tariff shall be inclusive of all taxes till the submission of bid / validity of bid.*

4. *Tariff requirement shall be quoted as a fixed amount for cumulative capacity of Rs. / MW / Month in Indian Rupees only. Conditional proposal shall be summarily rejected.*

5. *In the event of any discrepancy between the values entered in figures and in words, the values shall be considered at DISCOM's discretion.*

6. *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.

Annexure - A

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

1. Codes and Standards

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

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

IEC 62933-2-1	Electrical energy storage (EES) systems - Part 2-1: Unit Parameters and testing methods - Specification	Tests for Class B applications: 1. Duty Cycle Round Trip Efficiency Test 2. Equipment and Basic Function Test 3. Available energy Test 4. Insulation test

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

2. System Testing and Commissioning

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

3. Identification and Traceability

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

4. Other Sub-systems/Components

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

5. Fire Protection

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

6. Authorized Test Centres

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

7. Warranty

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

8. Performance Monitoring

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

a) The BESSD must install necessary equipment to continuously measure BESS operating parameters (including but not limited to voltage, current, ambient conditions etc.) as well as energy input into and energy output from the BESS along with Metering arrangement in accordance with extant regulations. They will be required to submit this data to DISCOM and SLDC online and/or through a report on regular basis every month for the entire duration of contract.
b) The BESSD shall provide access to DISCOM/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 DISCOM/ 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. <u>Other necessary criteria</u>

a) BESS shall be capacity of operating in the frequency range of 47.5 Hz to 52 Hz and be able to deliver rated output in the frequency range of 49.5 Hz to 50.5 Hz.

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

c) The 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 shall provide reliable protection and not be limited to as an overvoltage/under-voltage protection, overcurrent protection, low-temperature/over-temperature protection of battery, DC insulation monitoring, etc.

g) BESS is required to have the following basic functions:

   i) Monitoring: Monitor operational parameters, equipment status and communication status, alarm and faults of main equipment and BESS system, etc.

   ii) Information exchange: Receive and process information with SLDC/RLDC/NLDC including operation parameters, switching information, various alarms and alerts, protective action signals, control information, etc.

   iii) Control: Including control mode and parameter setting with SLDC/RLDC/NLDC.

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

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, and Battery Waste Management Rules, 2022 on 24th August, 2022, 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 and Battery Waste Management Rules, 2022" 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.

The BESSD shall be completely responsible for the care of battery/ battery banks/ BESS plant for the entire duration of BESPA and shall be liable for disposing off the same as per applicable GoI instructions/ guidelines after the completion of BESPA duration.

11. Safety precautions of the BESS Project

The BESSD shall ensure that the design, installation, operation, and maintenance of the BESS comply with the *Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations*, *CEA (Measures relating to Safety and Electric Supply) Regulations, 2023, IS 16466:2016* (Stationary Batteries), and *IS/IEC 62485-2* (Safety Requirements for Secondary Batteries) *and its amendments*. The BESSD shall implement safety measures to mitigate fire, electrical, chemical, and environmental hazards, including:

- A robust Battery Management System (BMS) for real-time monitoring and thermal runaway prevention.
- Fire containment enclosures with deflagration vents, adhering to *NFPA 855* as referenced by CEA.
- Safe site selection with adequate spacing and stable foundations, per CEA guidelines.
- Continuous monitoring, regular maintenance, and safe battery disposal per *Battery Waste Management Rules, 2022*.
- An emergency response plan with training and coordination with first responders.
- Cybersecurity measures and compliance with *IS 732:1989* for electrical installations. The Contractor shall submit a safety plan and certifications to the authority within 30 days of tender award. Non-compliance may result in penalties or project suspension.
- Fire safety equipments such as CO2 fire extinguishers etc. shall be provided by BESSD.

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) Undertaking by the Project Company that all Consents, clearances and permits required for supply of Power to DISCOM 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 43 of the RfS)

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

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

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

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

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

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

SPECIAL INSTRUCTIONS TO BIDDERS FORe-TENDERING AND REVERSE AUCTION

Annexure - C

GENERAL

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

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

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

INSTRUCTIONS

Tender Bidding Methodology:

Sealed Bid System
Single Stage Two Envelope

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

Broad Outline of Activities from Bidder's Perspective:

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

- Opening of relevant Bid-Part

10. Post-TOE Clarification on ETS (Optional)
    - Respond to DISCOM Post-TOE queries
11. Participate in e-Reverse Auction if invited

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

Digital Certificates

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

Registration

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

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

Important Note:

1. Interested bidders have to download official copy of the RfS & other documents after login into the e-tendering Portal of ISN-ETS ***https://www.bharat-electronictender.com***. If the official copy of the documents is not downloaded from e-tendering Portal of ISN-ETS within the specified period of downloading of RfS and other documents, bidder will not be able to participate in the tender.

2. To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Centre' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

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

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

Some Bidding Related Information for this Tender (Sealed Bid)
The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

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

In addition to the above, the bidders are required to submit certain documents physically offline also as per Claue 30 of the RfS, failing which the technical bids will not be opened.

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

Internet Connectivity

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

SPECIAL NOTE ON SECURITY AND TRANSPARENCY OF BIDS

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

As part of the Electronic Encrypted® functionality, the contents of both the 'ElectronicForms®' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid-encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer

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

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

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

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

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

PUBLIC ONLINE TENDER OPENING EVENT (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to DISCOM's office for the Public Online TOE, if applicable for the RfS.

Every legal requirement for a transparent and secure 'Public Online Tender Opening Event (TOE)', including digital counter-signing of each opened bid by the authorized TOE-officer(s) in the simultaneous online presence of the participating bidders' representatives, has been implemented on ETS.

As soon as a Bid is decrypted with the corresponding 'Pass-Phrase' as submitted by the bidder himself during the TOE itself, or as per alternative methods prescribed in the Tender Documents, salient points of the Bids (as identified by the Buyer organization) are simultaneously made available for downloading by all participating bidders. The tedium of taking notes during a manual 'Tender Opening Event' is therefore replaced with this superior and convenient form of 'Public Online Tender Opening Event (TOE)'.

ETS has a unique facility of 'Online Comparison Chart' which is dynamically updated as each online bid is opened. The format of the chart is based on inputs provided by the Buyer for each Bid-Part of a tender. The information in the Comparison Chart is based on the data submitted by the Bidders. A detailed Technical and/ or Financial Comparison Chart enhances Transparency. Detailed instructions are given on relevant screens.

ETS has a unique facility of a detailed report titled 'Minutes of Online Tender Opening Event (TOE)' covering all important activities of the 'Online Tender Opening Event (TOE)'. This is available to all participating bidders for 'Viewing/ Downloading', as per the NIT configured by the bidding agency.

There are many more facilities and features on ETS. For a particular tender, the screens viewed by a Supplier will depend upon the options selected by the concerned Buyer.

OTHER INSTRUCTIONS

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

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

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

SEVEN CRITICAL DOs AND DON'Ts FOR BIDDERS

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

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

tender submission deadline on ETS.

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

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

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

6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event, the bids are not opened with the pass-phrase submitted by bidder, DISCOM may ask for re-submission/ clarification for correct pass- phrase. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to 'Annul Previous Submission' from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s). If bidder fails to submit correct pass-phrase immediately as requested by DISCOM, the Tender Processing Fee and Tender Document Fee, if applicable, shall be forfeited and bid shall not be opened, and EMD shall be refunded. No request on this account shall be entertainedby DISCOM.

7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) 'ONLY IF' the status pertaining Overall Bid-Submission is 'COMPLETE'. For the purpose of record, the bidder can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the status pertaining overall Bid-Submission' is 'COMPLETE'

NOTE:

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

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

1. Get your organization's concerned executives trained for e-Reverse Auction related

processes on ETS well in advance of the start of e-Reverse Auction.

2. For responding to any particular e-Reverse Auction, the e-Reverse Auction (i.e. its Reverse Auction Search Code or RASC) has to be assigned to an MA.
3. It is important for each bidder to thoroughly read the 'rules and related criterion' for the e-Reverse Auction as defined by the Buyer organization.
4. It is important to digitally-sign your 'Final bid' after the end of e-Reverse Auction bidding event.

5. During an e-auction, it is recommended that a bidder submits a bid well before the scheduled time of 'Date and Time of Closure of Reverse-Auction'. Submission of a bid near the closing time of an auction may result in failure due to any of the various factors at that instant, such as – slow internet speed at the bidder's end, slow running of computer at bidder's end, nervousness of the bidder in the last few seconds, etc. This could lead to delay in submission of data from the bidder's computer to the server. Even if the delay is of a fraction of second after the scheduled closing time, it will result in failure of bid submission. Further, please note that a bid can be submitted even if the bidding-page has not been refreshed manually, or otherwise depending on the conditions of the e-auction.
   Note: Successful receipt of Bid in an e-auction scenario takes place if the bid is successfully 'received and validated' in the system (ETS) within the scheduled date and time of closure of bidding. ETS/ Service Provider is not responsible for what happens at an end-user's end, or while a submission made by an end-user is in transit, until the submission is successfully 'received and validated' in ETS.

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

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

   Vendors Training Program

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

TERMS & CONDITIONS OF REVERSE AUCTION

After opening of Financial bids and short-listing of bidders based on the tariff and total capacity of project of qualified Project(s), DISCOM shall resort to "REVERSE AUCTION PROCEDURE". Reverse Auction shall be conducted as per methodology specified in Section- V and other provisions of Reverse Auction in RfS Documents and their subsequent Addenda/ Amendments/ Clarifications. Bidders in their own interest, are advised to go through the documents in entirety. The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give completer explanations. Further these are supplementary in nature.

1. Bidders shall ensure online submission of their 'Bid Price' within the auction period.
2. Bidders shall ensure to take all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to ISN-ETS.
3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RfS document or intimated later on, for compliance.
4. Reverse auction will be conducted on scheduled date & time, as mentioned in the RfS document.
5. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which is enclosed separately in the RfS document.
6. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant DISCOM guidelines, shall be initiated by DISCOM.
7. The Bidder shall not divulge either his Bids or any other exclusive details of DISCOM to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
   a) Although extension time is '8' minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute hosting of the Financial Bid during reverse auction.
   b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of DISCOM, bid process, bid technology, bid documentation and bid details.
   c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
   d) Technical and other non-commercial queries (not impacting price) can only be routed to the DISCOM contact personnel indicated in the RfS document.
   e) Order finalization and post order activities such issue of LOI, signing of BESPA etc. would be transacted directly between successful bidder(s) and DISCOM.

f) LOI shall be placed outside the ETS e-portal & further processing of the LOI shall also be outside the system.

g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in Annexure - C of the RfS document.

h) Bidders are advised to visit the auction page and login into the system well in advance to identify/ rectify the problems to avoid last minute hitches.

i) DISCOM will not be responsible for any PC configuration/ Java related issues, software/ hardware related issues, telephone line glitches and breakdown/ slow speed in internet connection of PC at Bidder's end.

j) Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC/ Internet/ Java related issues and Bidder may lose the chance of participation in the auction.

10. For access to the Reverse Auction site, the following URL is to be used:
https://www.bharat-electronictender.com.

11. No queries shall be entertained while Reverse Auction is in progress.

BUSINESS RULES OF REVERSE AUCTION

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

The following would be parameters for e-Reverse Auction:

Sl. No.	Parameter	Value
1.	Date and Time of Reverse-Auction Bidding Event	To be intimated Later to Eligible Bidders
2.	Duration of Reverse-Auction Bidding Event	30 minutes
3.	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	05 Minutes
3.2	Automatic extension Time-Duration	05 Minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
4.	Entity-Start-Price	Tariff quoted by the bidders in Financial Bid (Second Envelope)

Online Reverse Auction shall be conducted by DISCOM on pre-specified date and time, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the Reverse Auction, any requests for extension of time will not be considered by DISCOM. Bidders are therefore requested to make all the necessary arrangements/ alternatives whatever required so that they are able to participate in the Reverse Auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse Auction cannot be the cause for not participating in the Reverse Auction. DISCOM shall not be responsible for such eventualities.

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

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

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

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

Annexure - D

ILLUSTRATIONS

(Please refer Clause 9 of the RfS)

Illustration

a. **System Availability**

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

date	block	Drawl (from Grid) MW (Charging) (X)	Injection (into Grid) MW (Discharging) (Y)	Scheduled Mus (Z)	Time-block Availability, (TA) = (Xi/Zi) + (Yi/Zi)
01-May-25	1	250	0	250	1
01-May-25	2	250	0	250	1
01-May-25	3	240	0	250	0.96
01-May-25	4	240	0	250	0.96
01-May-25	5	235	0	250	0.94
01-May-25	6	235	0	250	0.94
01-May-25	7	240	0	250	0.96
01-May-25	8	240	0	250	0.96
01-May-25	9	0	0	12.5	0
01-May-25	10	12.5	0	0	NA
01-May-25	11	0	0	0	NA
01-May-25	12	0	0	0	NA
01-May-25	13	0	0	0	NA
01-May-25	14	0	0	0	NA
01-May-25	15	0	0	0	NA
01-May-25	16	0	0	0	NA
01-May-25	17	0	0	0	NA
01-May-25	18	0	0	0	NA
01-May-25	19	0	0	0	NA
01-May-25	20	0	0	0	NA
01-May-25	21	0	0	0	NA
01-May-25	22	0	0	0	NA
01-May-25	23	0	0	0	NA
01-May-25	24	0	190	250	0.76
01-May-25	25	0	190	250	0.76
01-May-25	26	0	200	250	0.8
01-May-25	27	0	200	250	0.8
01-May-25	28	0	200	250	0.8
01-May-25	29	0	200	250	0.8
01-May-25	30	0	200	250	0.8
01-May-25	31	0	200	250	0.8
01-May-25	32	0	0	0	NA
01-May-25	33	0	0	0	NA
01-May-25	34	0	0	0	NA
01-May-25	35	0	0	0	NA
01-May-25	36	0	0	0	NA
01-May-25	37	0	0	0	NA
01-May-25	38	0	0	0	NA
01-May-25	39	0	0	0	NA

01-May-25	40	0	0	0	NA
01-May-25	41	0	0	0	NA
01-May-25	42	0	0	0	NA
01-May-25	43	12.5	0	12.5	1
01-May-25	44	245	0	250	0.98
01-May-25	45	240	0	250	0.96
01-May-25	46	240	0	250	0.96
01-May-25	47	235	0	250	0.94
01-May-25	48	240	0	250	0.96
01-May-25	49	250	0	250	1
01-May-25	50	250	0	250	1
01-May-25	51	250	0	250	1
01-May-25	52	0	0	0	NA
01-May-25	53	0	0	0	NA
01-May-25	54	0	0	0	NA
01-May-25	55	0	0	0	NA
01-May-25	56	0	0	0	NA
01-May-25	57	0	0	0	NA
01-May-25	58	0	0	0	NA
01-May-25	59	0	0	0	NA
01-May-25	60	0	0	0	NA
01-May-25	61	0	0	0	NA
01-May-25	62	0	0	0	NA
01-May-25	63	0	0	0	NA
01-May-25	64	0	0	0	NA
01-May-25	65	0	0	0	NA
01-May-25	66	0	0	0	NA
01-May-25	67	0	0	0	NA
01-May-25	68	0	0	0	NA
01-May-25	69	0	0	0	NA
01-May-25	70	0	0	0	NA
01-May-25	71	0	0	0	NA
01-May-25	72	0	0	0	NA
01-May-25	73	0	0	0	NA
01-May-25	74	0	0	0	NA
01-May-25	75	0	0	0	NA
01-May-25	76	0	0	0	NA
01-May-25	77	250	0	250	1
01-May-25	78	0	0	0	NA
01-May-25	79	0	0	0	NA
01-May-25	80	0	0	0	NA
01-May-25	81	0	230	250	0.92
01-May-25	82	0	235	250	0.94
01-May-25	83	0	235	250	0.94
01-May-25	84	0	230	250	0.92

01-May-25	85	0	200	250	0.8
01-May-25	86	0	190	250	0.76
01-May-25	87	0	185	250	0.74
01-May-25	88	0	0	0	NA
01-May-25	89	0	0	0	NA
01-May-25	90	0	0	0	NA
01-May-25	91	0	0	0	NA
01-May-25	92	0	0	0	NA
01-May-25	93	0	0	0	NA
01-May-25	94	0	0	0	NA
01-May-25	95	0	0	0	NA
01-May-25	96	0	0	0	NA
Total		**3905**	**3295**	**8025**	29.7
		NO OF BLOCK IN COLUMN Z IS NOT ZERO			34
		SYSTEM AVAILABILITY			0.87

Note: For calculating the System Availability for day/month, schedule provided by Procure/SLDC to be considered. Shortfall in System Availability will be calculated as per below methodology. DSM / UI charges shall be treated separately as per applicable regulations and shall be paid by BESSD.

If DISCOM has scheduled for charging of BESS & discharge of BESS and BESSD has not charge & discharge the BESS according to schedule then TA will be calculated as TA= (X/Z)+(Y/Z) for that time block.

If DISCOM has not scheduled for charging of BESS & discharge of BESS then TA will be NA for that time block.

If DISCOM has not scheduled for charging of BESS and BESSD has taken charging power from grid then TA will be NA for that time block.

If DISCOM has not scheduled for discharge of BESS and BESSD has discharge power to the grid then TA will be NA for that time block.

If DISCOM has scheduled for charging of BESS & discharge of BESS and BESSD has charge & discharge the BESS near to zero or zero then TA will be treated as Zero for that time block.

i is the i^{th} Timeblock in the day.

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

From the above table, Day's System Availability = 0.87

Similarly, the System availability shall be calculated for for Monthly, 2880 time-blocks (96*30) in a Month (30 Days in a month considered in above), excluding time-blocks where Grid is unavailable or in case of Force Majeure.

Assuming the following parameters:

a. Total Contract Capacity = 250z MW, **C**
b. Quoted monthly Capacity charges = 5 lakhs/MW/month, **D**
c. Annual system availability (as per procedure above) is calculated to be 0.87, **B**
d. n = 12

Liquidated Damages on account of shortage in annual system Availability, as calculated from formula provided in Clause 9:

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

= (0.95-0.87) x 250 x 5 x 12 x 2

= 2400 lakhs

b. **System Efficiency**

The present illustration is for calculating the Daily System Efficiency as demonstration only. The same methodology shall be used for calculation of monthly system efficiency as per Clause 9.

System Efficiency $= \frac{\text{Total of Column (Y)}}{\text{Total of Column (X)}} = \frac{3295}{3905} =$ 0.8437 ~ 0.84 (rounded off to 2 decimal places).

Assuming:

a. monthly System Efficiency = 0.84,

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

Liquidated Damages is calculated @ APPC tariff for excess loss of energy considering expected System Efficiency to be 85%

Excess conversion losses = (0.85-0.84)* Total Drawl from the grid in the month (i.e. Charging Energy)

Liquidated Damages for the month= Rs. 0.01x 41.1 x APPC tariff for e.g. Rs. 2)

= Rs. 0.822 Millions

= Rs. 8.22 lakhs

Annexure - E

PROJECT LOCATION DETAILS

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

Sr. Nos.	NAME OF DISCOM	NAME OF SUB-STATION	EVACUATION CAPACITY	District in Haryana
1	DHBVNL	33 kV Substation, Juglan, Hisar	2.5 MW/ 5 MWh	Hisar
2	DHBVNL	33 kV Substation, Khera, Bhiwani	2.5 MW/ 5 MWh	Bhiwani
3	UHBVNL	33 kV Substation, Sector 29, Part-II, Panipat	2.5 MW/ 5 MWh	Panipat
4	UHBVNL	33 kV Substation, Old Complex, Jhajjar	2.5 MW/ 5 MWh	Jhajjar

NOTES:

1. For 33 kV bay maximum capacity can be integrated up to 25 MW & for 11 kV bay maximum capacity can be integrated up to 5 MW.
2. Prospective Bidders can contact and visit site during 10 AM to 7 PM on or before Pre-bid on their own.
3. 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 DISCOM corporate office. DISCOM will not be bound to any clarifications/information/data considered by prospective Bidders for tendering purpose which are not issued by DISCOM corporate office.
4. 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.

5. Preparation of 'Soil Investigation Reports' of all locations shall be in the scope of BESSD.
6. Preparation of 'GA drawings' and "SLD" of all locations shall be in the scope of BESSD.
7. DHBVNL reserves the right to change the project locations within the jurisdiction of DISCOMs.

Annexure - F

FORMAT FOR COMMISSIONING OF BESS & OTHER DETAILS

1. Commissioning procedure of BESS to be followed by BESSD,
2. Commissioning checklist,
3. Synchronization declaration to be submitted by BESSD,
4. Declaration of System Particulars by BESSD,
5. Sample for part/ full commissioning certification.
6. Communication parameters required by SLDC,
7. Fire safety wall for protection (As requested by BESSD-for reference),
8. DISCOM substation LAYOUT

   Above formats shall be provided during execution of the project.

FORM FIN -1

(Net Worth/Current Assets/Current liabilities Details)

As per balance sheet.

NAME OF THE BIDDER:

ADDRESS OF THE BIDDER:

A)

Description	**Amount**
Paid up Equity Share Capital	
Add: Reserves (Not being the revaluation reserve)	
Subtract: Intangible Assets	
Subtract: Miscellaneous Expenditure to the extent not written off and carry forward losses.	
Balance	

B)

Description	**Year_ (Rupees)**	**Year_ (Rupees)**	**Year_ (Rupees)**
Current Assets			
Current liability			

Note: The above information should be as per latest audited balance sheet.

Signatures of the Authorized signatory
(Name of the signatory)
Rubber stamp of the firm/Company

Form FIN-2

Financial Resources (Certified by CA)

Description	Amount (Sanctioned Value certified by the banks)	Amount (Un-utilized value certified by the banks)
Overdraft limits		
Cash Credit Limits		
Letter of Credit		
Bill Discounting		
Trade Credit		
Working Capital Loan		
Total (A)		

OR

Bank Balance	
Total (A)	

Description	Amount
20% of the current commitments as indicated in Form Fin-3 (B)	

Description	Amount
Liquidity available for this bid (A-B) (Should be equal to or more than 20% of the Estimated cost of the bid)	

Note:

a) The bidder shall produce a certificate from the bank(s) which should be valid on the date of bid submission giving amount of sanctioned limits which should not be more than one month old from the date of submission of bid along with certification by the banks that the mentioned credit facilities are unencumbered.

b) The certificate should be issued by the banks unconditionally and on the following Performa:

Sr. no.	Description	Detail of all securities against which the limit has been sanctioned	Sanctioned amount	Amount (Un-utilised value certified by the banks)
Overdraft limits				
Cash Credit Limits				
Letter of Credit				
Bill Discounting				
Trade Credit				
Working Capital Loan				
Total (A)				

1. It is certified that the above mentioned credit facilities are unencumbered.
2. It is certified that the above mentioned credit facilities are not sanctioned against the same securities.

In addition to the above, the bidder shall also submit the declaration on indemnity bond that he has sufficient funds to executive the work/ bid and the above facilities are unencumbered and should be available with him throughout the term/ currency of the contract.

a) The bidder shall produce a certificate from the bank certifying the bank balance of the bidder (including amount of fixed deposits if any). Such certificate should not be more than one month old on the date of submission of bid.
b) The certificate issued by the Banks for the working capital limits showing the complete detail of all the securities against which the limits has been sanctioned. If the facilities have been sanctioned against the same securities then the higher value amongst the facilities shall be considered.
c) In case of sub limit of one another or are used interchangeable then the unutilized value will be considered. For Example Say:-
    i) In case of cash credit limit is a sub limit of Bank Guarantee then the unutilized value of cash credit limit will be considered to evaluate the liquid assets of the Firm.
    ii) In case Bank Guarantee limit is the sub limit of cash credit limit then the full sanctioned value of cash credit limit will be considered.
d) In case liquidity available for this bid (A-B) is less than the liquidity requirement, the financial bid will not be opened.
e) No other credential will be considered to evaluate the LA except mentioned in the Form FIN-02 above.
f) Any wrong declaration/ wrong submission / tempering / violation, If detected/ found at any point of time shall be the sole responsibility of the bidder. The bidder shall be liable for any penalty/ damages for any loss of the Nigam as a result of such wrong declaration / bogus documents/ tempered documents including blacklisting/ debarring for three years or any other punishment as decided by the Nigam.

Form FIN-3: Current Contract Commitments

FORM FIN – 3

(**Current Commitments**) **(Certified by CA)**

Name of the Bidder

Address of the Bidder

Sr. No.	Description	Amount (Un-executed value of the Contracts)
1.		
2.		
3		
Total		

Note:-

a) Use further similar size sheets, if required.

b) This certificate must be issued by the Chartered Accountant. Such certificate should be valid on the date of bid submission and should not be more than one month old from the date of submission of bid.