M.P. POWER MANAGEMENT COMPANY LIMITED

CIN: U40109MP2006SGC018637
(Wholly owned by Government of MP)
Regd. Office: Shakti Bhawan, Rampur, Jabalpur, MP – 482008
Regional Office: Prakash Parisar, E-4 Arera Colony, Bhopal, MP- 462016
Tel: 0751-2702404, Website: www.mppmcl.com, Email: bess@mppmcl.com

NIT No.05-01/ BESS/ 1383094 / 6315 Date: 04.07.2026

NOTICE INVITING TENDER

Chief General Manager (Commercial - Non-Conventional Energy) MP Power Management Company Limited, Bhopal, on behalf of Managing Director MPPMCL, hereby invites bid for the setting up of a 625MW/1250MWh (2 units of 250MW/500MWh and 1 unit of 125MW/250MWh) standalone Battery Energy Storage System in Madhya Pradesh through a competitive bidding process with viability gap funding support under "BOO" mode.

Interested parties may register themselves (if not already registered) on the ISN-ETS Portal by visiting the website **https://www.bharat-electronictender.com,** and the tender document will be available for downloading from 18:00 Hrs (IST):- 04.07.2026. Tender Search Code on ISN-ETS: MPPMCL-2026-TN000004

NIT No.	Cost of Bid Document	Bid Processing Fee	Bid Security/ EMD	Last of Receipt of Pre-bid queries	Date, Time & Venue of Pre-Bid Meeting	Due date for online submission of bid	Due date for hardcopy submission	Techno Commercial Bid Opening
05-01/BESS/ 1383094/ 6315	Rs.29,500/- (Indian Rupees Twenty-Nine Thousand Five Hundred Only) including GST	Rs 15 Lakhs (Indian Rupees Fifteen Lakhs Only) + 18% GST	2,20,000/ MW (Indian Rupees Two Lakh Twenty Thousand Only per Megawatt)	13th July 2026, till 10:00 Hrs	13th July 2026 at 12:00 Hours in MPPMCL RO, Bhopal	30th July 2026 Up to 15:00 Hours	03rd August 2026 Up to 15:00 Hours	04th August 2026 from 15:00 Hours Onwards

Prospective bidders are requested to remain updated for any notice's/corrigendum/ amendment/ clarification etc. to the tender document through the website **https://www.bharat-electronictender.com** and /or **www.mppmcl.com**. No separate notification will be issued in the print media or sent individually.

Chief General Manager (Commercial - Non-Conventional Energy), MP Power Management Company Limited, reserves the right to accept or reject any or all offers.

Gurdeep Singh Khanooja
Digitally signed by Gurdeep Singh Khanooja
Date: 2026.07.04 13:45:55 +05'30'

Chief General Manager (C-NCE)
Regional Office, MPPMCL, Bhopal

REQUEST FOR SELECTION (RfS)

FOR

SETTING UP OF 625MW/1250MWh (2 UNITS OF 250MW/500MWh AND 1 UNIT OF 125MW/250MWh) STANDALONE BATTERY ENERGY STORAGE SYSTEMS IN MADHYA PRADESH THROUGH COMPETITIVE BIDDING PROCESS WITH VIABILITY GAP FUNDING SUPPORT UNDER "BOO" MODE

RfS No. 05-01/ BESS/ 1383094 / 6315
Tender Search Code on ISN-ETS: MPPMCL-2026-TN000004
Date: 04.07.2026

Issued By:
M.P. Power Management Company Limited
(Wholly owned by Government of Madhya Pradesh)
CIN: U40109MP2006SGC018637
Registered. Office: Shakti Bhawan, Rampur, Jabalpur (M.P.) 482008
Regional Office: Prakash Parisar, Opposite Bhojpur Club, E-4, Arera Colony, Bhopal (M.P.) 462016
Website: www.mppmcl.com
Email: bess@mppmcl.com

DISCLAIMER

Though adequate care has been taken while preparing the Bid Documents including but not limited RfS or Battery Energy Storage Purchase Agreement (BESPA) or any other information/ details, 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 MP Power Management Company Limited (MPPMCL) immediately prior to the date mentioned in RfS. If no intimation is received from any bidder on or before the defined date in the RfS, it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s). The Bid Document is neither an agreement nor an offer by MPPMCL to the Bidder(s) or any other person. The purpose of the Bid Document is to provide the Bidder(s) with information that may be useful to them in the preparation and submission of their Bid(s).

The Bid Document includes statements which reflect various assumptions and assessments arrived at by MPPMCL and its advisors for the purchase of battery energy storage solution. Such assumptions, assessments and statements do not purport to contain all the information that the Bidder(s) may require. The information contained in the Bid Document may not be appropriate for all persons and it is not possible for MPPMCL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each person who reads the Bid Document. The assumptions, assessments, statements and information contained in the Bid Document may not be complete, accurate, adequate or correct. Each Bidder should therefore conduct its own necessary due diligence including but not limited to investigations, survey, assessment, techno-economic feasibility study, analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in the RfS document.

The information provided in the Bid Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of the law. MPPMCL, its employees and advisors accept no responsibility for the accuracy or otherwise for any interpretation or opinion on laws expressed in the Bid Document. The Bidders are required to verify the legal status and statement of law at their end before participating in the bidding process.

MPPMCL, its employees & advisors make no representation or warranty and shall have no liability to any Person, including any Bidder/s, under any law, statute, rules or regulations or tort or otherwise for any loss, damage, cost or expense which may arise from or that may be incurred or suffered on account of anything contained in the Bid Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bid Document and any assessment, assumption, statement or information contained in the Bid Document or deemed to form part of the Bid Document or arising in any way.

MPPMCL, its employees & advisors also accept no liability of any nature, whether resulting from negligence or otherwise, however caused arising from reliance of any Bidder(s) upon the content of the Bid Document.

It shall be deemed that by submitting a Bid, each Bidder(s) agrees and releases MPPMCL & its employees, agents and advisors, irrevocably, unconditionally, fully and finally from any and all liability for any claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations under the Bid Document and/or in connection with the Bid Process, to the fullest extent permitted by applicable law and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in the future.

MPPMCL may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment, statement or assumptions contained in the Bid Document. The issue of the Bid Document does not imply that MPPMCL is bound to qualify any Bidder or to award the Project to any Bidder. MPPMCL reserves all the right to reject all or any of the Bids without assigning any reasons whatsoever.

The statements and explanations contained in this Bid Document and any other document are intended to provide an understanding to the Bidder(s) about the subject matter of this Bid Document and should not be construed or interpreted as limiting in any way or manner the obligations of the Successful Bidder(s) that will be set out in the BESPA or MPPMCL's right to amend, alter, change, supplement or clarify the Projects' scope or the terms of this Bid Document. Consequently, any omissions, conflicts or contradictions in the Bid Document (including this RfS, BESPA and Corrigendum/Amendments) shall be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by MPPMCL.

The Bidder(s) shall bear their own costs associated with or relating to the preparation and submission of their Bid, including copying, postage, delivery charges and expenses associated with any demonstrations or presentations which may be required by MPPMCL, or any other costs incurred in connection with or relating to their Bid/s. All such costs and expenses will be borne by Bidder/s, and MPPMCL, its employees and advisors shall not be liable in any manner whatsoever for such costs and expenses, regardless of the conduct or outcome of the Bid Process.

MPPMCL may, at its own discretion, modify, amend, supplement, suspend, postpone, withdraw or annul the tender process at any stage without assigning any reason thereof and the bidders, by participating in the tender process, agree to the same and undertake not to raise any objection in this regard.

In case of any discrepancy in the documents uploaded on the websites of MPPMCL and ISN-ETS, the documents uploaded on the ISN-ETS website will prevail.

Place: Bhopal **Dated: 04**/07/2026

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BID INFORMATION SHEET

<table>
<tr><td>A.</td><td>Name of Work/ Brief Scope of Work/ Job</td><td>Selection of Battery Energy Storage System Developers for Setting up of 625MW/1250MWh (2 Units of 250MW/500MWh and 1 Unit of 125MW/250MWh) Battery Energy Storage Systems for 2 Cycle per day in Madhya Pradesh for “on Demand” usage under Tariff-based Competitive Bidding.
The Projects will be set up under “BOO” model.</td></tr>
<tr><td>B.</td><td>RfS No. & Date</td><td>05-01/ BESS/ 1383094 / 6315
04.07.2026</td></tr>
<tr><td>C.</td><td>Type of Bidding System</td><td><table><tr><td>Single Stage - Single Envelope System</td><td></td></tr><tr><td>Single Stage- Two Envelope System</td><td>Yes</td></tr></table></td></tr>
<tr><td>D.</td><td>Type of RFS/ Tender</td><td><table><tr><td>E-Tender</td><td>Yes</td></tr><tr><td>Manual</td><td></td></tr></table></td></tr>
<tr><td>E.</td><td>Completion/ Contract period</td><td>As mentioned in Bid Document</td></tr>
<tr><td>F.</td><td>Document Fee (non-refundable)</td><td><table><tr><td>Applicable</td><td>Yes</td></tr><tr><td>Non-Applicable</td><td></td></tr></table>Amount: INR 29,500/- (Indian Rupees Twenty-Nine Thousand Five Hundred Only) including GST to be submitted through NEFT/ RTGS transfer in the account of MPPMCL, along with the response to Bid.
Bank details are provided under clause 14 of this RfS.</td></tr>
<tr><td>G.</td><td>Bid Processing Fee</td><td><table><tr><td>Applicable</td><td>Yes</td></tr></table></td></tr>
</table>

		<table><tr><td>Non-Applicable</td><td></td></tr></table> INR 15,00,000/- (Indian Rupees Fifteen Lakhs Only) plus GST for the response to RfS, shall be submitted mandatorily through NEFT / RTGS transfer in the account of MPPMCL, along with the response to RfS. Bank details are provided under clause 14 of this RfS.
H.	**Earnest Money Deposit (EMD)**	<table><tr><td>Applicable</td><td>Yes</td></tr><tr><td>Non-Applicable</td><td></td></tr></table> Amount of INR 2,20,000/MW (Indian Rupees Two Lakhs Twenty Thousand Only per Megawatt) shall be submitted in the form as specified under clause 18 of RfS. .
I.	**Performance Bank Guarantee (PBG)**	<table><tr><td>Applicable</td><td>Yes</td></tr><tr><td>Non-Applicable</td><td></td></tr></table> Bidders selected by MPPMCL based on this RfS shall submit Performance Bank Guarantee (PBG)/Insurance Surety Bond for a value of INR 11,00,000 /MW (Indian Rupees Eleven Lakhs Only per Megawatt) to be submitted prior to signing of BESPA in the form as specified under clause 19 of RfS.
J.	**Date, Time & Venue of Pre-Bid Meeting**	Scheduled as per NIT on ISN-ETS portal and/or MPPMCL website.
K.	**Offline & Online Bid-Submission Deadline**	As per NIT on ISN-ETS portal
L.	**Techno-Commercial Bid Opening**	As per NIT on ISN-ETS portal
M.	**e-Reverse Auction (e-RA)**	Will be informed to Eligible Bidders.

		Date and time of e-RA shall be intimated through email.
N.	**Contact Details of ISN-ETS Portal**	M/s Electronic Tender.com (India) Pvt. Ltd. Gurugram Contact Person: ISN-ETS Support Team Customer Support: +91-124-4229071,4229072 (From 10:00 Hrs to 18:00 Hrs on all working Days i.e. Monday to Friday except Govt. Holidays) Email: support@isn-ets.com
O.	**Name, Designation, Address and other details** **(For Submission of Response to RfS)**	Dr. Gurdeep Singh Khanooja Chief General Manager (Commercial – Non-Conventional Energy) Phone: - +91 9425303958 MPPMCL, RO, Opposite Bhojpur Club, E-4, Arera Colony, Bhopal (M.P.) 462016 Email: bess@mppmcl.com
P.	**Details of persons to be contacted in case of any assistance required**	Mr. Dhiraj Kumar Muniya Additional Chief General Manager (Commercial – Non-Conventional Energy) Phone: - +91 9425805880 MPPMCL, RO, Opposite Bhojpur Club, E-4, Arera Colony, Bhopal (M.P.) 462016 Email: bess@mppmcl.com

I. 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.

II. Bidders are required to quote strictly as per terms and conditions of the RfS and not to stipulate any deviations/ exceptions.

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

IV. 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 Bid Document through the websites https://www.bharat-electronictender.com and https://www.mppmcl.com. No separate notifications will be issued for such notices/ amendments/ clarifications, etc., in the print media or individually. Intimation regarding notification on the above shall be updated on https://www.mppmcl.com, and the details will be available only from https://www.bharat-electronictender.com.

SECTION 1: INTRODUCTION & INVITATION FOR BIDS

1. Background & Introduction

1.1 The M.P. Power Management Company Limited (MPPMCL), on behalf of the three Discoms viz Madhya Pradesh Madhya Kshetra Vidyut Vitaran Company Ltd, Madhya Pradesh Poorv Kshetra Vidyut Vitaran Company Ltd and Madhya Pradesh Paschim Kshetra Vidyut Vitaran Company Ltd. which are engaged in the distribution of electricity in their respective distribution area, in accordance with the "Management and Corporate Functions Agreement" executed on 05th June 2012, is authorized to procure power for the requirements of these Discoms.

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

1.3 Going forward, the planning process for transition to a greener energy mix in the country as well as in the State of Madhya Pradesh would entail integrating the planned renewable capacity into grid while ensuring its safety and reliability. Apart from Pumped Hydro Storage Plants, Battery Energy Storage Systems (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 resource adequacy. Besides, Energy Storage Systems also have the potential to enable better utilization of transmission network and reducing network infrastructure footprint.

1.4 MPPMCL 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, MPPMCL hereby wishes to invite proposals for setting up Standalone Battery Energy Storage Systems (BESS) connected with the STU (State Transmission Utility) Network, for an aggregated storage capacity of 1250 MWh (625MW/1250 MWh) with complete 2 cycles charging/discharging operation of BESS having 2 Units of 250MW/500MWh and 1 Unit of 125MW/250MWh respectively. The interconnection substations for respective units have been identified by MPPMCL through MPPTCL which is enclosed under Annexure - E; however, the responsibility for identification, acquisition and readiness of suitable land parcels in proximity to these substations for setting up the BESS shall rest with the Successful Bidder. MPPMCL for respective units shall enter into a Battery Energy Storage Purchase Agreement (BESPA) with the Successful Bidder selected based on this RfS, for providing Energy Storage facility to MPPMCL as per the terms, conditions and provisions of the RfS and BESPA.

1.5 Not used

1.6 Battery Energy Storage System Developer(s) (hereinafter referred to as BESSD(s)) shall set up the BESS on Build Own and Operate (BOO) mode in accordance with the provisions of this RfS document and BESPA.

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 MPPMCL for any liability if Bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff. MPPMCL does not, however, give a representation on the availability of fiscal incentive and submission of bid by the Bidder shall be independent.

1.8 **Guidelines:** This RfS document and BESPA 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 10th March 2022 & subsequent amendments & clarifications issued thereto and Guidelines for Viability Gap Funding (VGF) Scheme for development of Battery Energy Storage Systems (BESS) supported through Power System Development Fund (PSDF) dated 09th June 2025 issued by Ministry of Power & subsequent amendment & clarifications issued thereto until the bid submission deadline for this RfS.

1.9 **Viability Gap Funding:** Projects selected under this RfS shall be eligible for grant of Financial Assistance in the form of VGF to be released as per the provisions contained in this RfS. The VGF support has been earmarked for a cumulative BESS capacity for Madhya Pradesh of 1250 MWh to the tune of Rs 18,00,000/MWh.

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 MPPMCL and the Bidders / BESSDs shall be governed by the RfS document and the BESPA signed between MPPMCL and 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. Ltd. to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidder to get themselves registered at the aforesaid portal, for which they are required to contact M/s Electronic Tender.com (India) Pvt. Ltd., New Delhi, to complete the registration formalities. Contact details of ISN-ETS are mentioned on the Bid Information Sheet. All required documents and formalities for registering on ISN-ETS are mentioned in the subsequent Bid Document.

They may obtain further information regarding this RfS from the regional office of MPPMCL at the address given on the Bid Information Sheet from 10:00 hours to 18:00 hours on all working days by taking prior appointment.

For proper uploading of the bids on the ISN-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 ISN-ETS portal directly as and when required, for which contact details are also mentioned on the Bid Information Sheet. MPPMCL 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.bharatelectronictender.com) and as indicated in the Bid Information Sheet.

2.4 Bidder shall submit bid proposal along with non-refundable Document Fees, Bid Processing Fees and Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Bid proposals received without the stipulated 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. It is mandatory to download official copy of the RfS Document from ISN-ETS bidding 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 bidding Portal website. The same may also be uploaded on MPPMCL's website. However, in case of any discrepancy, the information available ISN-ETS website shall prevail.

2.5 MPPMCL shall conduct e-Reverse Auction (e-RA) as per the provisions of the Bid Document.

2.6 MPPMCL 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 on or before the execution of BESPA.

2.7 MPPMCL has issued this RfS in the capacity of "Procurer" as defined in the 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 10th March 2022 under Section II Clause 16. MPPMCL may develop a suitable monitoring mechanism to analyze the

performance of the Project and carry out random checks to verify compliance of quality standards.

2.8 Interpretations

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

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

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

2.8.4 Different parts of this contract are to be taken as mutually explanatory and supplementary to each other, and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.

2.8.5 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 on demand basis for charging/discharging to MPPMCL on the identified substations as mentioned in Annexure-E.

3.2 Setting up of BESS and interconnection of the BESS with the network of State Transmission Utility (STU), i.e., Madhya Pradesh Power Transmission Company Limited (MPPTCL) at the identified substations for the respective capacities as mentioned in Annexure-E will be under the scope of the Battery Energy Storage System Developer (BESSD). This RfS is technology agnostic on the nature of the battery storage system being opted by the BESSD, as long as it meets the definition of BESS under this RfS and the required performance criteria under the RfS and BESPA.

3.3 The BESSD shall charge the BESS by drawing power from MPPMCL through the interconnection point at STU and inject power back into the network of STU in accordance with the dispatch instructions issued by SLDC in consultation with MPPMCL. MPPMCL will provide required power for charging at no additional cost to the BESSD upto the limits specified and conditions mentioned in RfS & BESPA.

4. Total capacity offered and Project sizing

4.1 Selection of BESS Projects for a capacity of 625MW/1250MWh will be carried out through e-bidding followed by e-Reverse Auction process. The minimum bid size shall be 125MW/250MWh i.e 125 MW x 2 hours, as provided in Annexure-E.

4.2 For each 250 MW/500 MWh BESS project, the Successful Bidder shall be responsible for identification and acquisition of suitable land parcels, with an indicative requirement of up to 15 Acres; and for each 125 MW/250 MWh BESS project, an indicative requirement of up to 7.5 Acres, at appropriate locations in proximity to the substations mentioned in Annexure-E. No land shall be allotted by MPPMCL for this purpose.

4.3 Project Developers shall be selected based on overall lowest quote for respective location. In this context, the term "Project" used anywhere in the RfS and BESPA will solely mean the BESS capacity at identified substation, set up by the BESSD to make available the capacity as agreed to in the BESPA.

4.4 For a specified Contracted Capacity of substation, 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.

4.5 Not used.

5. Maximum Eligibility for 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 625 MW/1250 MWh shall be set up with interconnection at the identified substation locations, as mentioned 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 either one project or multiple projects out of total capacity of 625 MW/1250 MWh in the prescribed formats.

5.2 Land shall not be provided by MPPMCL. The responsibility for identification, acquisition/lease, and requisite approvals of suitable land parcels shall rest entirely with the Successful Bidder.

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

5.4 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 625 MW/1250MWh shall be located in the proximity of Identified Substations of the STU network as per information mentioned in **Annexure-E**, in the State of Madhya Pradesh, and BESSD shall conduct its own due diligence of the substations. Land identification and acquisition for the Projects shall be the responsibility of the Successful Bidder.

6.2. The responsibility for identification, acquisition/lease, and possession of suitable land parcels rests entirely with the BESSD.

6.3.(a) The General Arrangement (GA) layouts and Single Line Diagrams (SLD) of the identified substations are enclosed as part of Annexure-E, indicating the interconnection arrangement with the STU system. No land within the substation premises shall be provided by MPPMCL/MPPTCL.

(b) The BESSD shall ensure that O&M activities of the substations are not hindered.

(c)The BESSD shall comply with the Technical Parameters of BESS, BESS Characterization and Performance Parameters as mentioned in Annexure-F.

7. Connectivity with the Grid

7.1. The Project should be designed for interconnection with the network of STU in accordance with the prevailing MPERC Regulations. For interconnection with the grid and metering, the BESSD shall abide by all rules and regulations framed under the Electricity Act 2003, including the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity, and other Regulations/Procedures (as amended from time to time) issued by Appropriate Commission and Central Electricity Authority (CEA). BESSD shall also comply with the requirements of relevant authority regarding charging and synchronization.

7.2. Project shall be interconnected to the MPPTCL substations as per **Annexure-E** in Madhya Pradesh. Necessary applications for grant of connectivity will be required to be made by the BESSD. All the requisite costs associated with obtaining connectivity shall be borne by the BESSD.

***Important Notes:**

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

ii. Bidders must make note of the information pertaining to the space availability for the construction of Bay at the Sub Station.

iii. It is to inform that, the cost of bay will be borne by BESSD.

7.3. The maintenance of transmission system up to the interconnection point shall be responsibility of the BESSD, to be undertaken entirely at its own cost and expense. The entire cost of construction of infrastructure from the Project up to and including at the Interconnection Point, including but not limited to the transmission line, maintenance, losses, SLDC/Scheduling charges, and other charges & all cost up to the Interconnection Point/ Delivery Point shall be borne by the BESSD. The SLDC/ Scheduling charges and other charges payable beyond the Interconnection Point/ Delivery Point shall be borne by MPPMCL. 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 MPPMCL.

All expenses, including wheeling charges and losses in relation to the transmission and distribution beyond the Interconnection Point/ Delivery Point, shall be borne by MPPMCL. Applicability of the charges and losses on charging and discharging power shall be governed as per the regulations prevailing from time to time.

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

7.5. The BESSD shall comply with MPERC 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 MPPMCL. 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.

7.6. In order to remove potential discrepancies and ambiguities, the BESSDs are hereby instructed that, as part of scheduling of power to/from the Project, they will be required to punch in their respective schedules and subsequent revisions, by themselves, at the interfaces of the SLDC concerned for the corridor of power flow, including the MPPMCL, as per the regulations in force. The BESSD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices.

7.7. DSM penalties, if any, shall be levied separately on the BESSD as applicable, at their end for the discharging and charging activities.

7.8. Reactive power charges shall be on account of the BESSD as per MPERC regulations.

7.9. The BESSD shall be required to follow the applicable Procedure for Grant of Connectivity as issued by MPERC as well as other Regulations issued by MPERC/CEA as amended from time to time. The BESSDs will be required to apply for connectivity at the identified substations within 30 days of signing of BESPA and shall furnish copies of the application as well as granted connectivity to MPPMCL at the earliest. At least 30 days prior to the proposed commissioning date, the BESSD shall be required to submit the Connectivity Agreement signed with the MPPTCL.

7.10. It is hereby clarified that the BESS should be designed to provide a minimum of 2 Hours of discharging capacity at rated power with 2 cycles per day. However, MPPMCL, at its sole discretion, can schedule the discharging of the BESS in multiple sessions (more than 2 hours) each day during each cycle, when discharged below rated power.

Illustration:

Sessions for Discharging	Project Capacity of 250 MW/500 MWh	Project Capacity of 125 MW/250 MWh
I	250 MW for 2 Hours	125 MW for 2 Hours
II	125 MW for 4 Hours	62.5 MW for 4 Hours
III	250 MW for 1 Hour and 125 MW for 2 Hours	125 MW for 1 Hour and 62.5 MW for 2 Hours

8. Performance Criteria of the Project

8.1. Project performance parameters

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

b) For example, for the feasible substation capacity of 250 MW or 125 MW, Project Capacity / Contracted Capacity should be 250 MW or 125 MW. The BESPA shall entitle the off-taker to schedule discharge up to 500 MWh or 250 MWh of energy from the BESS in each cycle, subject to the following:

i. MPPMCL 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 50 MW/100 MWh, assuming an RtE of 85%, MPPMCLs shall supply charging power to the tune of 117.7 MWh, to expect a discharge of 100 MWh. The charging shall be provided in accordance with the dispatchable capacity for the relevant year, including the quoted RtE. However, MPPMCL can schedule the charging of BESS in multiple sessions (more than 2 hours).

Sessions for Charging	Project Capacity 250 MW/500 MWh	Project Capacity 125 MW/250 MWh
I	250 MW for 2 hours and 88.24 MW for 1 hour	125 MWh for 2 hours and 44.12 MW for 1 hour
II	125 MW for 4 hours and 44.12 MW for 2 Hours	62.50 MW for 4 hours and 22.06 MW for 2 hours
III	Or combination of above two	Or combination of above two

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 clause 8.1.e. iv.

iii. Contract capacity shall be the project capacity at delivery point. MPPMCL shall provide the charging energy factoring the quoted RtE.

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

d) The Energy rating of 250 MW or 125 MW 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-take by MPPMCL:

i. The procurement shall be in power (MW) terms. The BESSD shall install, operate and maintain the BESS to offer facility to MPPMCL 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 MPPMCL. Amount of such liquidated damages shall be twice the Capacity Charges for the capacity not made available.

ii. Availability of the Project shall mean the ability of the BESS to execute a function, i.e., charging or discharging, when called upon to do so, as per the schedule provided by the off-taker, subject to the minimum system ratings specified herein. In addition, the BESSD shall also demonstrate, on annual basis, 100% of the minimum dispatchable Capacity of the BESS as required under Clause 8.1.e. iv. below.

For a given BESPA, the Annual availability guarantee shall commence from project Commissioning and shall be calculated as below:

Annual/Monthly System Availability = Mean of the System availabilities of all time blocks during the Year/Month in which the Procurer has scheduled power for charging/discharging the BESS.

where,

$$System\ Availability = \frac{Actual\ Injection\ or\ Drawl\ MUi\ (A)}{Scheduled\ Inejction\ or\ Drawl\ MUi(B)}$$

where,

- i refers to the ith time-block in the Month where Scheduled Injection/Drawl MUi≠ 0.
- Actual Drawl MUi is the Energy Scheduled for Charging/Discharging in the ith time-block, in MUs.
- Scheduled Drawl MUi is the Energy Scheduled for Charging/Discharging in the ith time-block, in MUs.
- A and B shall be as per the DSM/UI Reports published by the SLDC /Regional RPCs or measurement at the Main ABT Meter at the Point of Interconnection.

System Annual availability shall be calculated as per above. The liquidated damages for system availability below 95% shall be settled on monthly basis and if it is not able to settle in the same/ current month, it will be carried forward for settlement in subsequent month(s).

If the Annual un-availability of 5% is already reached during part of a year, the Monthly Capacity Charges will be paid only after deducting the Penalty for Availability.

System Monthly & Annual availability shall be calculated as per above

iii. The BESSD shall guarantee AC to AC roundtrip efficiency (RtE) of system on monthly basis. The BESSD shall be liable for Liquidated Damages to the off-taker, if any, on account of excess conversion losses, based on the following conditions:

1. For RtE <70%, liquidated damages shall be levied @ APPC tariff of previous financial year of the MPPMCL/MP Discoms of excess conversion losses considering system RtE = 85% and tariff payment for the corresponding month shall not be made to the BESSD;

2. For 70% ≤ RtE < 85%, liquidated damages shall be levied @ APPC tariff of previous financial year of the Discoms of excess conversion losses considering system RtE = 85%, shall be deducted from the tariff payment for the corresponding month;

3. For RtE > 85%, incentive shall be payable @ Rs. 0.50 per unit of excess discharge of energy considering system RtE = 85%

$$System\ Roundtrip\ Efficiency = \frac{Sum\ Total\ of\ Actul\ Injection\ or\ Discharging\ MUsj\ in\ a\ month\ (C)}{Sum\ Total\ of\ Actual\ Drawl\ or\ Charging\ MUsj\ in\ a\ month\ (D)}$$

where,

- j refers to the j*th* month in a year;
- $D \neq 0$;
- $D <= ((2 \times Ebess \times (MD_{n-1} - (MD_{n-1} - MD_n) \times j/12) \times (\text{Number of days in the } j^{th} \text{ month}))/1000)/ RtE_g$;
- Ebess refers to Energy Rating specified in **Clause 8.1.d**. above;
- MD_{n-1} refers to minimum guaranteed dispatchable energy at the end of the previous year (as a % of Capacity at the COD specified in **Clause 8.1.e. iv.** below);
- MD_n refers to minimum guaranteed dispatchable energy at the end of the current year;
- RtE_g refers to the guaranteed Round-Trip Efficiency under the BESPA;

C and D shall be as per the DSM/UI Reports/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 8.1.a & 8.1.b** above.
- The BESSD shall take separate, metered connection for the Auxiliary Power load of BESS.

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

Year	**Min. Dispatchable Capacity at the end of Year (as a % of Capacity at the Beginning of Life/Final COD)**
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%

v. The project capacity at the respective locations shall be achievable during discharge for the full range of environmental conditions at the project site when the battery is fully charged at the time of COD. Minimum dispatchable capacity should not be less than the limits mentioned above.

For example, during the 3rd Year after COD, the energy scheduled for discharge from 125 MW capacity shall be more than or equal to 125 x 92.50% x 2 = 231.25 MWh.

vi. SLDC, in consultation with MPPMCL, shall, in accordance with Applicable Laws and Regulations thereunder, issue instructions to the BESSD on behalf of MPPMCL 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. However, the same shall not be more than 30 minutes.

vii. Operational Window: Operational Window shall mean the expected hours/duration of system (capacity) availability on each day during the term of the Contract, excluding:

1. Maximum BESS recovery time as specified in this document
2. Grid Outages (duly certified to this effect by the Grid Operator)
3. Planned Maintenance Outage duly informed by the BESSD to the Procurer 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.
4. BESSD will have to comply with the Charging and Discharging Schedule as intimated by SLDC.

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

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

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 applicable regulations of MPERC 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 confirm to all the applicable regulations of MPERC and CEA Standards for connectivity, metering, communication with the grid operators, etc.

8.2. Shortfall in meeting Performance Criteria

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

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 MPPMCL.

Liquidated damages on account of shortfall in meeting the minimum Availability criteria as per **Clause 8.1.e.i** will be computed as follows:

$$Liquidated\ Damages = (A - B)X\ C\ X\ D\ X\ n\ X\ 2$$

where,

- A is Guaranteed Annual Availability as per Clause 8.1.e.i. above;
- B is Actual Annual System Availability, as calculated as per Clause 8.1.e.ii above;
- C is BESS Power Capacity;
- D is Capacity Charges/MW/month as discovered through bidding process;
- n is the no. of months.

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

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

9. Commissioning of Projects

The Commissioning of the Project shall be carried out by the BESSD in line with the procedure as per the BESPA. The BESSD shall commission the Project in line with the provisions of the Madhya Pradesh Electricity Grid Code (Revision-III), 2024 {RG-14(III) of 2024}, as amended from time to time. In line with this regulation, the BESSD proposing the Project, or its part, for commissioning, shall give to MPPMCL preliminary notice not later than 90 days prior and advance notice not later than 30 days prior to the proposed commissioning date. MPPMCL may authorize any individual, committee, or organization to witness and validate the commissioning procedure on site. Commissioning certificates shall be issued by MPPMCL after successful commissioning. The BESSD shall obtain necessary safety clearances from the Central Electricity Authority/CEIG/STU prior to commissioning of the Project. commissioning/ part-commissioning of the Project will not be declared until the BESSD submits documents/ Lease Agreement to establish possession/ right to use of the required land, corresponding to full/ part capacity being commissioned, in the name of the BESSD for a period not less than the complete term of the BESPA, on or before the date of such full / part commissioning.

9.1 Part Commissioning

Part commissioning of the Project, without prejudice to the imposition of liquidated damages in terms of the BESPA, on part which is not commissioned, shall be accepted by MPPMCL subject to the condition that minimum part commissioning capacity for the 1st part will be 50% of the project capacity or 50 MW, 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 50 MW 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 21.b.** of the RfS.

9.2 Commencement of Supply Schedule and Penalty for Delay in Commencement of Supply

a. The Scheduled Commissioning Date (SCD) for Commissioning of the full capacity of the project shall be the date as on 18 months from the Effective Date of the BESPA (for e.g. if Effective Date of the BESPA is 01.09.2026, then SCSD shall be 01.03.2028).

b. The maximum time period allowed for commencement of supply of power from the full Project Capacity with applicable penalty shall be limited to the date as on 9 months from the SCSD or the extended SCSD (if applicable)

c. In case of delay in commencement of supply of power beyond the SCSD until the date as per **Clause 9.2.b**. above, as part of the penalty, the total PBG/Insurance Surety Bond amount for the Project shall be encashed on per-day-basis and proportionate to the Contracted Capacity that has not commenced supply of power. For example, in case of a Project of 250 MW capacity, if commencement of power supply from 100 MW capacity is delayed by 18 days beyond the SCSD, then the penalty shall be calculated as: PBG/Insurance Surety Bond amount X (100/250) X (18/270). For the purpose of calculations of penalty, '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 MPPMCL. The BESSD shall intimate to MPPMCL its chosen alternative out of the two options, within 10 business days of intimation of the liquidated damages to the BESSD, as calculated by MPPMCL. In case no response is received from the BESSD until the lapse of the above deadline, MPPMCL may encash the PBG/Insurance Surety bond for the amount as per the liquidated damages.

e. In case the Developer chooses to make necessary payments in lieu of the liquidated damages, the said payment shall be credited to MPPMCL's account through NEFT/RTGS 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 MPPMCL on the next business day.

f. In case Commissioning of the Project is delayed beyond the date as per Clause 9.2.b above, the BESPA capacity shall stand reduced/amended to the Project/Contracted Capacity commissioned, the PBG/Insurance Surety Bond will be encashed by MPPMCL for the balance un-commissioned capacity, and the BESPA for the Project shall stand terminated for the balance un-commissioned capacity.

g. 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 9.2.d & f. above will have no bearing on the obligation of the BESSD to provide the Project/Contracted Capacity as per the BESPA.

h. Not used.

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

i. The BESSD has complied with the complete application formalities as per Clause 7.9 above,

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

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

The above shall be treated as delays beyond the control of the BESSD and SCD for such Projects shall be revised as the date as on 30 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of the Grid Access. For avoidance of doubt, readiness of the Delivery Point shall mean only the STU substation and associated evacuation infrastructure and shall not cover the BESSD's own project site/land readiness. The decision on requisite extension on account of the above factor shall be taken by MPPMCL.

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

Further, in case of delay in Project commissioning on account of reasons solely attributable to the BESSD, resulting in any liquidated damages/penalty levied on the MPPMCL, such damages/penalty shall be passed on to and payable by the BESSD.

11. Early Commissioning

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

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

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

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

12. Viability Gap Funding Mechanism

a) In line with the VGF scheme, issued by the Ministry of Power dated 09.06.2025 and its subsequent amendments, Projects selected under this RfS will be eligible for grant of Viability Gap Funding (VGF) support by the Government for development of BESS, and the same will be disbursed through MPPMCL.

b) Under this RfS, the VGF amount eligible for Developer shall be limited to the amount calculated at INR 18,00,000/MWh (Rupees Eighteen Lakhs per MWh). For example, for a Project Capacity of 250 MW / 500 MWh, the maximum VGF amount to be sanctioned for the corresponding Project will be Rs. 90 Crores and for a Project Capacity of 125 MW / 250 MWh, the maximum VGF amount to be sanctioned for the corresponding Project will be Rs. 45 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.

c) VGF will be sanctioned to be project-based on Project Capacity as defined in the respective BESPA.

d) For each Project, disbursement of VGF will be carried out in 3 tranches, as follows:

Total Project Capacity 625 MW/1250MWh		
Disbursement of VGF	**% of total VGF sanctioned**	**VGF sanctioned (Rs Crore)**
On Financial Closure, subject to submission of Bank Guarantee to MPPMCL	20	45
Upon achieving Commercial Operation Date (COD) of the Project	50	112.50
Upon completion of 1st year after COD	30	67.50
Total	100%	225

e) The VGF shall be disbursed to MPPMCL once MPPMCL certifies the achievement of the disbursement schedule milestone and submission of the required Bank Guarantee (BG)/Insurance Surety Bond (ISB) of the value equal to VGF by BESSD. MPPMCL shall disburse the tranche-wise VGF to BESSD only after receipt of the same from the Govt. of India and Submission of BG/ISB by BESSD as per Clause 12.f.

f) Bank Guarantee/ISB: The 1st tranche of VGF will be disbursed only after submission of BG for 100% of the total VGF amount for 1st tranche to MPPMCL by the BESSD. This BG is in addition to the Performance Bank Guarantee provided by the developer as per clause 19 of this RfS. Upon achieving COD of the Project, the 2nd tranche of VGF shall be released. Further, upon completion of 1st year of COD, the 3rd tranche of VGF shall be released. The eligible developer shall be required to obtain a BG for the 1st tranche & BG/ISB for the remaining 2 tranches of the value equal to the VGF to be disbursed, prior to its release to the developer, as specified in the RfS. This BG/ISB shall be liable for encashment to recover the VGF amount in the event of non-fulfilment of the scheme conditions specified in the RfS. The BG/ISB for VGF sanctioned up to COD shall be released within one year of COD.

g) If the BESSD fails to commission the project in the timeline provided in the BESPA, and project got terminated after disbursement of the quantum of VGF, MPPMCL will have full right to recover the total amount of VGF being disbursed till the date of termination of BESPA, as existing on the date of disbursement, accrued from the date of disbursement on the disbursed amount. In case Project capacity is being reduced, recovery of VGF amount shall be made on pro-rata basis corresponding to the capacity being terminated.

h) MPPMCL will have the right to recover the VGF disbursed through encashment of BG/ISB as provided, if the BESPA gets terminated within one year after COD of the Project, on account of reasons solely attributable to the BESSD. Irrespective of the year of termination within the one year after COD, the VGF amount to be recovered will be

fixed as the amount disbursed until COD, 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/ISB 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/ISB by new entity. However, this will be subject to prior approval of sanctioning authority of Grants-in-Aid {Rule230(9)}, in view of the asset being acquired substantially out of Government Grants.

SECTION 3: STANDARD CONDITIONS OF CONTRACT

13. Obtaining RfS Documents

Interested bidders have to download the official copy of Bid Document 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.

14. Bid Processing Fees

Bidders interested to participate in the bidding process are required to submit their proposal in response to this RfS document along with a non-refundable Document Fee and Bid 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. Document Fee 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 MPPMCL are provided below:

GST No: 23AAECM7649C1ZL
PAN: AAECM7649C
Name of Bank: State Bank of India
A/c Name: M.P. Power Management Co. Ltd.
Bank A/c No: 30062572610
IFSC Code: SBIN0007934
Branch: Nayagaon, Rampur, Jabalpur (MP)

Upon making the necessary payments, the Bidder(s) shall immediately write to MPPMCL (mailing to bess@mppmcl.com), providing the payment details along with name and registered address of the Bidder (with GSTIN of the paying entity), Bids submitted without Document Fee, Bid Processing Fee and Bank Guarantee /Insurance Surety Bond against EMD (including partial submission of any one of the respective amounts), may be liable for rejection by MPPMCL.

MSEs (Micro and Small Enterprises) having valid UDYAM registration as on the last date of bid submission only are exempted from submission of Document Fees, Bid Processing Fee & Earnest Money Deposit (EMD). For a Consortium to be eligible for exemption from submission of Document Fees, Bid Processing Fee & Earnest Money Deposit, all the members of the Consortium shall be registered as MSE.

15. Project Scope & Technology Selection

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

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

16. Not used.

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

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

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

b. Not Used.

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

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

e. Necessary approval(s) of CEIG.

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

The BESSD shall be required to follow the applicable rules regarding project registration with the State Nodal Agency in line with the provisions of the applicable policies/regulations of Madhya Pradesh 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.

18. Bank Guarantees / Insurance Surety Bonds/Payment on Order Instruments / Letters Of Undertaking towards Earnest Money Deposit (EMD)

a. Earnest Money Deposit (EMD) of INR [2,20,000] / MW (Rupees Two Lakh Twenty Thousand Only per MW) per Project in the form of Bank Guarantee/Insurance Surety Bond according to Format 7.3A/D/F and valid for 12 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes.

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

The EMD shall be valid as per the timelines stipulated above. Shortfall in the EMD validity shall be acceptable only in the following cases:

i. If bidder has submitted the EMD with validity as per original bid submission date

or

ii. as per any revised submission date and if the deadline for submission of bids has been extended further, the EMD shall be acceptable provided, the EMD is valid for more than two months from the actual date of bid submission and the Bidder submits the EMD extension for the requisite period within seven days from the date of actual bid submission, if required.

c. MPPMCL 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 MPPMCL in terms of the guarantee as in the case of appropriation of the cash deposit lying with MPPMCL.

d. Forfeiture of EMD

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

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

ii. In case, MPPMCL offers to execute the BESPA with the Selected Bidder and Selected Bidder does not submit the requisite documents if required or does not execute the BESPA within the stipulated time period;

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

iv. If the bidder fails to furnish required PBG/Insurance Surety Bond in accordance with Clause 19 of the RfS.

e. **Payment on Order Instrument (POI):** As an alternative to submission of EMD as above, the Bidder also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Energy Development agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by MPPMCL within the provisions of RfS/BESPA. This instrument would have to be furnished as per Format 7.3D of the RfS, within the timelines as per Clause18.a above, for the amount and validity period as per those Clause 18.a above.

f. **Insurance Surety Bond:**

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

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

iii. All expenditure towards execution of Bank Guarantees/ Insurance Surety Bond such as stamp duty etc. shall be borne by the Bidders. Any Bank Guarantee or amendment to be submitted as part of the bidding process, shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS to IDFC First Bank, with the following bank details:
The bank details of MPPMCL are provided below:
GST No: 23AAECM7649C1ZL
PAN: AAECM7649C
Name of Bank: State Bank of India
A/c Name: M.P. Power Management Co. Ltd.
Bank A/c No: 30062572610
IFSC Code: SBIN0007934
Branch: Nayagaon, Rampur, Jabalpur (MP)

19. Performance Bank Guarantee (PBG)/ Payment on Order Instrument (POI)/Issuance of Insurance Surety Bond

a. Bidder selected by MPPMCL based on this RfS shall submit Performance Bank Guarantee (PBG) for a value @ INR 11,00,000 /MW (Indian Rupees Eleven Lakhs

Only per MW) separately for each project, prior to signing of BESPA. It may be noted that successful Bidder shall submit the PBG according to the Format 7.3B/7.3C /7.3 G with a validity period up to (& including) the date as on 12 months after the SCSD of the Project. On receipt and after successful verification of the total PBG in the acceptable form, the BG/POI/Insurance surety bond submitted towards EMD shall be returned by MPPMCL to the successful Bidder. It may be noted that BESPA will be signed only upon successful verification of the PBG/POI /Insurance surety bond submitted by the BESSD. Electronic Bank Guarantee (e-BG) is also acceptable against PBG under this RfS. Prior to signing of BESPA, in case of any shortfall in validity of the PBG, the same will be acceptable, subject to the condition that the PBG validity is enhanced by the BESSD prior to expiry of validity of the PBG.

b. All Performance Bank Guarantees (PBGs)/PoI/Insurance surety Bond shall be submitted separately for each Project i.e. for

i. 250 MW/500 MWh - 220/132 kV Birsinghpur (Pali) Substation

ii. 250 MW/500 MWh - 400/220 kV Bina Substation

iii. 125 MW/250 MWh - 220/132 kV Sendhwa Substation

Note: The PBGs are required to be submitted in the name of the entity signing the BESPA. In case of BESPA being eventually signed with the SPV incorporated/utilized by the Successful Bidder, the PBG may be submitted in the name of the Successful Bidder within the above prescribed deadline, if the bidder chooses to do so, and the same shall be replaced by the PBG issued in the name of the SPV, prior to signing of BESPA.

c. The BESSD shall furnish the PBG from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI). In case of the Project being implemented through an SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in Clause 38.c of the RfS

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

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

f. The selected Bidder based on this RfS is required to sign BESPA with MPPMCL within the timeline as stipulated in Clause 21 of the RfS. In case, MPPMCL offers to execute the BESPA with the Selected Bidder and if the Selected Bidder does not submit the documents if required, 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 MPPMCL from the Bank Guarantee available with MPPMCL (i.e. EMD or PBG) as liquidated damages not amounting to penalty, the selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect.

g. The Bank Guarantees have to be executed on non-judicial stamp paper of appropriate value as per Stamp Act applicable in Madhya Pradesh.

h. 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 State Bank of India, Bank IFSC: SBIN0007934, Client Name: M.P. Power Management Co. Ltd and a confirmation in this regard is received by MPPMCL". Message Type: IFN760COV is to be used by the issuing bank.

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

j. After the bidding process is over, MPPMCL shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 15 days of issuance of LoA. The PBG shall be returned to the BESSD within 45 days from the COD of the Project, after taking into account any liquidated damages due to delays in commissioning as per Clause 9 and 10 of the RfS.

k. Payment on Order Instrument (POI): As an alternative to submission of PBG as above, the BESSD also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the PBG would be liable to be encashed by MPPMCL within the provisions of RfS/BESPA. This instrument would have to be furnished as per Format 7.3.C of the RfS, within the timelines as per Clause 19.a above, for the amount and validity period as per those Clause 19.a above. In case the BESSD chooses to submit POI, delay in submission of the POI beyond the timeline stipulated at Clause 19.a above, will be applicable in this case too.

l. Insurance Surety Bond (Surety Bond)

i. As another alternative to submission of PBG as above, the BESSD also has an option to submit Insurance Surety Bond from an Insurer as per the guidelines issued by the Insurance Regulatory and Development Authority of India (IRDAI). The Insurance Surety Bond issuing organization undertakes to pay in all scenarios under which the PBG would be liable to be encashed by MPPMCL within the provisions of RfS/BESPA. This instrument would be furnished as per Format 7.3D of the RfS, within the timelines as per Clause 19 a above, for the amount and validity period as per Clause 19 a above. In case the BESSD chooses to submit Insurance Surety Bond, delay in submission of the Insurance Surety Bond beyond the timeline stipulated at Clause 19 a above, will be applicable in this case too.

ii. The term "Performance Bank Guarantee (PBG)" occurring in the RfS shall be read as "Performance Bank Guarantee (PBG) / Insurance Surety Bond".

20. Not Used.

21. Battery Energy Storage Purchase Agreement (BESPA)

a. MPPMCL shall enter into Battery Energy Storage Purchase Agreement (BESPA) with Bidders for each project selected based on this RfS. A copy of standard BESPA to be executed between MPPMCL and the BESSD is available on ISN-ETS bidding Portal and also on MPPMCL website. The BESPA signing date will be intimated by MPPMCL subsequent to issuance of LoA which shall be as per Clause 44 of RFS, which may be extended by MPPMCL. Subsequent extension in this timeline shall be intimated by MPPMCL. Subject to provisions of the RFS, the MPPMCL shall approach MPERC for adoption of tariffs discovered and quantum of capacity / electricity to be procured, within 30 (thirty) days of issuance of LoA(s) to the successful bidder(s).

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

c. Not Used

d. The PBG as per Clause 19 above, shall be submitted by the BESSD prior to signing of BESPA. Before signing of BESPA between MPPMCL and the BESSDs, MPPMCL 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.

e. Successful bidders will have to submit the required documents to MPPMCL within 25 days from the issue of LOA. In case of delay in submission of documents beyond the 25 days as mentioned above, MPPMCL 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.

f. Not used.

g. 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, MPPMCL 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.

h. Not used.

i. In addition to the above, subsequent to signing of BESPA, the BESSD shall be required to submit the monthly Project status on 5th day of every calendar month as per the format provided subsequent to signing of BESPA

j. The BESSDs are free to operate their projects after expiry of the BESPA term if other conditions such as land lease etc., permit. However, any extension of BESPA period beyond the term of the BESPA may be extended mutually for a period upto 3 years at a 50% of the BESPA Tariff which shall be intimated by MPPMCL subject to approval of MPERC. Provided the Minimum Dispatchable Energy after 10 years is more than 75% of the Contracted Capacity and the Year to year capacity degradation remains less than 2.5% after the twelve year period with RtE remaining more than 85 % provided that the arrangements with the land and infrastructure owning agencies, the relevant transmission utilities and system operators permit operation of the Project beyond the initial period of 12 years.

22. Financial Closure or Project Financing Arrangements

a. The Projects shall achieve Financial Closure within the date as on 06 months after the Effective Date of the BESPA (for e.g. if Effective Date is 01.09.2026, the above deadline will be 31.03.2027).

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

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

d. In case of default in achieving above condition as may be applicable within the stipulated time, MPPMCL shall be entitled to encash PBG/Insurance Surety Bond

and shall remove the Project, 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 BESSSD, 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, MPPMCL 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. MPPMCL may encash the PBG/Insurance Surety Bond 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 MPPMCL. Interest on account of delay in deposition of the abovementioned 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.

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

23. Land Arrangements for the Project

a. Land identification, acquisition/lease, and possession shall be the sole responsibility of the BESSD in line with Clause 6 of the RfS. MPPMCL shall have no role in provision or grant of land.

b. The BESSD shall arrange suitable land parcels in proximity to the identified substations for setting up the Project, at its own cost and risk, in accordance with applicable laws and regulations.

c. Not used.

d. With respect to demonstration of land possession by the BESSD, commissioning of the Projects will not be allowed until the BESSD demonstrates valid possession

of the required land in terms of the Clause 6 & 7 of the RfS. In case of delays in demonstrating land possession by the BESSD on account of Government-related delays (including but not limited to delay in land use pattern change, relaxation under respective State land ceiling Acts, or land lease permission from State Government/Authorities) or delay caused due to a Force Majeure event as per BESPA, the SCD shall be suitably extended.

e. After completion of the term of the BESPA, the BESSD shall be responsible for returning, restoring, or otherwise dealing with the project land strictly in accordance with the lease/ownership arrangements executed by it at the time of acquisition. MPPMCL shall have no liability with respect to land handover or restoration.

f. In case the BESSD does not vacate the acquired/leased land parcels and/or does not uninstall the entire project equipment upon expiry/termination of the BESPA, any charges, penalties, or liabilities shall be governed by the lease/ownership agreements executed by the BESSD with the respective landowner/authority, and MPPMCL shall have no liability in this regard.

24. 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 CEIG/ CEA prior to commissioning of the Project. The 12-year tenure of BESPA shall be as per the provisions of BESPA.

25. Modifications in Controlling Shareholding

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

b. 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:

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

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

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

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

v. Transfer of shares to IEPF.

vi. Issue of Bonus Shares.

c. In case of Project being executed through SPVs, the Selected 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 Commercial Operation Date (COD). In the event the selected 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 Commercial Operation Date (COD).

d. In case of the successful Bidder itself executing the BESPA, it shall ensure that its promotors shall not cede control (Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors) of the Bidding Company/ Consortium until the COD.

e. 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 until COD.

f. Any change in the shareholding after the COD can be undertaken under intimation to MPPMCL.

g. 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 MPPMCL.

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

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

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

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

In the event any Member of the Bidding Consortium (other than Lead Member) is a foreign entity, it may submit Board Resolutions in place of Power of Attorney for

the purpose of fulfilling the requirements under this clause. Provided that such Board Resolutions shall be supported by an unqualified opinion issued by the legal counsel of such foreign entity stating that the Board Resolutions are in compliance with the applicable laws of the respective jurisdictions of the issuing Company and the authorizations granted therein are true and valid.

c. Bank Guarantee/Payment on Order Instrument (POI) /Insurance Surety Bond against Earnest Money Deposit (EMD) as **per Format 7.3 A/7.3 D/7.3 F**

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 MPPMCL. 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. (Not used)

l. 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.

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. MPPMCL 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.

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

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

27. Important Notes and Instructions to Bidders

a. 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.

b. The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted online will be verified before signing of BESPA in terms of Clause 21 of the RfS.

c. 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, MPPMCL reserves the right to reject such response to RfS and/or cancel the Letter of Award, if issued, and the Bank Guarantee/Insurance Surety Bond provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfS.

d. If the event specified at clause 27.c.is discovered after the Effective Date of BESPA, consequences specified in BESPA shall apply.

e. Response submitted by the Bidder shall become the property of the MPPMCL shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Clause 18 of the RfS.

f. All documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/ Addenda and BESPA) submitted online must be sealed & 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 MPPMCL whenever called for during the tenure of the BESPA.

g. The response to RfS shall be submitted as mentioned in Clause 26 of the RfS. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. However, MPPMCL reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.

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

i. 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.

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

k. Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, contains any deviation from the tender conditions, will be liable for rejection by MPPMCL.

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

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

n. 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 MPPMCL of the obligation of the Bidder to furnish the said data/ information unless the waiver is in writing.

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

p. All the financial transactions to be made with MPPMCL 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.

28. Non-Responsive Bid

The electronic response to RfS submitted by the bidder along with the documents submitted online to MPPMCL 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 Document Fees and/ or Bid Processing Fee as mentioned in the Bid Information Sheet.

b. Response to RfS not received by the due date and time of bid submission.

c. Non-submission of correct, valid and operative Pass-Phrases for both Technical and Financial Bid (Price Bid) Parts after the deadline of Bid Submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical Bid.

d. Any indication of tariff in any part of response to the RfS, other than in the financial bid.

e. 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.

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

a. The bidder has to submit original of following documents offline:

i. Bank Guarantee/Payment on Order Instrument (POI)/Insurance Surety Bond towards EMD as mentioned in the Bid Information Sheet (**as per Format 7.3A/7.3D/7.3 F**

ii. 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/Payment on Order (POI) /Insurance Surety Bond against EMD needs to be submitted in both online and offline modes. The bidders will be required to submit the bank guarantee, either in person or through post, at the office of MPPMCL 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 22.03.2026, the above deadline will expire at 18:00 hrs on 24.03.2026. In case of the above deadline being a holiday, the next working day in MPPMCL will be the deadline for submission of Bank Guarantees/Insurance Surety Bonds

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

The bidding envelope shall contain the following sticker:

RfS for Procurement of 625 MW/1250 MWh of Battery Energy Storage Systems in Madhya Pradesh through Competitive Bidding	
Cumulative Capacity of the project applied for	*____ MW / ____ MWh*
Name of the substations for which Bidder submitting Bid in the order of preference	
RfS Reference No.	05-01/ BESS/ 1383094 / 6315

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	<Address> Tel No. Website: E-mail:

b. 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/ Payment on Order (POI)/Insurance Surety Bond for requisite amount offline within 2 working days from last date of bid submission, then the same shall be treated as incomplete bid and Document Fee, 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 must be sealed & 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.
b) All attachments elaborated in **Clause 26** of the RfS, under the sub-clause I: Attachments, with proper file names.
c) All supporting documents regarding meeting the eligibility criteria.
d) Scanned Copies of NEFT/RTGS details towards Cost of RfS Document and Bid Processing Fee as mentioned in Bid Information Sheet.

e) Scanned Copies of requisite amount of Bank Guarantee/ **Payment on Order (POI)/Insurance Surety Bond** 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. <u>Financial Bid (Second Envelope)</u>

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 total capacity quoted, 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 bidding Portal within the bid submission deadlines and fails to submit the offline documents in the office of MPPMCL within the bid submission deadlines, the online bid of the Bidder shall not be opened and shall be 'archived' on the ISN-ETS bidding portal. Similarly, bids submitted offline but without any online submission on ISN-ETS bidding 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 inclusive of all taxes and shall be exclusive of GST (for offering storage service). GST levied on the storage service being provided by the Project, if any, shall be passed through to the MPPMCL.

30. Notice Board for Display

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

__MW / __MWh STU – Connected Battery Energy Storage System Project

Owned and Operated by

_____ (insert name of BESSD)

[Under RfS for Procurement of 625 MW/1250 MWh Projects of Battery Energy Storage Systems in Madhya Pradesh through competitive bidding process with viability gap funding by M.P. Power Management Company Limited (MPPMCL)]

Village ……., Tehsil …….., District ……State ……..

31. Validity of the Response RfS

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

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

33. Clarification/ Pre-Bid Meeting/Enquiries/Amendments

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

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

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

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

34. Right of MPPMCL to Reject a Bid

MPPMCL reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability. In the event of the tender being cancelled prior to opening of bids, the processing fee (excluding GST, if amount credited to MPPMCL's account), without any interests, shall be returned to the respective Bidders.
Note: In the event of opening of bids, bid processing fee will not be refunded.

35. 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. MPPMCL 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 MPPMCL 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.

SECTION 4. QUALIFICATION REQUIRMENTS FOR BIDDERS

36. General Eligibility Criteria

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

36.1. 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 amenÞd from time to time

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

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

In case the foreign company participating as a member of consortium, Clause 36.7 of the RfS shall be applicable.

36.4. In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 7/10/2021-PPD(1) dated 23.02.2023 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS:

- **i.** Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (as defined in the OM as referred above).
- **ii.** Any Bidder (including an Indian Bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to participate in this RfS only if the Bidder is registered with the Competent Authority under the referred OM.

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

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

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

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

c. An entity substantially controlled through entities incorporated, established or registered in such a country; or

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

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

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

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

i. "Beneficial owner" for the purposes of Clause 36.4.iv.d. above will be as defined in the referred OM, including subsequent amendments and clarifications thereto.

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

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

36.5. Proprietorship, Partnerships, Trust, NGO and Limited Liability Partnership (LLPs) are also not eligible for participation on an individual basis or as a part of consortium

36.6. 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 at least 51% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of BESPA.

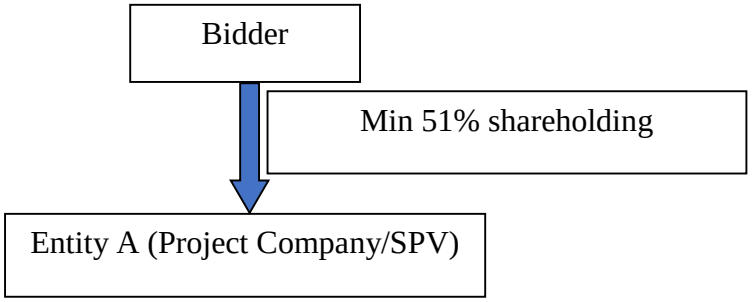
36.7. Any consortium, if selected as Successful Bidder for the purpose of supply of power to MPPMCL, shall incorporate a Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of BESPA with MPPMCL, i.e. the Project Company incorporated shall have the same share holding 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 until 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 MPPMCL, subject to the condition that, the management control remains within the same group of companies.

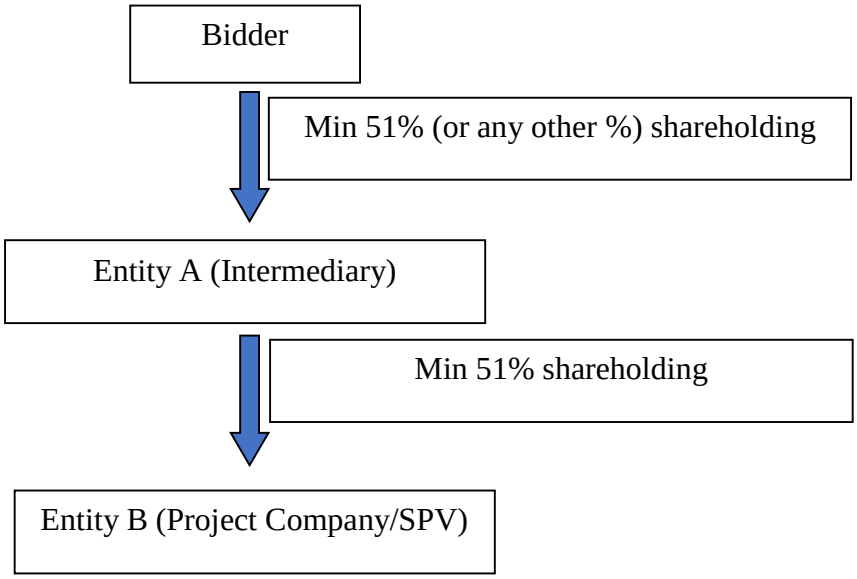
36.8. The Bidder or any of its Affiliates should not be a willful defaulter to any lender. Further, the Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors should not have been barred or included in the blacklist by any government agency or authority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

36.9. For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 36.3 and 36.5 above should be an immediate subsidiary of the bidder, without any intermediaries involved. The following illustrations are provided to clarify the same:

Scenario 1:



Scenario 2:



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

36.10. For the limited purpose of meeting the technical and financial eligibility criteria in the tenders, in addition to using credentials of the Affiliates having more than 50% shareholding in the bidding company, the bidders may also use credentials of those Affiliates who do not control more than 50% of the bidding company, subject to the following:

a. The qualification criteria parameters will be met proportionately to the equity contribution of the entity whose credentials are being used to meet the requirement. For example, in case of Net Worth requirement being Rs. 100 Cr., and the strength of an Affiliate is used which owns 30% of the

total shareholding in the bidder, the said Affiliate should be able to meet upto Rs. 30 Cr. of the Net Worth.

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

37. Technical Eligibility Criteria

a. 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. Further, the BESSD shall ensure that refurbished battery cells are not used in the project and the application software of the Energy Management System (EMS) of the BESS shall be developed indigenously within India. 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.

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

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

d. The project shall have minimum local content of 20% of the total project cost in line with the MoP, GoI letter dated 24th December 2025. Same shall be demonstrated and ascertained by MPPMCL.

38. Financial Eligibility Criteria

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

i. The Net Worth of the Bidder shall be equal to or greater than INR 44,00,000/MW (Indian Rupees Forty Four Lakhs Only per MW) as on the last date of previous Financial Year, i.e. FY 2024-25 or as on the day at least 7 days prior to the bid submission deadline. For. eg., for a cumulative capacity of 625 MW project capacity, the minimum Net Worth requirement to be demonstrated shall be Rs. 44 lakh x 625 MW. In this context, AUM shall mean the amount as certified by the Statutory Auditor of the AIF.

ii. The net-worth/value of AUM to be considered for the above purpose will be the cumulative net-worth of the Bidder/AIF or consortium members. Except in the case of AIFs, the Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the Net Worth criteria as per the RfS. In case of the Bidder being a Bidding Consortium, any Member may meet the above criteria on the basis of financial capability of its Affiliate(s).

In both cases, such Affiliates shall undertake to contribute the required equity funding and performance bank guarantees in case the bidder(s) fail to do so in accordance with the RfS.

iii. Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and AUM or investible funds to be considered under this clause will be calculated in accordance with applicable SEBI (AIF) Regulations.

b. Liquidity

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

i. A minimum annual turnover of INR 21,34,000 / MW (Indian Rupees Twenty One Lakhs Thirty Four Thousand / MW) of the quoted capacity during the previous financial year, 2024-25 or as on the day at least 7 days prior to the bid submission deadline. It is hereby clarified that "Other Income" as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover. For e.g, for a 625 MW project capacity, the minimum annual turnover requirement to be demonstrated shall be Rs. 21,34,000 x 625 = Rs. 1,33,37,50,000.

OR

ii. Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) excluding other and exceptional income for a minimum amount of INR 4,26,800 /MW (Indian Four Lakh Twenty Six Thousand Eight Hundred only/ MW) of the quoted capacity, as on the last date of previous financial year, 2024-25, or as on the day at least 7 days prior to the bid submission deadline.

OR

iii. In-principle sanction letter from the lending institutions/ banks of the Bidder, committing a Line of Credit for a minimum amount of INR 5,34,600 /MW (Indian Rupees Five Lakhs Thirty Four Thousand Six Hundred only/ MW) of the quoted capacity, towards meeting the working capital requirement of the project quoted under this RfS. Such letter can also be obtained by the Affiliate(s) of the Bidder.

c. 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 Clause 38.a. above. In case of the Bidder being a Bidding Consortium, any Member (except an AIF) may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to

submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and Performance Bank Guarantees/Insurance Surety Bond in case the Bidder(s) fail to do so in accordance with the RfS. In case of non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of BESPA.

d. 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.

e. 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, annual turnover and PBDIT certificate (as applicable) from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfillment of the criteria. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located, or provisional accounts as on the day at least 7 days prior to the bid submission deadline.

In case Final Audited Annual Accounts for the last financial year are not available, then MPPMCL 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.*

f. 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.

g. In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause 38.f. above.

h. In case the response to RfS is submitted by a Consortium, then the financial requirement (both the Net-Worth and Liquidity requirements) to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company. For example, if two companies A and B form a Consortium with equity participation in 70:30 ratio and submit their bid for a capacity of 500 MWh (250 MW x 2hrs), then, total Net-Worth to be met by the Consortium is Rs. 44 Lakh x 250 MW = Rs. 110 Crores. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs. 77 Crores and to be met by Consortium Member B would be Rs. 33 Crores.

i. 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:

  i. The qualification criteria parameters will be met proportionately to the equity contribution of the entity whose credentials are being used to meet the requirement. For example, in case of Net Worth requirement being Rs 100 Crore and the strength of an Affiliate is used which owns 30% of the total shareholding in the bidder, the said Affiliate should be able to meet upto Rs 30 Crore of the Net Worth.

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

SECTION 5. BID EVALUATION AND SELECTION OF PROJECTS

39. 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.

40. Techno-commercial Evaluation of Bidders (Step-1)

a. The first envelope (Technical Bid submitted online) of only those bidders will be opened by MPPMCL whose required documents as mentioned at Clause 29 of the RfS are received by MPPMCL. Bid opening (online) will be done only after the deadline for submission of Bank Guarantee/Insurance Surety Bond (if applicable) and/or NEFT/RTGS against Document Fee and Bid Processing Fee is received.
For e.g., if the bid submission deadline is 18:00 hrs on 31.07.2026, the online bid opening will be conducted on 02.08.2026. In case of the above deadline being a holiday, the bids will be opened on the next working day.

b. Subject to Clause 28 of the RfS, MPPMCL will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of bids, MPPMCL 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 MPPMCL within 07 (seven) days from the date of such intimation from MPPMCL. 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. MPPMCL shall not be responsible for rejection of any bid on account of the above.
The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per the RfS.

41. Financial Bid Evaluation (Step-2):

a. 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.

b. 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.

c. The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) in Indian Rupee per MW per month. 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 750.34/MW/Month, then it shall be considered as INR 750/MW/ Month).

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

e. The minimum number of qualified Bidders should be two. If the number of qualified bidders is less than two, even after three attempts of bidding, and the Procurer still wants to continue with the bidding process, the same may be done with the consent of the Appropriate Commission.

f. A ranking list will be prepared by listing the Tariffs quoted by each Eligible Bidder. Each entry in the ranking list will have a Tariff and an Eligible Bidder's name or the Eligible Bidder's pseudo identity.

g. The ranking list is prepared in order of the Tariff, as the first ranking criteria, and the Net Worth of the Bidder, as the second ranking criteria.

For the sake of clarity:

i. The lowest Tariff across all Eligible Bidders will be ranked the highest, i.e., Rank 1 and so on; and

ii. The second ranking criteria is used to break a tie resulting from the first ranking criteria (i.e., to decide inter-se ranking between two quotes at the same Tariff). A Bidder having a higher Net Worth is ranked higher.

iii. If 2 (two) quotes at the same Tariff for different Bidders and such Bidders have the same Net Worth, then the ranking will be determined through a draw of lots.

h. The lowest Tariff will be identified as the best quote (Best Quote). The Best Quote will be based on the ranking list prepared in accordance with above Clauses.

i. 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	Capacity	Preference
B1	₹ 210 (Tariff in ₹/ MW/Month)	L1	***500 MW***	***1,2,***
B2	₹ 220 (Tariff in ₹/ MW/Month)	L2	***125 MW***	***3***
B3	₹ 230 (Tariff in ₹/ MW/Month)	L3	***625 MW***	***3,2,1***
B4	₹ 230 (Tariff in ₹/ MW/Month)	L4	***375 MW***	***2,3***

B5	₹ 243 (Tariff in ₹/ MW/Month)	L5	***250 MW***	***1,2***
B6	₹ 260 (Tariff in ₹/ MW/Month)	L6	***125 MW***	***4***
B7	₹ 365 (Tariff in ₹/ MW/Month)	L7	***250 MW***	***2,1***
B8	₹ 469 (Tariff in ₹/ MW/Month)	L8	***625 MW***	***2,1,3***

j. Total Eligible Bidders for reverse auction shall be decided as per below:-

Assuming –

T = Total number of techno-commercially qualified bidders,

n = No. of bidders shortlisted for e-RA

In Case n > 3, then lowest ranked bidder (H1) shall be eliminated subject to tariff quoted by such bidder is higher than 5% to L1 bidder.

Note:- In case more than one bidder is ranked as H1 bidder (same tariff), then all such bidders will be eliminated at this stage.

The above elimination will take place subject to the condition that the total eligible bidders shortlisted for e-RA would be minimum 3 (three). In the contradictory scenario, no elimination will take place at this stage.

Bidder	**Submitted Financial Bid**	**Ranking**	**Capacity**	**Preference**	**% Difference (greater than Rank-1 Bid Value)**
B1	₹ 210 (Tariff in ₹/ MW/Month)	L1	***500 MW***	***1,2,***	**0**
B2	₹ 220 (Tariff in ₹/ MW/Month)	L2	***125 MW***	***3***	**5%**
B3	₹ 230 (Tariff in ₹/ MW/Month)	L3	***625 MW***	***3,2,1***	**10%**
B4	₹ 230 (Tariff in ₹/ MW/Month)	L4	***375 MW***	***2,3***	**10%**
B5	₹ 243 (Tariff in ₹/ MW/Month)	L5	***250 MW***	***1,2***	**16%**
B6	₹ 260 (Tariff in ₹/ MW/Month)	L6	***125 MW***	***4***	**24%**

B7	₹ 365 (Tariff in ₹/ MW/Month)	L7	***250 MW***	***2,1***	**74%**
B8	₹ 469 (Tariff in ₹/ MW/Month)	L8	***625 MW***	***2,1,3***	***123%***

k. Identification of Best Quotes

The lowest Tariff for the units will be identified as the best quote (Best Quote). The Best Quote will be based on the ranking list prepared in accordance with Clause 41. If an Eligible Bidder with the Best Quote is disqualified in accordance with the provisions of the RFP, then the next lowest Tariff shall be deemed to be the Best Quote.

Illustration of best quote as per the ranking list provided above:

Particulars	***Unit-1 (Birsinghpur - 250 MW)***	***Unit-2 (Bina -250 MW)***	***Unit-3 (Sendhwa-125 MW)***
Bidder Pseudo Identity	***B1***	***B1***	***B2***
Tariff (Rs/MW/Month)	***210***	***210***	***220***

l. Intimation of Date and Time of Reverse Auction

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 e-mail 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 41.j. above

Once the e-Reverse Auction window of the E-bidding Portal is configured, Eligible Bidders can log on to the E-bidding Portal and view salient aspects of the Reverse Auction window on the E-bidding Portal (e.g., Best Quote, minimum bid decrement value).

m. Reverse Auction Process (Step-3)

i. At the start of the Reverse Auction Process, the auction window of each Eligible Bidder will display the following information:

- the Best Quote, as identified in accordance with Clause 41.k. for each Unit. It is clarified that the Best Quote for each Unit will be displayed as the 'Start-Price' of that Unit; and
- separate input spaces for each Unit, in which the Eligible Bidder can enter its quotes for the respective Unit.

ii. During the Reverse Auction Process, as the Eligible Bidders submit their bids, the auction window of each Eligible Bidder will display the then prevailing lowest Tariff for each Unit.

iii. At any time during the Reverse Auction Process, an Eligible Bidder is permitted to:

- submit a bid (enter a rate lower than the prevailing lowest tariff/Best Quote) for any one Unit
- change the particular Unit(s) (i.e., Unit-1, Unit-2 or Unit-3 etc) in its next bid, subject to the condition that it can quote for only one Unit at a given point of time.
- The Eligible Bidder can exercise the options set out in Clause (iii) by leaving blank or erasing the pre-populated Tariff, as the case may be, from the input space provided in the auction window for the particular Unit that the Eligible Bidder does not wish to include in his next bid. However, in order for an Eligible Bidder to be able to exercise these options, the Eligible Bidder's quoted Tariff in the previous bid, for the Unit that it does not wish to include in its next bid, must not be the prevalent lowest Tariff for such Unit.

iv. During the Reverse Auction Process, the Eligible Bidder will be able to submit its bids for any one Unit, in any of the following ways:

- decrease the Tariff for the Unit for which it quoted in its preceding bid,
- retain the Tariff for the Unit for which it quoted in its preceding bid, while entering a Tariff for any Unit for which it had not entered a Tariff in its previous bid, provided that it's quote in the preceding bid is no longer the prevalent lowest tariff.

v. It is clarified that at an Eligible Bidder can enter a Tariff for any of the Units that was not included in its preceding bid only if such Tariff is lower than the then prevalent lowest Tariff for that Unit. It is further clarified that an Eligible Bidder can reduce a Tariff for any of the Units that was included in its preceding bid only if the reduced Tariff is lower than the then prevalent lowest Tariff for that Unit. It is further clarified that no upward revision of the last quoted Tariff will be allowed for any of the Units.

vi. From the commencement of the Reverse Auction Process until the last quoted Tariff/Charge for any Unit reaches a value which is 10% (ten percent) lower than the lowest Best Quote for such Unit (which will be referred to as the 'Reserve-Price' on the auction screen of the E-bidding Portal), the decrement value shall be a minimum of INR 1,000 (One Thousand) per MW/Month or multiples thereof. Once the lowest quoted tariff for any Unit reaches a value which is 10% (ten percent) lower than the lowest Best Quote of that Unit, then the minimum decrement value for such Unit shall automatically change to INR 100 (One Hundred) per MW or multiples thereof.

For illustration, if the Best Quote for Unit D is INR 1,50,000 per MW and the Best Quote for Unit E is INR 1,55,000 per MW, then an Eligible Bidder could submit its first bid during the Reverse Auction Process for Unit D of a

maximum value of INR 1,49,000 per MW, or any other lower value such as INR 1,48,000 per MW, INR 1,47,000 per MW etc. Similarly, an Eligible Bidder could submit its first bid during the Reverse Auction Process for Unit E of a maximum value of INR 1,54,000 per MW, or any other lower value such as INR 1,53,000 per MW, INR 1,52,000 per MW etc. However, once the last quoted value for any Unit reaches is 10% (ten percent) lower than the lowest Best Quote, then the minimum decrement value for Unit D and Unit E will automatically change to INR 100 per MW or any other lower value.

It is clarified that the maximum decrement value allowed at any time during the Reverse Auction Process shall be INR 99,000 (Ninety-Nine Thousand) per MW.

vii. The initial auction period will be of 1 (one) hour with a provision of auto extension by 10 (ten) minutes from the scheduled/extended closing time, if for at least one of the three Units, a Tariff lower than the prevalent lowest Tariff for that Unit is quoted by any Eligible Bidder in last 10 (ten) minutes of the reverse auction period or extended reverse auction period. If no such bid is received during the last 10 (ten) minutes of the reverse auction period or extended reverse auction period for a Unit, the Reverse Auction Process will end.

n. Selection of Successful Bidder

i. After the completion of e-Reverse Auction Process, the Eligible Bidder with the last lowest quoted Tariff for a Unit will be awarded such Unit subject to a condition that such lowest quoted tariff fall within the range of (and including) the lowest tariff (L1 tariff) + 5% of the L1 tariff across all units.

ii. If during of the Reverse Auction Process, no decrement observed from any of the Eligible Bidders for a Unit, the Eligible Bidder with the Best Quote for that Unit subject to a condition that such lowest quoted tariff fall within the range of (and including) the lowest tariff (L1 tariff) + 5% of the L1 tariff across all units, as identified in accordance with Clause 41.k, will be awarded that Unit

iii. The Tariff at which the Unit is awarded to the Eligible Bidder will be the Tariff applicable to the relevant Unit for the Term, as defined in the Power Purchase Agreement.

o. Other terms and conditions applicable to Reverse Auction Process

i. The Reverse Auction Process will be conducted by MPPMCL online and Bidders will participate in the Reverse Auction Process remotely from their respective locations. Bidders will be responsible to ensure uninterrupted and

adequate internet connectivity during the Reverse Auction Process. Bidders are also required to acquaint themselves with other terms and conditions provided on the E-bidding Portal.

ii. MPPMCL will not entertain or accept any request for extension of time during the Reverse Auction Process. Bidders are, therefore, requested to make all the necessary arrangements/ alternatives as may be required to ensure their successful participation in the Reverse Auction Process. Failure of power or loss of internet connectivity at the premises of Bidders during the Reverse Auction Process cannot be the cause for failure to participate in the Reverse Auction Process. MPPMCL shall not be responsible or liable for such eventualities.

iii. Bidders are advised to ensure that they are fully trained and aware of the manner in which the E-bidding Portal operates and also clarify all their doubts regarding issues such as refreshing of screen, auction rules etc.

iv. MPPMCL will not be liable to Bidders or any other party for any interruption or delay in access to the E-bidding Portal irrespective of the cause. In such cases, the decision of MPPMCL shall be binding on the Bidders.

v. Bidders should also note that:

1. Although auto extension time is 10 (ten) minutes, there is a time lag between the actual placing of the bid on the local computer of the Bidder and the refreshing of the data on to the server for the visibility to MPPMCL. Considering the processing time for data exchange and the possible network congestion, Bidders must avoid last minute submission of Tariff during the Reverse Auction Process.

2. Technical and other non-commercial queries (not impacting price) can only be routed to the MPPMCL contact personnel indicated in the RFS.

3. Order finalization and post order activities such as issue of LOA, signing of the BESPA etc. would be transacted directly between the Selected Bidder and MPPMCL.

4. LOA may be placed outside the E-bidding Portal and further processing of the LOA may also be outside the E-bidding Portal.

5. In case of any technical problem faced by the Bidders during the Bidding Process, Bidders are advised to contact the person(s) mentioned in Schedule 2.

6. Not used.

7. MPPMCL will not be responsible for any computer configuration/java related issues, software/hardware related issues, telephone line glitches and breakdown/slow speed in internet connection of computer at Bidder's end.

8. Bidders may note that it may not be possible to extend any help, during the Reverse Auction Process, over phone or in person in relation to rectification of personal computer / internet / java related issues and Bidder may lose the chance of participation in the auction.

p. Not used.

q. Not used.

42. Not used.

43. Not used.

44. Issuance of LOAs

a. At the end of the selection process, a Letter of Award (LOA) will be issued to the successful Bidder within 30 days of discovery of tariff in the competitive bidding process. In case of a Consortium being selected as the successful Bidder, the LOA shall be issued to the Lead Member of the Consortium.

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

c. In all cases, MPPMCL's decision regarding selection of Bidder through Reverse Auction or other- wise based on tariff or annulment of tender process shall be final and binding on all participating bidders.

d. In case of delay in signing of BESPA beyond 6 months from the date of issuance of LoAs, or any other extended date as mutually agreed between the Procurer and the successful bidders, the awarded capacity shall stand cancelled. Accordingly, the LoA issued to the Bidder shall stand cancelled, and the EMD submitted by such Bidder shall be returned by MPPMCL. In case of extension of the above BESPA signing date by mutual agreement, the minimum extension in the signing date shall be 3 months subsequent to the above deadline

e. BESPA to be signed between BESSD & MPPMCL within 30 days of issuance LOA.

SECTION 6. DEFINITIONS OF TERMS

45. Definition

a. "ACT" or "ELECTRICITY ACT, 2003" shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time.
b. "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.
c. "APPROPRIATE COMMISSION" shall mean as Madhya Pradesh Electricity Regulatory Commission (MPERC).
d. "AVAILABILITY" shall mean as defined in Clause 8 of the RfS.
e. "BATTERY ENERGY STORAGE SYSTEMS" or "BESS" shall mean the system(s)/projects utilizing methods and technologies such as electrochemical batteries (Lead Acid, Li-ion, solid state batteries, flow batteries, etc.), providing a facility that can store chemical energy and deliver the stored energy in the form of electricity, including ancillary facilities (grid support, for example). Such systems may be co-located with RE Generating Stations or may be operated on stand-alone basis.
f. "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 MPPMCL (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 MPPMCL.
g. "BATTERY ENERGY STORAGE PURCHASE AGREEMENT" or "BESPA" shall mean the agreement signed between the Selected Bidder/BESSD and MPPMCL for procurement of capacity from the BESS, as per the terms and conditions of the standard BESPA enclosed with this RfS.
h. "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 MPPMCL.
i. "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.
j. "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.
k. "BID CAPACITY" shall mean project capacity of the Battery Energy Storage System(s) as proposed by the Bidder.

l. "MPPMCL" shall mean MP Power Management Company Limited
m. "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.
n. "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.
o. "COMMERCIAL OPERATION DATE (COD)" shall mean the date as defined in Clause 24 of the RfS.
p. "CONTRACTED CAPACITY" shall mean the capacity in MW/MWh ("X" MW x 2hrs) contracted with MPPMCL for providing Energy storage facility for charging and discharging the system on "on-demand" basis, based on which the BESPA is executed with MPPMCL.
q. "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.
r. "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.
s. "CONTROLLING SHAREHOLDING" shall mean more than 50% of the voting rights and paid-up share capital in the Company/ Consortium.
t. "DAY" shall mean calendar day.
u. "EFFECTIVE DATE" shall mean the date as on 30th day from the date of issuance of Letter of Award (LOA) or in case of delay in signing of BESPA attributable to MPPMCL, the actual date of signing of BESPA, whichever is later, which shall be indicated in the BESPA executed by both the parties.
v. "EQUITY" shall mean Net Worth as defined in Companies Act, 2013.
w. "FINANCIAL CLOSURE" or "PROJECT FINANCING ARRANGEMENTS" means arrangement of necessary funds by the BESSD towards 100% Project Cost either by way of commitment of funds by the Company from its internal resources and/or tie-up of funds through a bank/ financial institution by way of sanction of a loan or letter agreeing to finance;
x. "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.

y. "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.

z. "INTER-CONNECTION POINT/ DELIVERY/ METERING POINT" shall mean a single point at the Substation of the STU network, at the voltage level of 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/ MPERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2014 as amended and revised from time to time.

aa. "Not used.

bb. "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).

cc. "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 upto Commercial Operation Date (COD) of the Project.

dd. "LETTER OF AWARD" or "LOA" shall mean the letter issued by MP power Management Company Limited (MPPMCL) to the selected Bidder for award of the Project.

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

ff. “LLC” shall mean Limited Liability Company.

gg. “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.

hh. “MONTH” shall mean calendar month.

ii. “NET-WORTH” shall mean the Net-Worth as defined section 4 of the Companies Act, 2013.

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

kk. “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. 66

ll. “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 intended to be developed and constructed for the purpose of supply of power to MPPMCL.

mm. “PROJECT CAPACITY” shall mean the maximum AC capacity at the delivery point that can be scheduled from the Project.

nn. “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 MPPMCL.

oo. “PROJECT LOCATION” shall mean the area identified by the Successful Bidder for setting up the Project, situated in proximity to the substations specified by MPPTCL in Annexure-E, within Madhya Pradesh, where the Project is being implemented.

pp. “POWER ON DEMAND” shall mean the requirement of MPPMCL to charge and discharge the BESS based on its requirements during the time of day, subject to provisions of the RfS and BESPA.

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

rr. “RfS” or “RfS DOCUMENT” or “BIDDING DOCUMENT(S)” or “TENDER DOOCUMENTS” shall mean the “Request for Selection” document issued by MPPMCL including standard Battery Energy Storage Purchase Agreement, along with subsequent clarifications and amendments thereof, vide RfS No. 05-01/ BESS/ 1383094 / 6315, dated 04.07.2026.

ss. Not Used

tt. “SCHEDULED COMMISSIONING DATE” or “SCD” shall be the date as indicated in Clause 9.2 of the RfS.

uu. “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.

vv. “STATE TRANSMISSION UTILITY” or “STU” shall mean MP Power Transmission Company Limited (MPPTCL).

ww. “TOE” shall mean Tender Opening Event.

xx. “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;

yy. “WEEK” shall mean calendar week

SECTION 7. SAMPLE FORMS & FORMATS FOR BID SUBMISSION

Format 7.1: COVERING LETTER

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

Ref. No. _____ Date: _____

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

_____

_____

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

To,
Dr. Gurdeep Singh Khanooja
Chief General Manager (Commercial – Non-Conventional Energy)
Phone: - +91 9425303958
MPPMCL, RO, Opposite Bhojpur Club, E-4, Arera Colony, Bhopal (M.P.) 462016
Email: bess@mppmcl.com

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 MPPMCL and 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 capacity of 625 MW / 1250 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**

1. We give our unconditional acceptance to the RfS, dated [Insert date in dd/mm/yyyy], standard BESPA documents attached thereto, issued by MPPMCL. In token of our acceptance to the RfS and BESPA documents along with the amendments and clarifications issued by MPPMCL, the same have been signed by us and enclosed with the response to RfS. We shall ensure that the BESPA is executed as per the provisions of the RfS and provisions of BESPA and shall be binding on us. Further, we confirm that the Project shall be commissioned within the deadline as per Clause 9 of the RfS.

2. Earnest Money Deposit (EMD):- (Please read Clause 18 carefully before filling) We have enclosed EMD of INR ……. (Insert Amount), in the form of Bank Guarantee/Insurance Surety Bond no… ..... [Insert bank guarantee number] dated [Insert date of bank guarantee] as per Format 7.3A/ 7.3D/7.3 F from …… [Insert name of bank providing bank guarantee] and valid up to… in terms of Clause No. 18 of this RfS. The total capacity of the BESS Project offered by us is ..... MW/… MWh. *[Insert cumulative capacity proposed]*. *(Strike off whichever is not applicable*).

3. We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee /Insurance Surety bond of the requisite value(s) towards PBG for the selected Projects, within due time as mentioned in Clauses 19 of this RfS on issue of LOA by MPPMCL for the selected Projects and/or we are not able to sign BESPA with MPPMCL within the timeline as stipulated in the RfS for the selected Projects, MPPMCL shall have the right to take action as per provisions 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 MPPMCL 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 MPPMCL 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 MPPMCL, 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 MPPMCL.

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

11. We confirm that all the terms and conditions of our Bid are valid up to _____ (Insert date in dd/mm/yyyy) for acceptance [i.e. a period of 12 months (Twelve months) Days from the last date of submission of response to RfS].

12. Details of the Bidding Company and Contact Person Details of the representative to be contacted by MPPMCL are furnished as under:
    i. Bidding Company:
       - GST No : ……..……..
       - PAN No : ……..……..
       - CIN No : ……..……..

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

ii. Contact Person Details

- Name : ……
- Designation : ……
- Company : ……
- Address : ……
- Phone Nos. : ……
- Mobile Nos. : ……
- Fax Nos. : ……

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 of Madhya Pradesh, the Non-Judicial Stamp Paper of Appropriate Value)

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

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

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

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

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

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

For and on behalf of Consortium Member

M/s…….

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

(Name

Designation Place:
Date:)
Accepted

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

(Signature of the executant)

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

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

Format 7.3A: FORMAT FOR BANK GUARANTEE TOWARDS EARNEST MONEY DEPOSIT (EMD)

(To be stamped in accordance with Stamp Act of Madhya Pradesh, 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 MP Power Management Company Limited (MPPMCL) 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 MPPMCL at [Insert Name of the Place from the address of MPPMCL] forthwith without demur on demand in writing from MPPMCL or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees _____[*Insert amount not less than that derived on the basis of Rs._____ per MW of cumulative capacity proposed]*, only, on behalf of M/s _____ *[Insert name of the Bidder]*.

This guarantee shall be valid and binding on this Bank up to and including _ *[insert date of validity in accordance with Clause No. 18 of this RfS]* and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

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

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

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Jabalpur, Madhya Pradesh 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 MPPMCL 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 MPPMCL 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, Branch: Nayagaon, Rampur, Jabalpur (MP), A/c Name: M.P. Power Management Co. Ltd, Bank A/c No: 30062572610, IFSC Code: SBIN0007934 and a confirmation in this regard is received by MPPMCL.

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

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if MPPMCL 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 stamped in accordance with Stamp Act of Madhya Pradesh, 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 MP Power Management Company Limited (hereinafter referred to as MPPMCL) and MPPMCL considering such response to the RfS of …….[Insert name of the Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Project of the Battery Energy Storage System Developer (BESSD) and issuing Letter of Award No. _____to_____*(Insert Name of selected Battery Energy Storage System Developer)* as per terms of RfS and the same having been accepted by the selected BESSD resulting in a Battery Energy Storage Purchase Agreement (BESPA) to be entered into, for procurement of capacity [from selected Battery Energy Storage System Developer or a Project Company, M/s _____{a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable].

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

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

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

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

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

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Madhya Pradesh 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 MPPMCL 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 MPPMCL 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 MPPMCL's Bank and a confirmation in this regard is received by MPPMCL.

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

by MPPMCL to any entity to whom MPPMCL 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 MPPMCL 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:
The Stamp Paper should be in the name of the Executing Bank and of appropriate value.

Format 7.3 C: FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY IREDA/REC/PFC (IN LIEU OF PBG)

No. _____ Date _____

MPPMCL, Registered

_____,

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

Dear Sir,

1. It is to be noted that M/s. _____ (insert name of the POI issuing Agency) ('IREDA/REC/PFC') has sanctioned a non-fund based limit loan of Rs. _____ (Rupees _____ only) to M/s _____ under the Loan Agreement executed on _____ to execute Renewable Energy Projects.

2. At the request of M/s _____, on behalf of _____ (insert name of the BESSD), this Payment on Order Instrument (POI) for an amount of Rs. _____ (Rupees _____ (in words)) comes into force immediately.

3. In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected 'Battery Energy Storage System Developer') submitting the response to RfS inter alia for selection of Contracted Capacity of …….. MW, at …… [Insert name of the place] under RfS for _____ (insert name of the RfS), in response to the RfS dated …… issued by MPPMCL and MPPMCL considering such response to the RfS of …… [insert name of the selected Battery Energy Storage System Developer] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Project of the Battery Energy Storage System Developer (BESSD) and issuing Letter of Award No ------- to (Insert Name of selected Battery Energy Storage System Developer) as per terms of RfS and the same having been accepted by the selected BESSD resulting in a Battery Energy Storage Purchase Agreement (BESPA) to be entered into with MPPMCL, for providing energy storage facility [from selected Battery Energy Storage System Developer or a Project Company, M/s ---------- {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RfS, the _____ [insert name & address of IREDA/PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to MPPMCL at Jabalpur forthwith on demand in writing from MPPMCL or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees------ [Total Value] only,

on behalf of M/s _____ [Insert name of the selected Battery Energy Storage System Developer/Project Company].

4. In consideration of the above facts, IREDA/REC/PFC, having its registered office at _____, agrees to make payment for the sum of Rs. _____ lakhs (in words…….) to MPPMCL on the following conditions:

a) IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of _____ days of receipt of request from MPPMCL within the validity period of this letter as specified herein;
b) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against MPPMCL;
c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;
d) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/impaired/discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (MPPMCL and Bidding Party), subject however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc;
e) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;
f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by MPPMCL made in any format within the validity period. IREDA/REC/PFC shall not require MPPMCL to justify the invocation of the POI against the SPV/BESSD, to make any claim against or any demand against the SPV/BESSD or to give any notice to the SPV/BESSD;
g) The POI shall be the primary obligation of IREDA/REC/PFC and MPPMCL shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/BESSD;
h) Neither MPPMCL is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against MPPMCL in respect of the payment made under letter of undertaking;

5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid up to_____ and

IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs. _____. IREDA/REC/PFC shall in no case be liable for any interest, costs, charges and expenses and IREDA/REC/PFC's liability in no case will exceed more than the above amount stipulated.

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

Thanking you,

Yours faithfully
For and on behalf of
M/s. _____
(name of the POI issuing agency).
(_____)
General Manager (TS)

Copy to:-
M/s. __**PP**_____

_____ As per their request

( )
General Manager (TS)

Format 7.3 D: FORMAT OF PAYMENT ON ORDER INSTRUMENT (POI) TO BE ISSUED BY IREDA/REC/PFC (IN LIEU OF EMD)

No. _____ Date _____

MPPMCL, Registered

_____,

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

Dear Sir,

1. It is to be noted that M/s. _____ (insert name of the POI issuing Agency) ('IREDA/REC/PFC') has sanctioned a non-fund based limit loan of Rs. _____ (Rupees _____ only) to M/s _____ under the Loan Agreement executed on _____ to execute Renewable Energy Projects/Energy Storage Projects.

2. At the request of M/s _____, on behalf of _____ (insert name of the Bidder), this Payment on Order Instrument (POI) for an amount of Rs. _____ (Rupees _____ (in words)). This Payment on Order Instrument comes into force immediately.

3. In consideration of the _____ [Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for _____ [Insert title of the RfS] of the cumulative capacity of ……. MW [Insert cumulative Project capacity proposed] for supply of power therefrom on long term basis, in response to the RfS No. __, dated____ issued by MPPMCL and MPPMCL considering such response to the RfS of …… [Insert the name of the Bidder] as per the terms of the RfS, the _____ [Insert name & address of IREDA/PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to MPPMCL at Jabalpur forthwith without demur on demand in writing from MPPMCL or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees _____ [Insert amount not less than that derived on the basis of Rs._____ per MW of cumulative capacity proposed], only, on behalf of M/s _____ [Insert name of the Bidder].

4. In consideration of the above facts, IREDA/REC/PFC, having its registered office at _____, agrees to make payment for the sum of Rs. _____ lakhs (in words…….) to MPPMCL on the following conditions:

i. IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of _____ days of receipt of request from MPPMCL within the validity period of this letter as specified herein;

ii. The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against MPPMCL;

iii. The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;

iv. The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/impaired/discharged by any extension of time or variation and alteration made given or agreed with or without knowledge or consent of the parties (MPPMCL and Bidding Party), subject however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc;

v. This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;

vi. IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by MPPMCL made in any format within the validity period. IREDA/REC/PFC shall not require MPPMCL to justify the invocation of the POI against the Bidding Party, to make any claim against or any demand against the Bidding Party or to give any notice to the Bidding Party;

vii. The POI shall be the primary obligation of IREDA/REC/PFC and MPPMCL shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the Bidding Party;

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

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

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

Thanking you,
Yours faithfully
For and on behalf of
M/s. _____
(Name of the POI issuing agency).
( )
General Manager (TS)

Copy to:-
M/s._____**PP**_____

_____ As per their request
( )
General Manager (TS

Format 7.3 E: FORMAT OF INSURANCE SURETY BOND TOWARDS VGF
(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT OF INDIA)
Insurance Surety Bond No.:
Date:

To

MP Power Management Company Limited (MPPMCL)

Regional Office, Opposite Bhojpur Club,

E-4, Arera Colony, Bhopal (M.P.) 462016

Dear Sir,

In consideration of MP Power Management Company Limited (hereinafter referred to as MPPMCL which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s ..... [Insert name of BESSD] ..... with its Registered/Head Office at ..... (hereinafter referred to as the 'Successful Bidder' or 'BESSD', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), in response to the RfS No. ……. dated ……., issued by MPPMCL, by issuing Letter of Award/Notification of Award No. …… dated …… for setting up of BESS Project of ……... MW and the same having been unequivocally accepted by the Successful Bidder/BESSD to be entered, [from selected BESSD, M/s ……. {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable] and the Successful Bidder/BESSD having agreed to provide a Performance Guarantee of the amount up to and not exceeding Indian Rupees …….. [Total value] only.

We ..... [Name & Address of the Insurer] ..... having its Head Office at ..... (hereinafter referred to as the 'Insurer', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay MPPMCL unequivocally, irrevocably and unconditionally, on demand any and all amounts to the extent of amount up to and not exceeding Indian Rupees _____ [Total value] on behalf of M/s _____ [Insert name of the selected BESSD] at any time up to ..... [days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the BESSD. Any such demand made by MPPMCL on the Insurer shall be conclusive and binding notwithstanding any difference between MPPMCL and the BESSD or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Insurer undertakes not to revoke this Insurance

Surety Bond during its currency and/or any period extended under the contract, without prior consent of MPPMCL and further agrees that the guarantee herein contained shall be enforceable till MPPMCL discharges this guarantee.

MPPMCL shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the performance of the Contract by the BESSD for the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same. MPPMCL shall have the fullest liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the BESSD, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the RfS document or any other course or remedy or security available to MPPMCL.

The Insurer shall not be released of its obligations under these presents by any exercise by MPPMCL of its liberty with reference to the aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of MPPMCL or any other indulgence shown by MPPMCL or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees and undertakes that MPPMCL at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, in the first instance without proceeding against the BESSD and notwithstanding any security or other guarantee that MPPMCL may have in relation to the BESSD's liabilities.

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

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

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

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

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

Notwithstanding anything contained hereinabove our liability under this Insurance Surety Bond is restricted to INR …….. (Indian Rupees …… only) and it shall remain in force up to and including ..... and shall be extended from time to time for such period, as may be desired by M/s ..... [BESSD's Name] on whose behalf this Insurance Surety Bond has been given.

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

.....
(Signature)

.....
(Name)

.....
(Designation with Insurer stamp)

Email ID of the Branch for confirmation of this Bond: …….
Power of Attorney No.: .....
Date: .....

WITNESS:

1. .....
   (Signature)
   .....
   (Name)
   .....
   (Official Address)
2. .....
   (Signature)
   .....
   (Name)
   .....
   (Official Address)

Notes:

1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
2. MPPMCL shall be the Creditor, the BESSD shall be the Principal Debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
3. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per the Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon, or the rate prevailing in the state where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of BESSD/Insurer issuing the Insurance Surety Bond.

Format 7.3 F: FORMAT OF INSURANCE SURETY BOND TOWARDS EMD
(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT OF INDIA)

Insurance Surety Bond No.:
Date:

To

MP Power Management Company Limited (MPPMCL)

Regional Office, Opposite Bhojpur Club,

E-4, Arera Colony, Bhopal (M.P.) 462016

Dear Sir,

In accordance with your RfS No. ……. dated ……., M/s ……[*Insert name of the Bidder]* having its Registered/Head Office at……. [*Insert address of the bidder*] (hereinafter referred to as 'bidder') wish to participate in the said bid for ……..[*Insert name of the RfS*].

As an irrevocable Insurance Surety Bond against Bid Security for an amount of ..... [*Insert amount not less than that derived in line with Clause 18 of the RfS*] valid for……[*insert date of validity in accordance with Clause No. 18 of this RfS*] required to be submitted by the bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the RfS Documents.

We, the……. [*Insert name of the 'Insurer'*] having our Head Office at ……..[*Insert address of the Insurer*] guarantee and undertake to pay immediately on demand by Solar Energy Corporation of India Limited (hereinafter referred to as 'MPPMCL') the amount of ..... [*Insert amount not less than that derived in line with Clause 18 of the RfS*] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Bidder. Any such demand made by MPPMCL shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the Bidder in terms thereof.

This Insurance Surety Bond shall be unequivocal, unconditional as well as irrevocable and shall remain valid up to..... *[insert date of validity in accordance with Clause No. 18 of this RfS*]. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period on receiving instructions from M/s ……[Insert name of the Bidder] on whose behalf this Insurance Surety Bond is issued.

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

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

The Insurer 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 Insurer shall not require MPPMCL to justify the invocation of this Insurance Surety Bond, nor shall the Insurer have any recourse against MPPMCL in respect of any payment made hereunder. MPPMCL shall be entitled to invoke this Bond till _____ *[Insert a date which is at least 30 days beyond the expiry of the validity period on the basis of Clause No. 18 of this RfS]*.

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

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

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

.....

(Signature)

.....

(Name)

.....

(Designation with Insurer Stamp)

Authorized vide Power of Attorney No.....

Date.....

Email id of the Branch for confirmation of this Bond: …….

NOTE:

1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

2. MPPMCL shall be the Creditor, the bidder shall be the principal debtor, and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
3. The Insurance Surety Bond should be on non-judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of bidder/Insurer issuing the Insurance Surety Bond.

Format 7.3.G: FORMAT OF INSURANCE SURETY BOND TOWARDS PERFORMANCE SECURITY

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT OF INDIA)

Insurance Surety Bond No.:

Date:

To

MP Power Management Company Limited (MPPMCL)

Regional Office, Opposite Bhojpur Club,

E-4, Arera Colony, Bhopal (M.P.) 462016

Dear Sir,

In consideration of the MPPMCL. (Hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s..... [Supplier's Name]..... with its Registered/Head Office at ..... (Hereinafter referred to as the 'Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Owner's Purchase Order No..... dated. and the same having been unequivocally accepted by the Supplier, resulting into a Contract bearing No..... dated ....., valued at ..... for and the Supplier having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to .....(*).....% (percent) of the said value of the Contract to the Owner.

We .....[Name & Address of the Insurer] ..... having its Head Office at ..... (hereinafter referred to as the 'Insurer', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all amount payable by the Supplier to the extent of .....(*)..... as aforesaid at any time up to ..... [days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Supplier.

Any such demand made by the Owner on the Insurer shall be conclusive and binding notwithstanding any difference between the Owner and the Supplier or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency and or any period extended under the contract, without prior consent of the Owner and further agrees that the guarantee herein contained shall be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the performance of the Contract

by the Supplier for the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same, The Owner shall have the fullest liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Supplier or any other course or remedy or security available to the Owner. The Insurer shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees and undertakes that the Owner at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that the Owner may have in relation to the Supplier's liabilities.

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

The Guarantor Insurance Company hereby expressly agrees that it shall not require any proof in addition to the written demand by MPPMCL., made in any format, raised at the {***Address of the Guarantor office at Bhopal***} of the Guarantor Insurance Company, in order to make the said payment to MPPMCL.

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

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

Notwithstanding anything contained hereinabove our liability under this Insurance Surety Bond is restricted to .....(*)..... and it shall remain in force upto and including .....(@)..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s .....{Supplier's Name} on whose behalf this Insurance Surety Bond has been given.

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

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

(*) This sum shall be as per Clause 19 of the RfS.

The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

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

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

While getting the Insurance Surety Bond issued, the Supplier is required to ensure compliance to the points mentioned in Form of Bank Guarantee/ Insurance Surety Bond Verification Check List. Further, the Supplier is required to fill up this Form and enclose the same with the Insurance Surety Bond.

.....

(Signature)

.....

(Name)

.....

(Official Address)

(Designation with Insurer stamp)

Authorized vide Power of Attorney No. .....

Date.....

WITNESS :

1.....

(Signature)

.....

(Name)

.....

(Official Address)

2. .....

(Signature)

.....

(Name)

.....

(Official Address)

Notes :

1. (*) This sum shall be as per Clause 19 of the RfS.
2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
3. The Owner shall be the Creditor, the Supplier shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Supplier/Insurer issuing the Insurance Surety Bond.
5. While getting the Insurance Surety Bond issued, the Supplier is required to ensure compliance to the points mentioned in Form of Bank Guarantee/ Insurance Surety Bond Verification Check List. Further, the Supplier is required to fill up this Form and enclose the same with the Insurance Surety Bond.

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:

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 MP Power Management Company Limited (MPPMCL), representing us in all matters before MPPMCL, and generally dealing with MPPMCL 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)*

1. **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]

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 (-----%) 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%)

3. 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)

4. 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]***

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 of Madhya Pradesh, 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, executor 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 MP Power Management Company Limited (MPPMCL) a Company incorporated under the Companies Act, 2013, and its Registered Office at Madhya Pradesh Power Generation Company Limited, E-4 Arera Colony, Bhopal, Madhya Pradesh 462016.

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 MPPMCL desires to purchase Power under RfS for _____ (insert title of the RfS);

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

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

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

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

2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.

3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.

4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.

5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

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

We acknowledge that after the execution of BESPA, the controlling shareholding (having not less than 51% of the voting rights and paid up share capital) in the Project Company developing the Project shall be maintained up to 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 Jabalpur, Madhya Pradesh alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
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 MPPMCL 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 MPPMCL.
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 MPPMCL.
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 MPPMCL.

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 presents 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:

_____
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
Dr. Gurdeep Singh Khanooja
Chief General Manager (Commercial – Non-Conventional Energy)
Phone: - +91 9425303958
MPPMCL, RO, Opposite Bhojpur Club,
E-4, Arera Colony, Bhopal (M.P.) 462016
Email: bess@mppmcl.com

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 2025-26 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 38** 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*

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Annual Turnover Criteria, by demonstrating an Annual Turnover of INR _____ (_____in words) as on the end of Financial Year 2025-26 or as on the day at least 7 days prior to the bid submission deadline (choose one). (Strike out if not applicable)

Exhibit (i): Applicable in case of Bidding Company

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

Name of Bidding Company	**Name of Affiliate(s) whose Annual Turnover is to be considered**	**Relationship with Bidding Company***	**Annual Turnover (in Rs. Crore)**
Company 1			
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]
Annual Turnover Requirement to be met by Member in Proportion to the Equity Commitment:
INR ----------Crore (Equity Commitment (%) * Rs. [ ] Crore)

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

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

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

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Profit Before Depreciation Interest and Taxes (PBDIT) criteria as mentioned in the RfS, by demonstrating a

PBDIT of INR _____(in words) as on the end of Financial Year 2025-26 or as on the day at least 7 days prior to the bid submission deadline. (Strike out if not applicable)

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

Name of Bidding Company	**Name of Affiliate(s) whose PBDIT is to be considered**	**Relationship with Bidding Company***	**PBDIT (in Rs. Crore)**
Company 1			
Total			

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

Exhibit (ii): Applicable in case of Bidding Consortium
(To be filled by each Member in a Bidding Consortium separately)
Name of Member: [Insert name of the Member]
PBDIT Requirement to be met by Member in Proportion to the Equity Commitment: INR ----------Crore (Equity Commitment (%) * Rs. [ ] Crore)

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

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

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

Signature & Name of the Authorized Signatory)

(Signature and Stamp of CA) Membership No.

Regn. No. of the CA's Firm:

Date:

Note:

i. Along with the above format, in a separate sheet on the letterhead of the Chartered Accountant's Firm, provide details of computation of Net Worth and Annual Turnover/PBDIT (as applicable) duly certified by the Chartered Accountant.
ii. Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed in complete form along with all the Notes to Accounts.
iii. In case of the Bidder choosing to meet the Liquidity criteria through an In-principle sanction letter, such document shall be separately submitted by the bidder as part of the bidder's Response to RfS.

Format 7.7: UNDERTAKING

(To be submitted on the letterhead of the Bidder)

We, hereby provide this undertaking to MP Power Management Company Limited (MPPMCL), in respect to our response to 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,
Dr. Gurdeep Singh Khanooja
Chief General Manager (Commercial – Non-Conventional Energy)
Phone: - +91 9425303958
MPPMCL, RO, Opposite Bhojpur Club,
E-4, Arera Colony, Bhopal (M.P.) 462016
Email: bess@mppmcl.com

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

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

We further declare that we have read the provisions of Clause 36.4 of the RfS and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl. 17 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, MPPMCL 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,
Dr. Gurdeep Singh Khanooja
Chief General Manager (Commercial – Non-Conventional Energy)
Phone: - +91 9425303958
MPPMCL, RO, Opposite Bhojpur Club,
E-4, Arera Colony, Bhopal (M.P.) 462016
Email: bess@mppmcl.com

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

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

We further declare that we have read the provisions of Clause 36.4 of the RfS and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl. 17 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, MPPMCL 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 7/10/2021-PPD (1) dated 23.02.2023

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

Ref. No._____ Date: _____
From:_*(Insert name and address of Bidding Company/Member of Consortium*)
Tel.#:
Fax#:
E-mail address#

To,
Dr. Gurdeep Singh Khanooja
Chief General Manager (Commercial – Non-Conventional Energy)
Phone: - +91 9425303958
MPPMCL, RO, Opposite Bhojpur Club,
E-4, Arera Colony, Bhopal (M.P.) 462016
Email: bess@mppmcl.com

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

Dear Sir/ Madam,

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

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

We further declare that the above statement is true & correct. We are aware that if at any stage it is found to be incorrect, our response to the tender will be rejected.
Dated the ____day of_____, 20….

Thanking you,

We remain,
Yours faithfully,
Encl: OM dated 23.02.2023, as referred above

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

Format 7.9: FORMAT FOR TECHNICAL CRITERIA

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

Ref. No. _____ Date: _____

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

To,
Dr. Gurdeep Singh Khanooja
Chief General Manager (Commercial – Non-Conventional Energy)
Phone: - +91 9425303958
MPPMCL, RO, Opposite Bhojpur Club,
E-4, Arera Colony, Bhopal (M.P.) 462016
Email: bess@mppmcl.com

Sub: Response to RfS No.___, dated _____ for _____.

Dear Sir/ Madam,

We hereby undertake to certify in line with Clause 22 under the title "Financial Closure" that the following details shall be furnished within 6 (six) months from Effective Date of the BESPA.

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

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

Dated the _day of , 20….
Thanking you,

We remain,

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

Format 7.10: DECLARATION BY THE BIDDER FOR THE PROPOSED TECHNOLOGY TIE-UP

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

To,
Dr. Gurdeep Singh Khanooja
Chief General Manager (Commercial – Non-Conventional Energy)
Phone: - +91 9425303958
MPPMCL, RO, Opposite Bhojpur Club,
E-4, Arera Colony, Bhopal (M.P.) 462016
Email: bess@mppmcl.com

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 Madhya Pradesh at MPPTCL Substation as Bidder for the above.

I/We agree that this offer shall remain valid for a period of 12 months (twelve months) from the due date of submission of the response to RfS such further period as may be mutually agreed upon.
Dated the _day of , 20….

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

Notes:

i. *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.*

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

iii. *The quoted tariff shall be inclusive of all taxes* ***and shall be exclusive of GST*** *till the submission of bid / validity of bid.*

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

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

vi. *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

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
Standard/ Code (or equivalent Indian Standards)	**Description**	**Certification Requirements**

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, nameplate 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.

1. 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.

2. 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 MPPMCL 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 MPPMCL or their authorized representatives for installing any additional monitoring equipment to facilitate online 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 MPPMCL. This time series data shall be available from the Project SCADA system to facilitate monitoring and should include among others as stated before, below parameters to facilitate daily, monthly and annual Report for performance monitoring.

e) Web-based monitoring should be available, which should not be machine-dependent. The web-based monitoring should provide the same screens as available in the plant. Also, it should be possible to download reports from a remote web-client in PDF or Excel format.

9. Other necessary criteria

a. BESS shall be capacity of operating in the frequency range of 47.5 Hz to 52 Hz and be able to deliver rated output in the frequency range of 49.5 Hz to 50.5 Hz.
b. BESS shall be capacity of operating when voltage at the interconnection point on any or all phases dips/rises to the high or low levels. The levels applicable for wind/solar inverter-based generation may be referred as available in Central Electricity Authority *(Technical Standards for Connectivity to the Grid)* Regulations.
c. The safe and reliable operation of power system is ensured by frequency control as well as voltage control. BESS to be implemented shall have provisions for Primary frequency control with a droop which can be set as per system requirement between 1- 3 percent. The BESS performs regulations in one or several pre-defined ways (e.g. regulating its own output power according to the orders given by SCADA system) to achieve an active power balance between generation and demand to maintain the power system frequency within a reasonable range.
d. BESS shall operate to maintain voltages as per specified voltage ranges in Grid standards. BESS shall have feature to detect the voltage of interconnection point, and regulate voltage independently. The response time of the BESS shall not exceed the value specified in relevant standards or grid codes.
e. BESS shall operate in a manner to promote the power system reliability and improve the power quality. When power quality problems, such as voltage dip, flicker, unsatisfactory power factor, etc., occur in power system, the BESS could eliminate these problems by flexible active and reactive power output in this function.
f. The BESS 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 Automatic Generation Control (AGC) is an important feature and BESS shall have capability to operate in AGC. The details regarding AGC signals required by not limited to, are given (the conventional power plant signal link) at the

link,https://posoco.in/download/detailed-signal-list-forconnecting-generators-under- agc/?wpdml=29546. BESS shall be able to operate in AGC and be able to comply with the requirements desired by system operators. Some of the BESS signal list for implementation of AGC can be like below (list is indicative only):

i. Maximum MW permissible (dynamic or user entry)
ii. Minimum MW permissible (dynamic or user entry)
iii. Ramp rate up permissible (dynamic or user entry)
iv. Ramp rate down permissible (dynamic or user entry)
v. Actual MW vi) Actual MVAR
vi. Auxiliary Consumption MW
vii. Scheduled MW (dynamic or user entry)
viii. BESS Temperature (for monitoring and correlation)
ix. Ambient Temperature (for monitoring and correlation)
x. Cycle limits (0-100%) per day (user entry)
xi. Circuit breaker status
xii. Local/Remote status
xiii. AGC Set Point MW from NLDC to BESS
xiv. Voltage (kV) at grid level
xv. Voltage (V) at BESS LV side

i. The static information like detailed write-up on present operation methodology of BESS, forbidden zones, number of cycle limits, Auxiliary consumption details, capability curve, simulation models (RMS/PSCAD) along with description or any specific information about BESS shall also be furnished as and when required by 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, as applicable. The BESSD shall ensure that all Unit Battery modules from the plant after their 'end of life' (when they become defective/ non-operational/ non-repairable) are disposed in accordance with the "e-waste (Management and Handling) Rules, 2016"notified by the Government and as revised and amended from time to time and Battery Waste Management Rules, as and when notified by the Government of India.

Annexure-B: CHECK LIST FOR FINANCIAL CLOSURE

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

(RfS No: _____ dated_____)

Last Date for submission of documents related to Financial Closure – (6 months from Effective Date of BESPA)

Project Company Name :_____
Project ID :_____
LOA No. -_____. Dtd. - _____
Effective Date of BESPA - _____
Scheduled Commissioning Date: - _____

1. **Financial Closure - (Clause 22 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 MPPMCL as per the terms of BESPA have been obtained is to be enclosed as **Annexure – II B**

2. Copy of Agreement/ MOU entered into / Purchase Order with acceptance, for the supply of Plants and Equipment (to be enclosed as Annexure-III)
3. **Technical Parameters of the Project (Clause 37 of the RfS)**
    a. 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**)
    b. Proposed Project configuration as part of DPR of the Project (to be enclosed as **Annexure- IV B**)
4. 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 MPPMCL 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. The above checklist is to facilitate financial closure of projects. For any interpretation the respective provision of RfS / BESPA shall prevail.

Annexure-C: SPECIAL INSTRUCTIONS TO BIDDERS FOR e- TENDERING AND REVERSE AUCTION

GENERAL SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING

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.

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, MP Power Management Company Limited (MPPMCL) 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 ElectronicTender® . A portal built using ElectronicTender's software is also referred to as ElectronicTender 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

Broad Outline of Activities from Bidder's Perspective:

a. Procure a Class III Digital Signing Certificate (DSC).
b. Register on ElectronicTender System® (ETS)
c. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA
d. View Notice Inviting Tender (NIT) on ETS
e. For this tender -- Assign Tender Search Code (TSC) to a MA
f. 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.
g. Clarification to Tender Documents on ETS • Query to MPPMCL (Optional) • View response to queries posted by MPPMCL
h. Bid-Submission on ETS
i. Opening of relevant Bid-Parts

j. Post-TOE Clarification on ETS (Optional)
k. Respond to MPPMCL Post-TOE queries
l. Participate in e-ReverseAuction

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

Digital Certificates

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

Registration

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

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

Important Note:

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

2. To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Centre' located on ETS Home Page, including instructions for timely registration

on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

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

ISN-ETS Helpdesk	
Telephone/ Mobile	*Customer Support: +91-124-4229071, 4229072* *(From 10:00 HRS to 18:00 HRS on all Working Days i.e. Monday to Friday except Government Holidays*
Email-ID	*support@isn-ets.com [Please mark CC: soumya@isn-ets.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 signed copy of Tender Documents/ Addendum

In addition to the above, the bidders are required to submit certain documents physically offline also as per Clause 29 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 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.

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

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

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

OTHER INSTRUCTIONS

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

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

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

SEVEN CRITICAL DOs AND DON'Ts FOR BIDDERS

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

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class III well in advance of your tender submission deadline on ETS.

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

3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.

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

5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc.) Note: Bid-submission in ETS can consist of submission of multiple bid-components, which vary depending upon the situation and requirements of the Buyer. Successful receipt of a bid in an e-tendering scenario takes place if all the required bid-components are successfully 'received and validated' in the system (ETS) within the scheduled date and time of closure of bidding. ETS/ Service Provider is not responsible for what happens at an end-user's end, or while a submission made by an end-user is in transit, until the submission is successfully 'received and validated' in ETS.

6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. The bidders are required to submit correct, valid and operative Pass-Phrase to decrypt either Technical Bid Part or Financial Bid Part in a separate sealed envelope before due date and time of submission of bid. In the

event, the bids are not opened with the pass-phrase submitted by bidder, MPPMCL may ask for resubmission/ 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 MPPMCL, the Bid Processing Fee and Cost of RfS Document, if applicable, shall be forfeited and bid shall not be opened, and EMD shall be refunded. No request on this account shall be entertained by MPPMCL.

7. ETS will make your bid available for opening during the Online 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.

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), MPPMCL shall resort to "REVERSE AUCTION

PROCEDURE". Reverse Auction shall be conducted as per methodology specified in Section- 4 and other provisions of Reverse Auction in RfS Documents and their subsequent Addenda / Corrigenda / 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. The Bidders shall ensure online submission of their 'Bid Price' within the auction period.

2. The Bidders shall ensure to take all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to ETS.
3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RfS document or intimated later on, for compliance.
4. The reverse auction will be conducted on scheduled date & time, as mentioned in the RfS document.
5. The 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, such bids would be considered non-responsive and would be rejected by MPPMCL.
7. The Bidders shall not divulge either his Bids or any other exclusive details of MPPMCL 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. The Bidders should also note that:
    a. Bidders may note that, although extension time is '5' 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 posting of the Financial Bid during reverse auction.
    b. Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of MPPMCL, 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 MPPMCL contact personnel indicated in the RfS document.
e. Order finalization and post order activities such as issuance of LOI, signing of PPA etc. would be transacted directly between successful bidder(s) and MPPMCL.
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. MPPMCL 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.bharatelectronictender.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 – 4 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:

S. No.	**Parameter**	**Value**
1.	Date and Time of Reverse-Auction Bidding Event	Please refer Bid Information Sheet
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	Yes

	'Predefined Time-Duration' before the 'Reverse Auction Closing Time'	
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 MPPMCL 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 MPPMCL. The 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. MPPMCL shall not be responsible for such eventualities.

The 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.

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

MPPMCL 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 MPPMCL shall be binding on the bidders.

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

Annexure-D: ILLUSTRATIONS

(Please refer Clause 8 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-22	1	250	0	250	1
01-May-22	2	250	0	250	1
01-May-22	3	240	0	250	0.96
01-May-22	4	240	0	250	0.96
01-May-22	5	235	0	250	0.94
01-May-22	6	235	0	250	0.94
01-May-22	7	240	0	250	0.96
01-May-22	8	240	0	250	0.96
01-May-22	9	0	0	12.5	0
01-May-22	10	12.5	0	0	NA
01-May-22	11	0	0	0	NA
01-May-22	12	0	0	0	NA
01-May-22	13	0	0	0	NA
01-May-22	14	0	0	0	NA
01-May-22	15	0	0	0	NA
01-May-22	16	0	0	0	NA
01-May-22	17	0	0	0	NA
01-May-22	18	0	0	0	NA
01-May-22	19	0	0	0	NA
01-May-22	20	0	0	0	NA
01-May-22	21	0	0	0	NA
01-May-22	22	0	0	0	NA
01-May-22	23	0	0	0	NA
01-May-22	24	0	190	250	0.76
01-May-22	25	0	190	250	0.76
01-May-22	26	0	200	250	0.8

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-22	27	0	200	250	0.8
01-May-22	28	0	200	250	0.8
01-May-22	29	0	200	250	0.8
01-May-22	30	0	200	250	0.8
01-May-22	31	0	200	250	0.8
01-May-22	32	0	0	0	NA
01-May-22	33	0	0	0	NA
01-May-22	34	0	0	0	NA
01-May-22	35	0	0	0	NA
01-May-22	36	0	0	0	NA
01-May-22	37	0	0	0	NA
01-May-22	38	0	0	0	NA
01-May-22	39	0	0	0	NA
01-May-22	37	0	0	0	NA
01-May-22	38	0	0	0	NA
01-May-22	39	0	0	0	NA
01-May-22	40	0	0	0	NA
01-May-22	41	0	0	0	NA
01-May-22	42	0	0	0	NA
01-May-22	43	12.5	0	12.5	1
01-May-22	44	245	0	250	0.98
01-May-22	45	240	0	250	0.96
01-May-22	46	240	0	250	0.96
01-May-22	47	235	0	250	0.94
01-May-22	48	240	0	250	0.96
01-May-22	49	250	0	250	1
01-May-22	50	250	0	250	1
01-May-22	51	250	0	250	1
01-May-22	52	0	0	0	NA
01-May-22	53	0	0	0	NA
01-May-22	54	0	0	0	NA
01-May-22	55	0	0	0	NA
01-May-22	56	0	0	0	NA
01-May-22	57	0	0	0	NA

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-22	58	0	0	0	NA
01-May-22	59	0	0	0	NA
01-May-22	60	0	0	0	NA
01-May-22	61	0	0	0	NA
01-May-22	62	0	0	0	NA
01-May-22	63	0	0	0	NA
01-May-22	64	0	0	0	NA
01-May-22	65	0	0	0	NA
01-May-22	66	0	0	0	NA
01-May-22	67	0	0	0	NA
01-May-22	68	0	0	0	NA
01-May-22	69	0	0	0	NA
01-May-22	70	0	0	0	NA
01-May-22	71	0	0	0	NA
01-May-22	72	0	0	0	NA
01-May-22	73	0	0	0	NA
01-May-22	74	0	0	0	NA
01-May-22	75	0	0	0	NA
01-May-22	76	0	0	0	NA
01-May-22	77	250	0	250	1
01-May-22	78	0	0	0	NA
01-May-22	79	0	0	0	NA
01-May-22	80	0	0	0	NA
01-May-22	81	0	230	250	0.92
01-May-22	82	0	235	250	0.94
01-May-22	83	0	235	250	0.94
01-May-22	84	0	230	250	0.92
01-May-22	85	0	200	250	0.8
01-May-22	86	0	190	250	0.76
01-May-22	87	0	185	250	0.74
01-May-22	88	0	0	0	NA
01-May-22	89	0	0	0	NA
01-May-22	90	0	0	0	NA
01-May-22	91	0	0	0	NA

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-22	92	0	0	0	NA
01-May-22	93	0	0	0	NA
01-May-22	94	0	0	0	NA
01-May-22	95	0	0	0	NA
01-May-22	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 paid by BESSD.

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

If MPPMCL 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 MPPMCL 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 MPPMCL 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 ith Time block in the day.

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

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

Similarly, the System availability shall be calculated for 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 = 250 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 8.2:**

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

b) System Efficiency

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

= 2400 lakhs

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

System Efficiency = Total of Column (Y)/ Total of Column (X) = 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 MPPMCL for further details, if required)

EHV SUBSTATION IDENTIFIED FOR BESS PROJECT

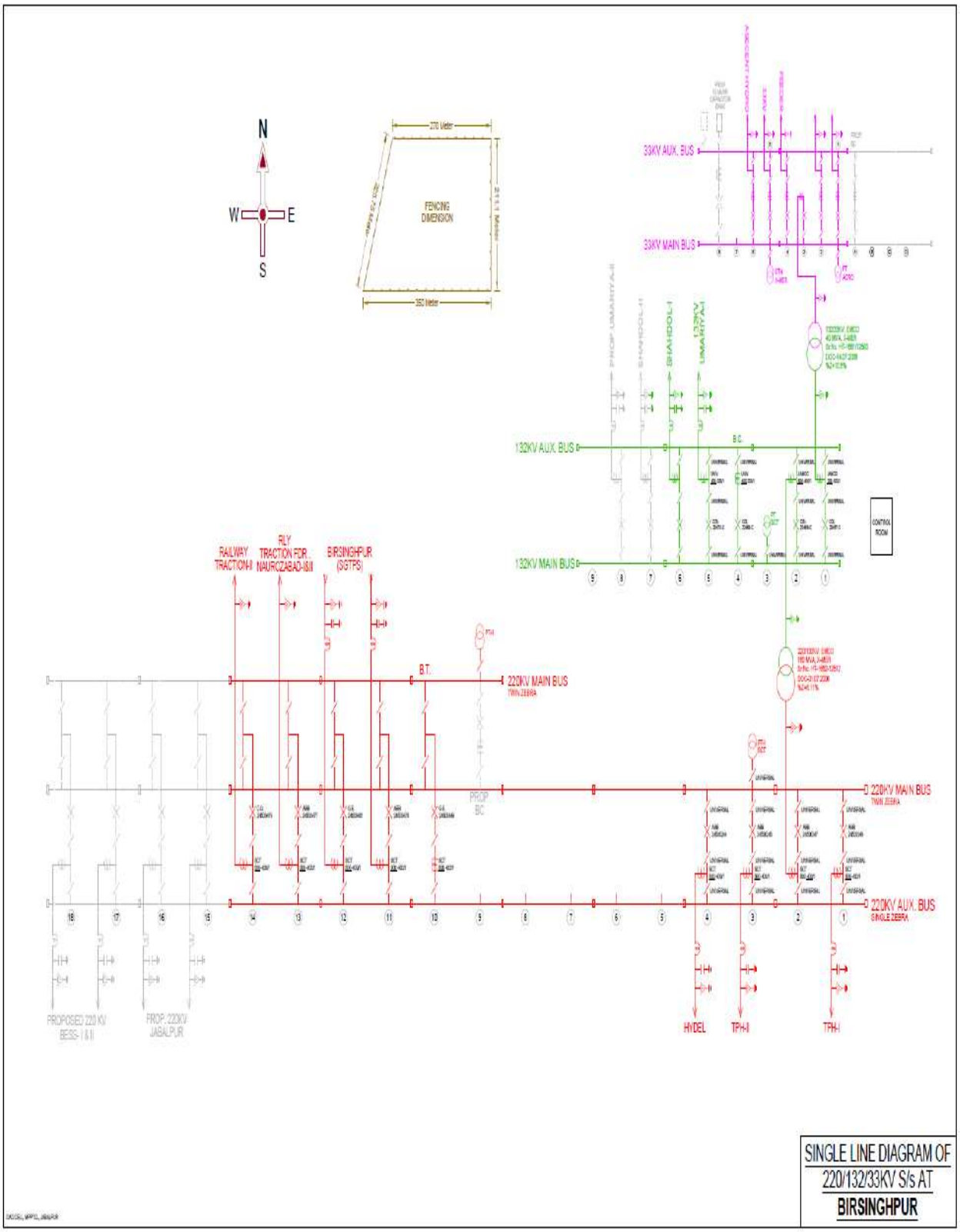
Sr. No	Name of Sub-Station	Voltage level	Injection Point (kV)	GPS Location
1	Birsinghpur (Pali)	220/132 kV	220 kV	23°21'00.78", 81°02'43.33"
2	Bina	400/220 kV	220kV	24°12'35.42", 78°15'39.43"
3	Sendhwa	220/132 kV	220 kV	21°39'49.36", 75°06'57.34"

NOTES:

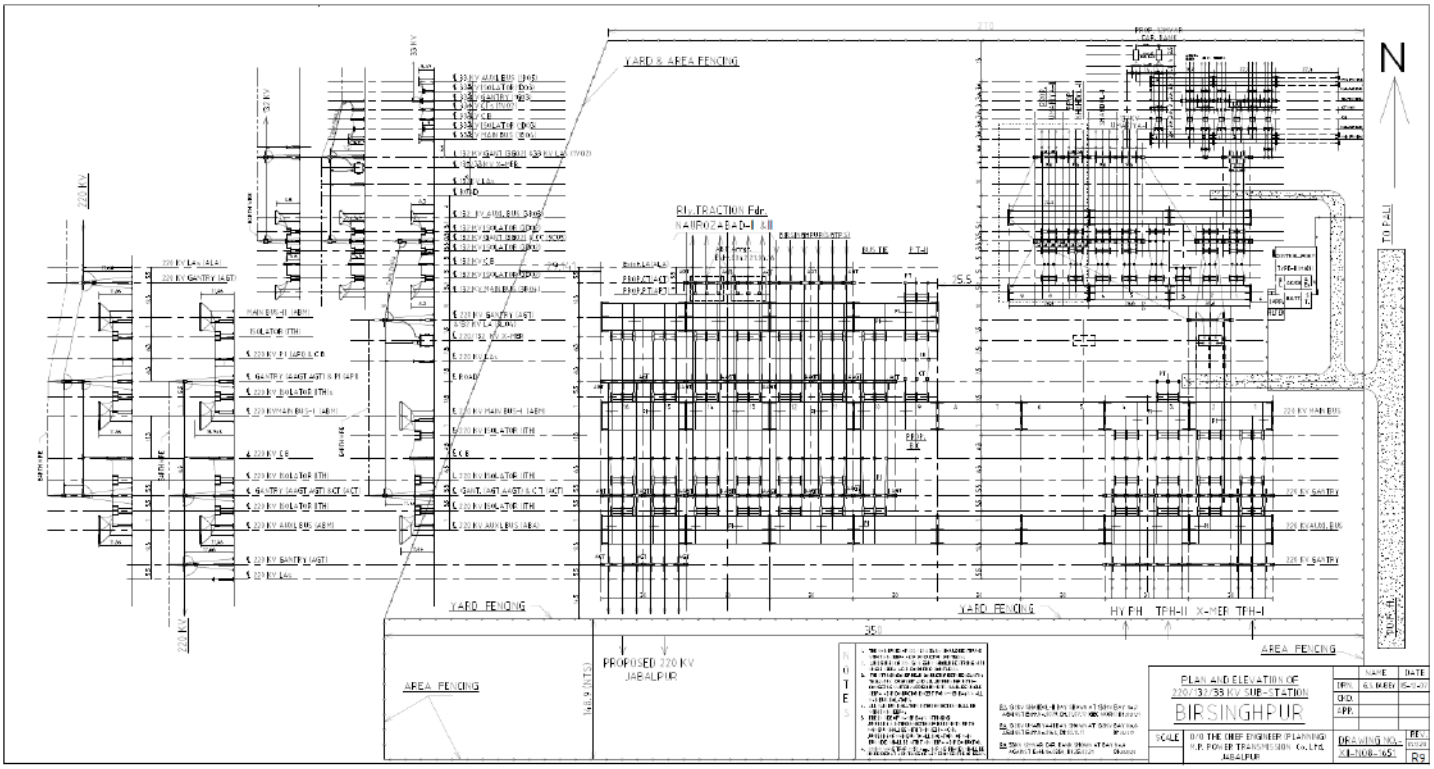
1. Prospective Bidders can contact and visit site during 10 AM to 7 PM on or before Prebid on their own.
2. The purpose of site visit is only for assessment of physical site conditions by the prospective Bidders. Prospective Bidders shall rely only on written clarifications/information/data issued by MPPMCL RO office. MPPMCL will not be bound to any clarifications/information/data considered by prospective Bidders for tendering purpose which are not issued by MPPMCL RO office.
3. Representatives of prospective Bidders shall obey the safety guidelines during the site visit. For not obeying safety guidelines, it is the sole responsibility of the visitor for any consequences/eventuality happened at site.
4. 'GA drawings' prepared by MPPMCL of all locations is enclosed herewith.
5. SLDs for all locations' prepared by MPPMCL of all locations is enclosed herewith.

1. Birsinghpur (Pali) Substation- 220/132 kV

Single Line Diagram

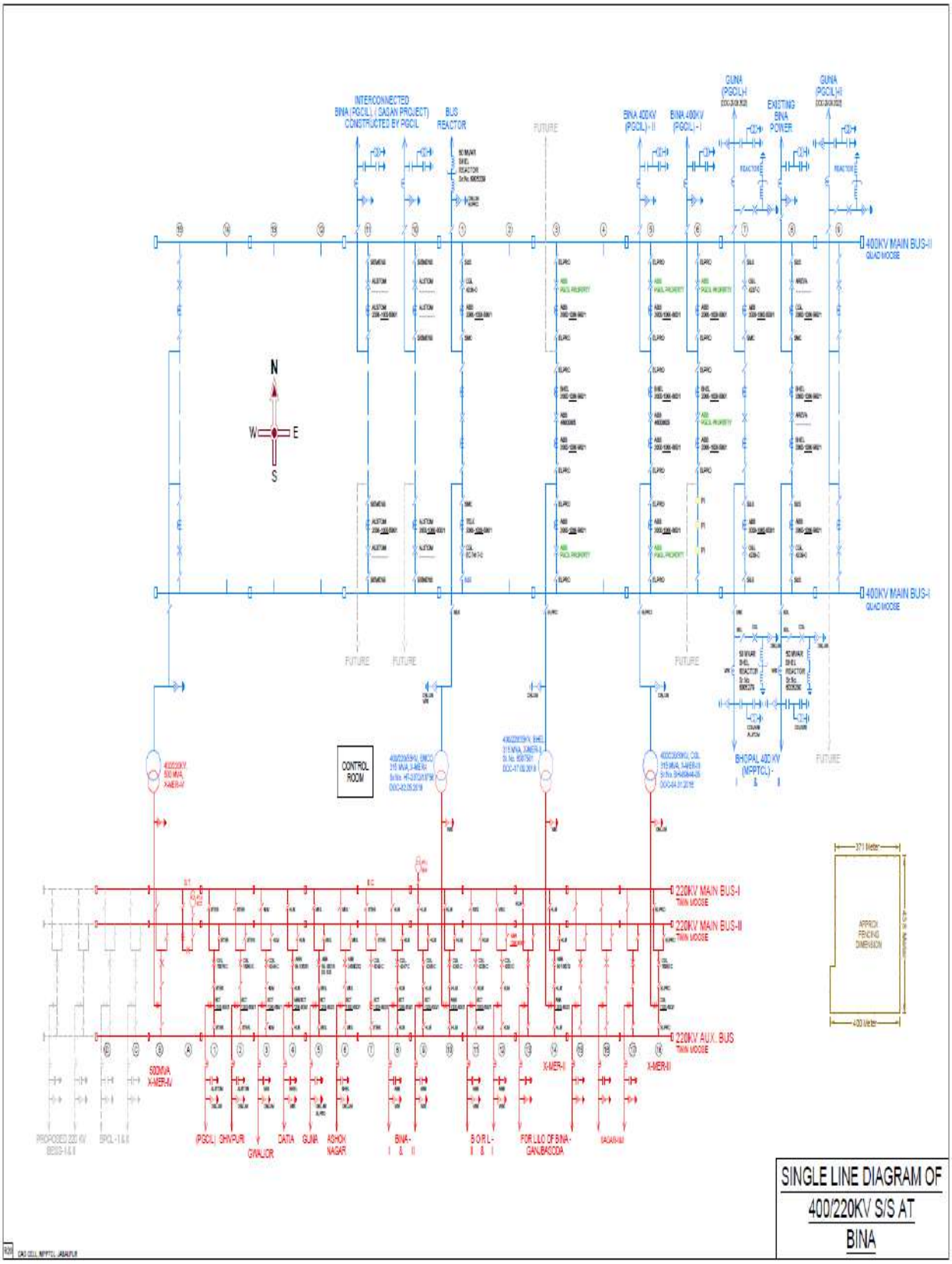


GA Layout

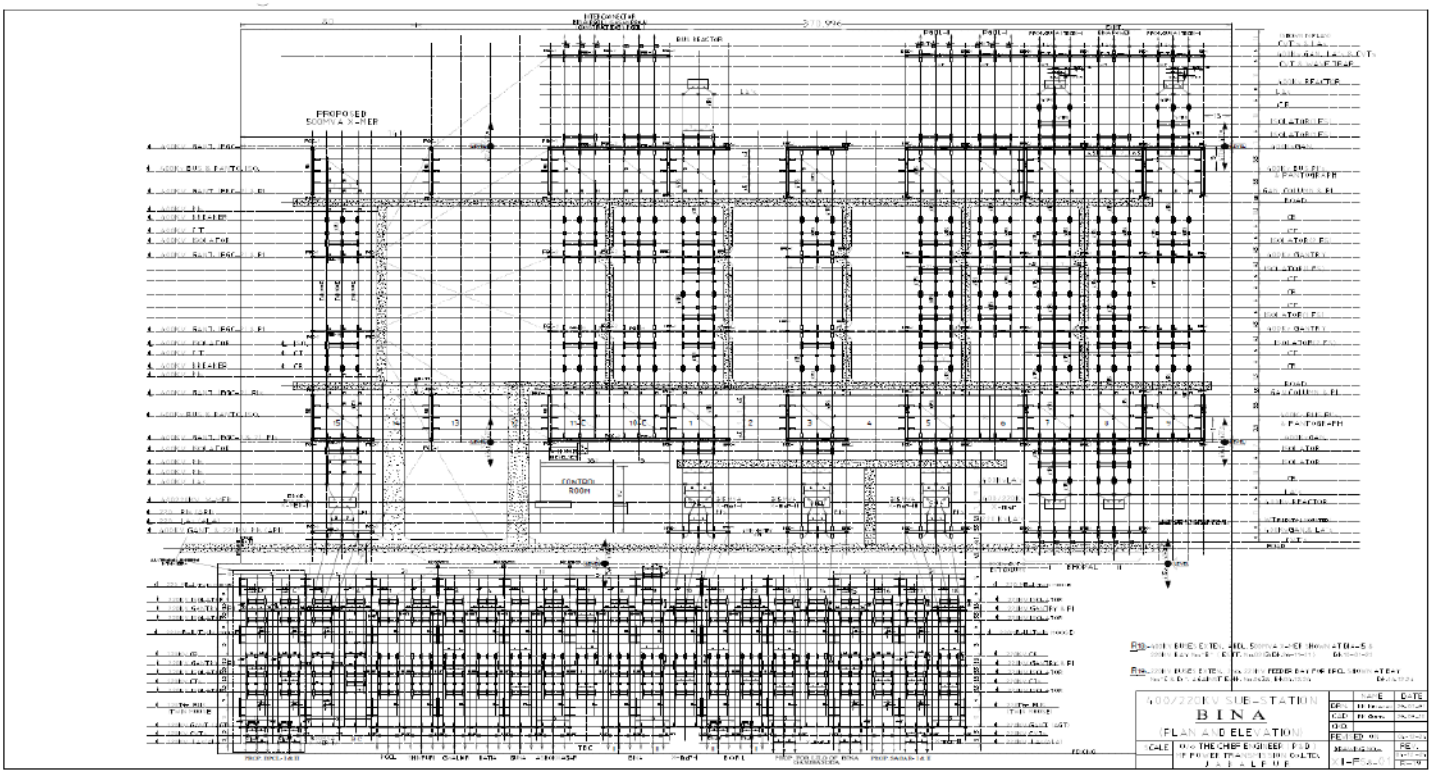

N
YARD & AREA FENCING
TO FALL
220 KV
33 KV
YARD FENCING
AREA FENCING
PROPOSED 220 KV JABALPUR
PLAN AND ELEVATION OF
220/132/33 KV SUB-STATION
BIRSINGHPUR
SCALE
DRAWING NO.
REV.
R9

2. Bina Substation- 400/220 kV

Single Line Diagram

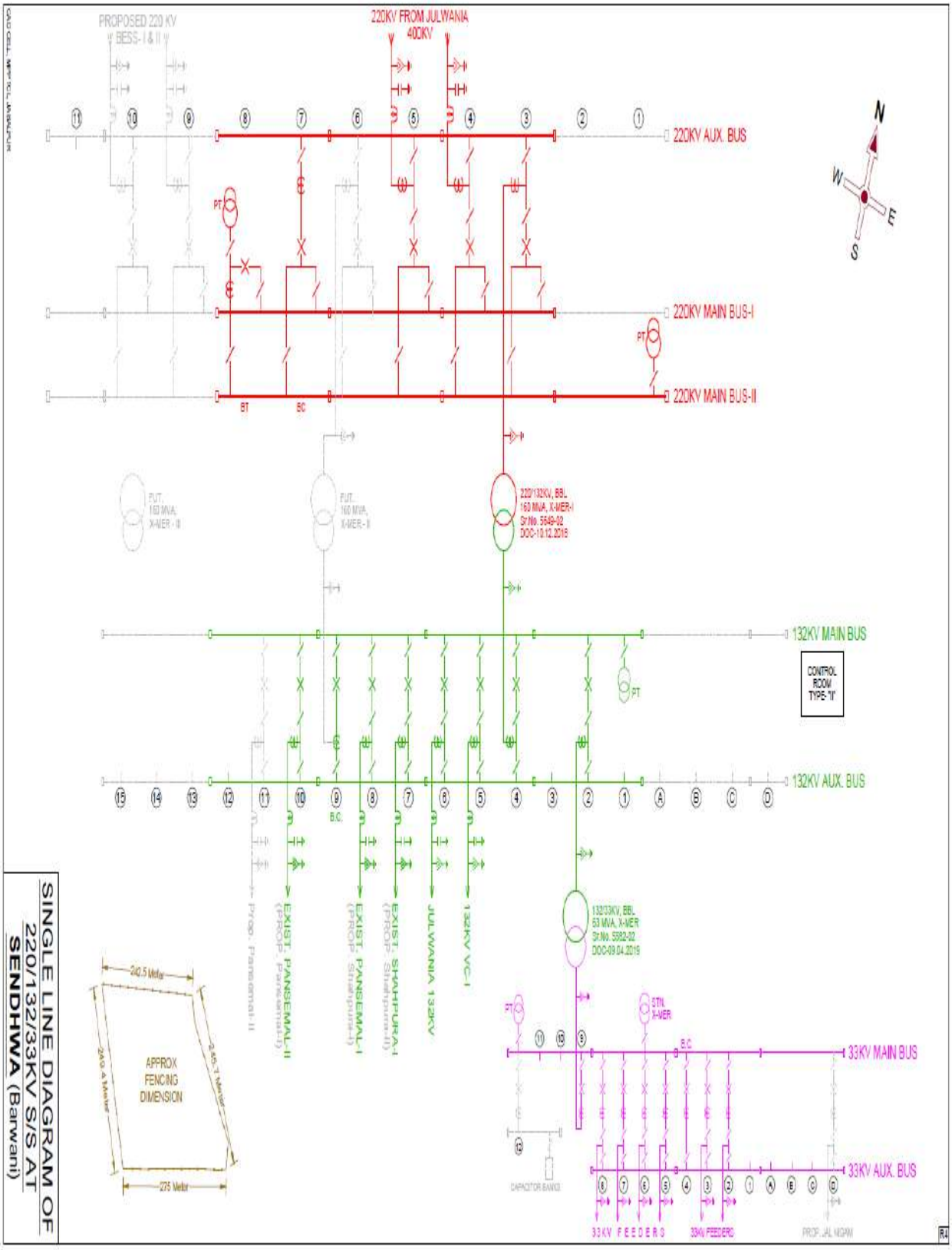


GA Layout

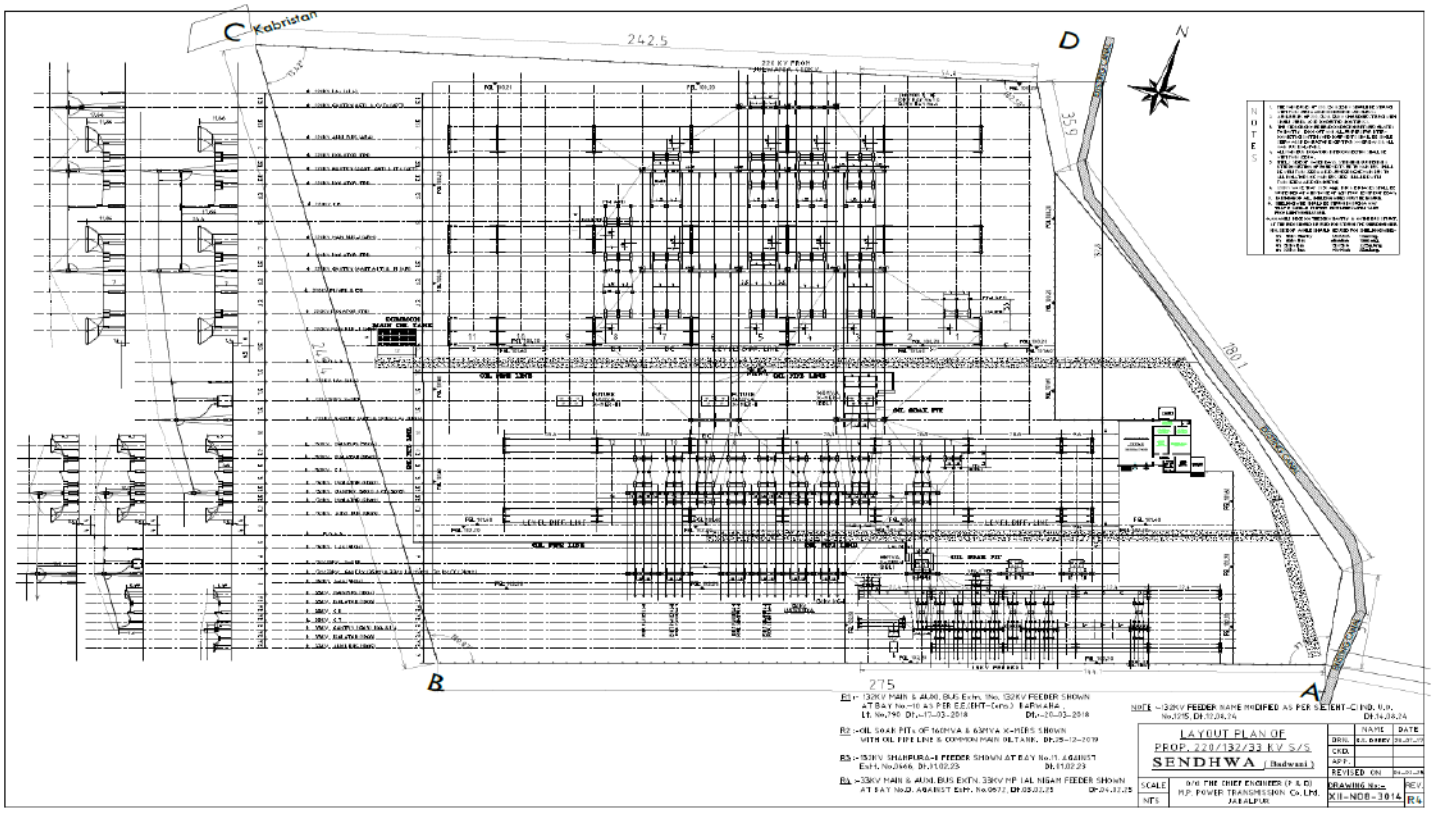


3. Sendhwa Substation- 220/132 kV

Single Line Diagram



GA Layout


Kabristan
242.5
D
N
359
180.1
275
B
A
LAYOUT PLAN OF
PROP. 220/132/33 KV S/S
SENDHWA (Badwani)
SCALE
NTS
DRAWING No.-
XII-NDB-3016
REV.
R4

Annexure-F: TECHNICAL PARAMETERS OF BESS, BESS CHARACTERIZATION AND PERFORMANCE PARAMETERS

A. Codes and Standards

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

Standard	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 nonacid 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 629335-1 + IEC 62933-5-2)	Electrical energy storage (EES) systems - Part 5-1: Safety considerations for gridintegrated EES systems – General specification / Standard for Energy Storage	Either UL9540 or (IEC 62933-5-1 + IEC 62933-52) is required for BESS system level

	Systems and Equipment	
Power Conditioning Unit Standards for BESS		
IEC 62909-1	Bi-directional grid connected power converters - Part 1: General requirements	
IEC 62909-2 (if applicable)	Bi-directional grid-connected power converters - Part 2: Interface of GCPC and distributed energy resources	
IEC 61683 Ed.1	Photovoltaic systems - Power conditioners - Procedure for measuring efficiency	
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)	

B. General Specifications

a. **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.

b. **Other Sub-systems/Components:** Other subsystems/components used in the BESS must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance.

c. **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.

d. **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.

e. **Warranty:** BESSD shall procure performance guarantees 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.

C. 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 the concerned authorities/organizations on line and/or through a report on regular basis every month for the entire duration of contract.
b. The SPDs shall provide access to the concerned authorities/organisations 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 the concerned authorities/organisations. This time series data shall be available from the Project SCADA system to facilitate monitoring and should include among others as stated before, 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 webbased 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.

D. Safe Disposal of unit Batteries from the BESS

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

DRAFT

BATTERY ENERGY STORAGE PURCHASE AGREEMENT

FOR

PROCUREMENT OF ___ MW/ ___ MWh ON LONG TERM BASIS

Between

…….. [Insert Name of BESSD]

And

M.P. Power Management Company Limited

……. [Insert month and year]

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

Between

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

And

MP Power Management Company Limited (MPPMCL), on behalf of the three Discoms viz Madhya Pradesh Madhya Kshetra Vidyut Vitaran Company Ltd, Madhya Pradesh Poorv Kshetra Vidyut Vitaran Company Ltd and Madhya Pradesh Paschim Kshetra Vidyut Vitaran Company Ltd. which are engaged in the distribution of electricity in their respective distribution area, in accordance with the "Management and Corporate Functions Agreement" executed on 05th June 2012, is authorized to procure power for the requirements of these Discoms, having its registered office at, Shakti Bhawan, Vidyuth Nagar, Rampur, Jabalpur, (M.P) 482008, (hereinafter referred to as "MPPMCL", or "Procurer" or "Buyer" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assignees) as a Party of the **Second Part**;

The BESSD and MPPMCL are individually referred to as 'Party' and collectively referred to as 'Parties'.

WHEREAS:

A. The Ministry of Power, Government of India has issued the "Guidelines for Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services" vide Resolution dated 10th March 2022, including subsequent amendments and clarifications thereof, if any, issued until **[Enter the last date of bid submission of the RfS]** and Guidelines for Viability Gap Funding (VGF) Scheme for development of Battery Energy Storage Systems (BESS) supported through Power System Development Fund (PSDF) dated 09th June 2025, including subsequent amendments and clarification thereof, in any, issued until **[Enter the last date of bid submission of the RfS]**.
B. MPPMCL has initiated a Tariff Based Competitive Bid Process for development of ___ MWh (___ MW X 2 hrs.) of Battery Energy Storage Project (Project) on the terms and conditions contained in the Request for Selection Documents (herein after referred to as 'RFS') issued by MPPMCL vide RfS No. _____ dated _____._____
C. MPPMCL has issued the Letter of Award No …….. dated _____ in favor of the **[Insert name of the Bidding Company]** for development and establishment of the ___ MW/___ MWh of "Project" or "BESS" in the State of Madhya Pradesh as per the terms and conditions

contained in the RfS, this Battery Energy Storage Purchase Agreement (BESPA) and other bidding documents as well as the conditions contained in the Letter of Award.

D. **…..[Insert Name of the Bidding Company]** has been selected in the Competitive Bidding Process {in case Bidding Company is executing the Project through SPV}, has constituted a **…… [Insert Name of the SPV]** (hereinafter referred to as 'BESSD'), for development, and supply of BESS Capacity of ___ MW/ ___MWh in the State of Madhya Pradesh and for making available of such Battery Energy Storage Capacity to MPPMCL.

E. MPPMCL has agreed to purchase such Battery Energy Storage Capacity from the BESSD.

F. In terms of the RfS and the Bidding Documents, the BESSD has furnished the Performance Bank Guarantee/POI/Insurance Surety Bond to the sum of INR _____ (In words) in favor of MPPMCL as per the format provided as a part of the Bidding Documents and a copy of the Bank Guarantee/PoI/Insurance Surety Bond as provided in Annexure-7.3B/7.3C/7.3G of RfS.

G. BESSD has fulfilled the terms of the RfS Documents and the terms of the Letter of Award for signing this BESPA as a definitive agreement for developing the "Project" (or "BESS") of ___MW/ MWh in the State of Madhya Pradesh and making available Battery Energy Storage Capacity by the BESSD to MPPMCL.

H. Viability Gap Funding: BESSD is eligible for grant of Financial Assistance in the form of Viability Gap Funding (VGF), to be released as per the provisions contained in the RfS and this agreement. In line with the sanction order, issued by the Ministry of Power dated 09.06.2025 and its amendments thereof, Projects selected under this RfS will be eligible for grant of Viability Gap Funding (VGF) support by the Government of India for development of Battery Energy Storage System, and the same will be disbursed through MPPMCL.

I. The parties have agreed to execute this BESPA in terms of the provisions of the RfS, the bidding documents and the Letter of Award in regard to the terms and conditions for development of the Project to be connected at_____ Substation in Madhya Pradesh on Build, Own Operate and for making available such Battery Energy Storage Capacity by the BESSD to MPPMCL.

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

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

"Act" or "Electricity Act, 2003"	shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;
"Adjusted Equity"	shall mean the Equity funded in Indian Rupees and adjusted on the first day of the current month (the "Reference Date"), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in Wholesale Price Index (WPI), and for any Reference Date occurring between the first day of the month of Appointed Date (the date of achievement of Financial Closure) and the Reference Date; a. On or before Commercial Operation Date (COD), the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and Reference Date. b. An amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the "Base Adjusted Equity"); After COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by X% (wherein X=100% / (12 * Term of BESPA)) thereof at the commencement of each month following the COD and the amount so arrived at shall be revised to the extent of variation in WPI occurring between the COD and the Reference Date; For the avoidance of doubt, the Adjusted Equity shall, in the event of termination, be computed as on the Reference Date immediately preceding the Transfer Date; provided that no reduction in the Adjusted Equity shall be made for a period equal to the duration, if any, for which the BESPA period is extended, but the revision on account of WPI shall continue to be made.
"Agreement" or "Battery Energy Storage Purchase Agreement" or "Storage Capacity Agreement" or	shall mean this Battery Energy Storage Purchase Agreement including its recitals and Schedules, amended or modified from time to time in accordance with the terms hereof;

"SCA" or "BESPA"	
"Appropriate Commission"	Unless otherwise stated, Appropriate Commission shall mean Madhya Pradesh Electricity Regulatory Commission;
"Annual Availability"	For a particular Contract Year, "Annual Availability" shall be the average availability of the Contracted BESS capacity during that particular Contract Year, calculated as per the RfS ;
"Bill Dispute Notice"	shall mean the notice issued by a Party raising a Dispute regarding a Monthly Bill or a Supplementary Bill issued by the other Party;
"Business Day"	shall mean with respect to BESSD and MPPMCL, a day other than Sunday or a statutory holiday, on which the banks remain open for business in Madhya Pradesh;
"Buying Entity" or "Buying Utility"	shall mean MPPMCL;
"CERC"	shall mean the Central Electricity Regulatory Commission of India, constituted under sub – section (1) of Section 76 of the Electricity Act, 2003, or its successors;
"CTU" or "Central Transmission Utility"	shall mean the Government Company notified by the Central Government under Sub-Section (1) of Section 38 of the Electricity Act, 2003.
"Change in Law"	shall have the meaning ascribed thereto in Article 12 of this Agreement;
"Commissioning"	The Project will be considered as commissioned if all equipment as per rated Project Capacity has been installed, synchronized with Grid demonstrated all required parameters as per procedure in Schedule 3 of this Agreement.
"Commercial Operation Date (COD)"	shall mean the date of next day on which the Project Capacity or the last part capacity of the Project (as the case may be) has achieved successful commissioning (as per provisions of this Agreement and RfS Documents).
"Due Date"	for monthly bills (including all the relevant documents) shall mean the forty-fifth (45^{th}) day and for supplementary bills it shall mean sixtieth (60^{th}) day from the date bill is received in hard copy at MPPMCL RO Bhopal. The hardcopy of the bill shall be submitted on or before 2 PM of any working day shall be the construed as zero date and in case the bill is

	submitted after 2 PM then next working day shall be construed as zero date.
"Competent Court of Law"	shall mean any court or tribunal or any similar judicial or quasi- judicial body in Madhya Pradesh that has jurisdiction to adjudicate upon issues relating to this Agreement.
"Consents, Clearances and Permits"	shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the Project and providing energy storage facility under this Agreement;
"Consultation Period"	shall mean the period of ninety (90) days or such other longer period as the Parties may agree, commencing from the date of issuance of a BESSD Preliminary Default Notice or MPPMCL Preliminary Default Notice as provided in Article 13 of this Agreement, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances;
Contract Year"	shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that: (i) in the financial year in which the Scheduled Commissioning Date 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 March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement
"Contracted Capacity"	shall mean ___MW/ ___ MWh, which is the Energy Storage Capacity contracted with MPPMCL for supply by the BESSD to DISCOMs at the Delivery Point from the Project. For avoidance of any doubt it is clarified that it shall be the sole responsibility of BESSD to make all required arrangements including physical-techno-commercial demarcation.
"Controlling Shareholding"	shall mean more than 50% of the voting rights and paid-up share capital in the Company/ Consortium.
"Day"	shall mean a day, if not a Business Day, the immediately succeeding Business Day.

"Debt Due"	shall mean the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date: a. The principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the 'Principal') but excluding any part of the principal that had fallen due for repayment 2 (two) years prior to the Transfer Date; b. All accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in sub-clause (a) above until the Transfer Date but excluding: (i) any interest, fees or charges that had fallen due 2 (two) years prior to the Transfer Date, (ii) any penal interest or charges payable under the Financing Agreements to any Senior Lender, (iii) any prepayment charges in relation to accelerated repayment of debt except where such charges have arisen due to Procurer Default, and (iv) any Subordinated Debt which is included in the Financial Package and disbursed by equity investors or their Affiliates for financing the Total Project Cost. Provided that if all or any part of the Debt Due is convertible into Equity at the option of Senior Lenders and/or the Concessionaire, it shall for the purposes of this Agreement be deemed not to be Debt Due even if no such conversion has taken place and the principal thereof shall be dealt with as if such conversion had been undertaken. Provided further that the Debt Due, on or after COD, shall in no case exceed 80% (eighty percent) of the Total Project Cost
"Delivery Point"	shall mean the interconnection point at the voltage level of **____ kV S/S _____Madhya Pradesh** Sub-station including the dedicated transmission line (if any) connecting the Project with the substation system as specified in the RfS document. Metering shall be done at this interconnection point where the power is injected into / drawn. For interconnection with grid and metering, the BESSD shall abide by the relevant and applicable regulations, Grid Code notified by the CERC / MPERC or (and) Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time, or orders passed thereunder by the appropriate commission or CEA. Subject to provisions of this Agreement, for the Contracted Capacity, all charges and losses for charging, storing of energy and offtake of power shall be to the account of the Buying Entities. However, any charges / losses (if any) as per extant regulations / guidelines which are to be borne by the BESSD shall be borne by the BESSD. Moreover, any penalty or cost like deviation settlement mechanism etc. up to delivery point which is not attributable to Buying Entity shall be borne by the BESSD.

“Event of Default”	shall mean the events as defined in Article 13 of this Agreement;
“Expiry Date”	Shall mean the date occurring as on twelve (12) years from the Scheduled Commissioning Date (SCD) or the date of full commissioning of the Project, whichever is later, subject to the condition that the storage capacity shall be made available to MPPMCL for a period up to 12 years from the from the Scheduled Commissioning Date (SCD) or the date of full commissioning of the Project, whichever is later, unless extended by the Parties as per this Agreement;
“Financial Closure”	shall mean compliance with the requirements under Article 3.1 of this Agreement;
“Financing Agreements”	shall mean the agreements pursuant to which the BESSD has sought financing for the Project including the loan agreements, security documents, notes, indentures, security agreements, letters of credit and other documents, as may be amended, modified, or replaced from time to time, but without in anyway increasing the liabilities of MPPMCL;
"Force Majeure" or “Force Majeure Event”	shall have the meaning ascribed thereto in Article 11 of this Agreement;
“Guidelines” or “Scheme”	shall mean the Guidelines for “Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services” issued by the Ministry of Power vide Gazette Resolution dated 10th March 2022, including subsequent amendments and clarifications, issued until the last date of bid submission of the referred RfS and Guidelines for Viability Gap Funding (VGF) Scheme for development of Battery Energy Storage Systems (BESS) supported through Power System Development Fund (PSDF) dated 09th June 2025, including subsequent amendments and clarification thereof, in any, issued until the last date of bid submission of the referred RfS;
"Grid Code" / “IEGC” or “State Grid Code”	shall mean the Grid Code specified by the CERC under Clause (h) of Sub-section (1) of Section 79 of the Electricity Act, as amended from time to time, and/or the State Grid Code as specified by the concerned State Commission, referred under Clause (h) of Sub- section (1) of Section 86 of the Electricity Act 2003, as applicable;
“ISTS”	shall mean the Inter-State Transmission System;
InSTS	shall mean the Intra-State Transmission System;

“Indian Governmental Instrumentality”	shall mean the Government of India, Governments of Madhya Pradesh and any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or the above state Government(s) or both, any political subdivision of any of them; including any court or Appropriate Commission(s) or tribunal or judicial or quasi-judicial body in India;
“Insurances”	shall mean the insurance cover to be obtained and maintained by the BESSD in accordance with Article 8 of this Agreement;
"Interconnection Facilities"	shall mean the facilities on BESSD’s side of the Delivery Point for scheduling, transmitting and metering the electrical output in accordance with this Agreement and which shall include, without limitation, all other transmission lines and associated equipment, transformers, relay and switching equipment and protective devices, safety equipment and RTU, Data Transfer and Acquisition facilities for transmitting data subject to Article 7, the Metering System required for supply of power as per the terms of this Agreement;
“Procurer” or “Nodal Agency	shall mean M.P. Power Management Company Limited (MPPMCL);
“Invoice” or “Bill”	shall mean either a Monthly Bill / Supplementary Bill or a Monthly Invoice/ Supplementary Invoice raised by any of the Parties;
“Joint Control”	shall mean a situation where none of the promoter shareholders has more than 50% shareholding in the paid-up share capital and voting rights in the BESSD, and the control is exercised jointly;
“Late Payment Surcharge”	shall have the meaning ascribed thereto in Article 10.3.3 of this Agreement;
“Letter of Credit” or “L/C”	shall have the meaning ascribed thereto in Article 10.4 of this Agreement;
“MNRE”	shall mean the Ministry of New and Renewable Energy, Government of India;
“MoP”	shall mean the Ministry of Power, Government of India;
"Month"	shall mean a period of thirty (30) days from (and excluding) the date of the event, where applicable, else a calendar month;
"Party" and "Parties"	shall have the meaning ascribed thereto in the recital to this Agreement;

"Payment Security Mechanism"	shall have the meaning ascribed thereto in Article 10.4 of this Agreement;
"Performance Bank Guarantee" or "PBG"	shall mean the irrevocable unconditional bank guarantee, submitted by the BESSD to MPPMCL in the form attached hereto as Schedule1
"Battery Energy Storage Project" or "Project" or "BESPROJECT", "Battery Energy Storage Systems" or "BESS"	shall mean the system/projects of ___MW/__MWh, located at **__ kV S/s _____** in Madhya Pradesh. [name of the District] and State] having a separate control system, metering and single point of injection into the grid at Delivery/Interconnection/Metering point at substation and utilizing methods and technologies such as electrochemical batteries (Lead Acid, Li-ion, solid state batteries, flow batteries etc.), providing a facility that can store energy and deliver the stored energy in the form of electricity, including ancillary facilities (grid support, for example). It also includes all units and auxiliaries, Battery Energy Management System including associated applications / software; bay/s for transmission system in the switchyard, dedicated transmission line up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility; whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of above mentioned Battery Energy Storage Capacity as per this Agreement;
"Preliminary Default Notice"	shall have the meaning ascribed thereto in Article 13 of this Agreement;
"Project Capacity"	Shall mean __MW/__ MWh [as per LoA] of BESS, which [Insert name of BESSD] is required to Build Own Operate and supply such Battery Energy Storage Capacity as per provisions of this Agreement read harmoniously with RfS Documents and LOA.

"Prudent Utility Practices"	shall mean the practices, methods and standards that are generally accepted internationally from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation and maintenance of Energy Storage System equipment and which practices, methods and standards shall be adjusted as necessary, to take account of: a) operation and maintenance guidelines recommended by the manufacturers of the plant and equipment to be installed / used for the Project Battery Energy Storage Project; the requirements of Indian Law; and the physical conditions at the site of the Project; Installation, Operation, Maintenance and Safety Guidelines / Rules / Regulations for BESS / Projects / Power Projects issued by Central Government Instrumentality
"RBI"	shall mean the Reserve Bank of India;
"Rebate"	shall have the same meaning as ascribed thereto in Article 10.3.4 of this Agreement;
"RLDC"	shall mean the relevant Regional Load Dispatch Centre established under Sub-section (1) of Section 27 of the Electricity Act, 2003;
"RPC"	shall mean the relevant Regional Power Committee established by the Government of India for a specific region in accordance with the Electricity Act, 2003 for facilitating integrated operation of the power system in that region;
"Rupees", "Rs.", "₹"	shall mean Indian rupees, the lawful currency of India;
"Scheduled Commissioning Date" or "SCD" of the Project	shall mean ..... [Insert Date];
"SERC"	shall mean the Electricity Regulatory Commission of any State in India constituted under Section-82 of the Electricity Act, 2003 or its successors, and includes a Joint Commission constituted under Subsection (1) of Section 83 of the Electricity Act 2003;
"SLDC"	shall mean the center established under Sub-section (1) of Section 31 of the Electricity Act 2003, relevant for the State(s) where the Delivery Point is located;

“SLDC Charges”	shall mean the charges levied by the SLDC of the state wherein the Project is located;
“State Transmission Utility” or “STU”	shall mean the Board or the Government company notified by the respective State Government under Sub-section (1) of Section 39 of the Act;
"Tariff" or “Applicable Tariff”	Shall have the same meaning as provided for in Article 9 of this Agreement;
"Tariff Payment"	shall mean the payments to be made under Monthly Bills as referred to in Article 10 and the relevant Supplementary Bills;
“Termination Notice”	shall mean the notice given by either Parties for termination of this Agreement in accordance with Article 13 of this Agreement;
"Term of Agreement"	shall have the meaning ascribed thereto in Article 2 of this Agreement;
“Unit/Part Commissioning”	Subject to the compliance of conditions / procedure as detailed under Schedule-3 of this Agreement, Unit / Part Commissioning shall mean the Energy Storage Power Capacity (AC MW/ AC MWh) to be commissioned as per provisions of this Agreement and RfS document. Subject to other applicable provisions, the minimum part commissioning capacity for the 1st part will be 50 MW. The total number of instalments / phases / parts in which a Project can be commissioned will be not more than3 , i.e., 1st Part of min.50 MW and 2 subsequent parts;
“Unit Commercial Operation Date (UCOD)”	shall mean the date of the next day of commissioning of the respective part(s) of the Battery Energy Storage Project subsequent to the demonstration of the compliance of commissioning as per this Agreement and witnessed by the Committee (as applicable) duly constituted and also start of injection / drawl and scheduling of power from the BESS at the Delivery Point and availability / installation of all necessary arrangements / equipment including RTU for scheduling of power generated from the Project and transmission of data to the concerned authority as per applicable regulation;
“Viability Gap Funding (VGF)”	Viability Gap Funding is financial support for BESS to be provided by the Central Government to BESSD through Implementing Agency. The VGF shall be a non-recurring expenditure and shall be fully funded from central grant. VGF amount eligible for BESS Developer is limited to the amount calculated @ INR 18,00,000 / MWh (Rupees Eighteen Lakhs per MWh)

"Week"	shall mean a calendar week commencing from 00:00 hours of Monday, and ending at 24:00 hours of the following Sunday;

1.2 Interpretation

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

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

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

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

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

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

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

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

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

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

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

1.2.11 A Law shall be construed as a reference to such Law including its amendments or re- enactments from time to time;

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

1.2.13 Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part;

1.2.14 The tables of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement;

1.2.15 All interest, if applicable and payable under this Agreement, shall accrue from day to day and be calculated on the basis of a year of three hundred and sixty- five (365) days;

1.2.16 The words “hereof” or “herein”, if and when used in this Agreement shall mean a reference to this Agreement;

1.2.17 The terms “including” or “including without limitation” shall mean that any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided;

1.2.18 This Agreement and other documents such as Request for Selection Documents, Guidelines including subsequent clarifications, amendments and further clarifications in regard to the tender shall be read in conjunction with each other and interpreted in harmonious manner. However, in case of any mismatch/contradiction between provisions of different documents, following shall be the order of precedence:

1. Battery Energy Storage Purchase Agreement (BESPA)
2. RfS Document including its corrigendum/amendments & Letter of Award

ARTICLE 2: TERM OF AGREEMENT

2.1 Effective Date

2.1.1 This Agreement shall come into effect from_____(date) and such date shall be referred to as the Effective Date.

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

2.1.3 Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either party against the other under this Agreement shall be that, within 120 days after the Effective Date of the BESPA, MPPMCL shall obtain adoption of tariff from MPERC (as applicable), on the terms and conditions contained in this Agreement read with the terms and conditions contained between MPPMCL and the BESSD. The Parties agree that in the event, the order of adoption of tariff as mentioned above is not issued by the MPERC within the time specified above, the provisions of Article 2.1.4 shall apply.

2.1.4 In case the order from the MPERC is issued within the timeline as per Article 2.1.3, no extension for Financial Closure or Scheduled Commissioning Date shall be given. However, if the requisite MPERC order is issued after the timeline as per Article 2.1.3, this shall entail a corresponding extension in Scheduled Financial Closure and the Scheduled Commissioning Date for equal number of days for which the MPERC order has been delayed beyond such period as specified in Article 2.1.3.

2.2 Term of Agreement

2.2.1 Subject to Article 2.3 and 2.4 of this Agreement, this Agreement shall be valid for a term from the Effective Date until the Expiry Date. This Agreement may be extended for a further period at least one hundred eighty (180) days prior to the Expiry Date, on mutually agreed terms and conditions. Any extension of BESPA period beyond the term of the BESPA may be extended mutually for a period upto 3 years at a 50% of the BESPA Tariff which shall be intimated by MPPMCL subject to approval of MPERC. Provided the Minimum Dispatchable Energy after 10 years is more than 75% of the Contracted Capacity and the Year to year capacity degradation remains less than 2.5% after the twelve year period with RtE remaining more than 85 % provided that the arrangements with the land and infrastructure owning agencies, the relevant transmission utilities and system operators permit operation of the Project beyond the initial period of 12 years.

2.2.2 After completion of the scheduled term of the BESPA, the BESSD shall be responsible for handing back, restoring, or otherwise dealing with the project land strictly in accordance with the lease/ownership arrangements executed by it at the time of acquisition. MPPMCL shall have no obligation with respect to land restoration or handover.

2.2.3 Not used.

2.3 Early Termination

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

2.4 Survival

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

ARTICLE 3: CONDITIONS SUBSEQUENT

3.1 Satisfaction of conditions subsequent by the BESSD

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

i. BESSD's own cost and risk by……[Enter the date as on Six (6) Months after the Effective Date] BESSD shall make Project financing arrangements (i.e. arrangement of necessary funds by the Battery Energy Storage System Developer towards 100 % project cost either by way of commitment of funds by the Company from its internal resources (by a resolution passed by the Board of Directors) and/or tie up of funds through a bank/financial institution by way of sanction of a loan or firm commitment letter agreeing to finance) for Projects(s) and shall provide necessary certificates to MPPMCL in this regard;

ii. Detailed Project Report (DPR) of the Project, detailing out project configuration and proposed commissioning schedule of the Project.

iii. The BESSD shall also submit to MPPMCL the relevant documents as stated above, complying with the Conditions Subsequent, within Six (6) months from the Effective Date.

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

3.2 Consequences of non-fulfilment of conditions subsequent and financial closure

3.2.1 In case of a failure to submit the documents as above, MPPMCL shall encash the PBG/POI/ Surety Bond submitted by the BESSD, terminate this Agreement by giving a notice to the BESSD in writing of at least seven (7) days, unless the delay (subject to the condition that BESSD has made/ is making all possible efforts) is caused due to a Force Majeure event. Unless extended as per the provisions of Article 3.2.2 of this Agreement in writing, the termination of the Agreement shall take effect upon the expiry of the 7th day of the above notice.

3.2.2 Extension, without any impact on the Scheduled Commissioning Date, can however be considered, on the sole request of BESSD, on payment of Rs. 1,000/- per day per MW to MPPMCL. Such extension charges are required to be paid to MPPMCL in advance, for the period of extension required. In case of any delay in depositing this extension charge, BESSD shall pay an interest on this extension charge for the days lapsed beyond due date of Financial Closure @ one-year SBI MCLR plus five percent . In case such delay in making payment of the extension charges to MPPMCL is more than 7 days, the termination of the Agreement shall take effect upon the expiry of such 7^{th} day.. In case of

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

3.2.3 For the avoidance of doubt, it is clarified that this Article shall survive the termination of this Agreement.

3.2.4 In case of inability of the BESSD to fulfil the conditions specified in Article 3.1 due to any Force Majeure event, the time period for fulfilment of the Conditions Subsequent and Financial Closure as mentioned in Article 3.1, shall be extended for the period of such Force Majeure event. Further, any delay in adoption of tariff by the Appropriate Commission, beyond 120 (one hundred twenty days) days after the Effective Date of this Agreement, shall entail a corresponding extension in the deadline as stipulated in Article 3.1.

3.2.5 Provided that due to the provisions of this Article 3.2.1, any increase in the time period for completion of conditions subsequent and financial closure mentioned under Article 3.1, shall also lead to an equal extension in the Scheduled Commissioning Date.

3.3 Performance Bank Guarantee/Payment on Order Instrument (POI)/Insurance Surety Bond

3.3.1 The Performance Bank Guarantee (PBG)/ Payment on Order Instrument (POI)/Surety Bond having validity from the date of submission of PBG/POI /Surety Bond until 12 Months after the SCD submitted for a value of INR. _____ (In Words)) to be furnished under this Agreement shall be for guaranteeing the commencement of the supply (injection / drawl) of power / energy up to the Project Capacity within the time specified in this Agreement as per Schedule 1.

3.3.2 The failure on the part of the BESSD to furnish and maintain the PBG/POI/Surety Bond shall be a material breach of the term of this Agreement on the part of the BESSD.

3.3.3 If the BESSD fails to commence supply of power from the SCD specified in this Agreement or any further extension thereof granted by MPPMCL, subject to conditions mentioned in Article 4.5, MPPMCL shall encash the PBG/POI/Surety Bond equivalent to the amount calculated as per liquidated damages applicable under Article 4.5. as on the date of encashment without prejudice to the other rights of MPPMCL under this Agreement.

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

3.4.1 Subject to Article 3.3, MPPMCL shall return / release the PBG/POI/Surety Bond within 45 days after the successful Commissioning of the Project after taking into account any liquidated damages / penalties due to delays in commissioning as per provisions stipulated in this Agreement.

3.4.2 The return / release of the PBG/POI/Surety Bond shall be without prejudice to other rights of MPPMCL under this Agreement.

ARTICLE 4: CONSTRUCTION & DEVELOPMENT OF THE PROJECT

4.1 BESSD's Obligations

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

a) The BESSD shall be solely responsible and make arrangements for land near _____ Substation & associated infrastructure for development of the Project and for Connectivity with the InSTS system for confirming the availability of power system required for supply of power by the SCD and all clearances related thereto at the _____ S/s

On or before the SCD, the BESSD shall demonstrate possession of 100% (Hundred Percent) of the land required for the Project, either through ownership or valid registered lease/right-to-use arrangements, for a period not less than the complete Term of this Agreement. Such land shall be free from all encumbrances, disputes, mortgages, liens or easement issues that may affect the Project.

b) For this purpose, the BESSD shall submit registered ownership/lease documents, together with a sworn affidavit from its authorized signatory certifying that the land is under its clear possession and free from encumbrances and confirming unrestricted access to the site. The BESSD shall indemnify and hold harmless MPPMCL against any claim, loss or dispute arising from land title, possession or use. The BESSD shall be solely responsible and make arrangements for associated infrastructure & land near EHV Substation for development of the Project and for Connectivity with the InSTS till Delivery Point for confirming the evacuation of power by the SCD and all clearances related thereto. However, it is clarified that the Project shall be interconnected to _____Substation in Madhya Pradesh. Connectivity has been assured to be provided to the BESSD, and necessary applications in this regard, will be required to be made by the BESSD. All the requisite costs associated including fees with obtaining connectivity shall be borne by the BESSD.

c) Obtaining all Consents, Clearances and Permits as required and maintaining all Consents, Clearances and Permits in full force and effect during the Term of this Agreement. MPPMCL shall have no obligation to recommend to any department/agency or the Govt. for the grant/permission for the Project. The BESSD shall, on his own, obtain permissions/ sanctions from Government authorities, if any required for establishing and operating (including for Charging and Discharging from BESS) the project. Any steps that may be taken by MPPMCL in regard to grant of such consents and permits or any other approval to be taken by the BESSD shall only be a voluntary endeavor with no intention of being bound by any legal or binding obligation.

d) The BESSD shall ensure minimum local content of 20 % of the total project cost in line with the MoP, GOI letter dated 24th December 2025, same shall be demonstrated and ascertained by MPPMCL.

e) The BESSD shall ensure that refurbished battery cells are not used in this project.

f) Designing, constructing, erecting, commissioning, completing and testing the Project in accordance with the applicable Law, the Grid Code, the terms and conditions of this Agreement and Prudent Utility Practices

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g) The commencement of supply of power / energy up to the Contracted Capacity to MPPMCL no later than the SCD and continuance of the supply of power throughout the term of the Agreement;
h) Connecting the Project switchyard with the Interconnection Facilities at the Delivery Point; The BESSD shall make adequate arrangements to connect the Project switchyard with the Interconnection Facilities at Interconnection / Metering / Delivery Point.
i) Owning the Project throughout the Term of Agreement free and clear of encumbrances, except those expressly permitted under Article 15.
j) Maintaining its shareholding pattern as per provisions of the RfS Document.
k) Fulfilling all other obligations required to be undertaken by the BESSD under this Agreement for development of Project in Build, Own, Operate basis and supply of BESS Capacity during Term of this Agreement and as per provisions of this Agreement, RfS and LOA.
l) The BESSD shall be responsible to for directly coordinating and dealing with the State Load Dispatch Center, Regional Power Committees, and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of Stored Energy Capacity and due compliance with deviation and settlement mechanism and the applicable Grid code/State/Central Regulations, acknowledging that the BESSD is the Grid connected entity.
m) The BESSD shall fulfil the technical requirements according to criteria mentioned under Annexure A–Technical requirement for Project under the Guidelines and RfS.
n) Further, the Project being implemented under this Agreement shall fulfil the criteria as per Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, and subsequent amendments and clarifications thereof,
o) As part of scheduling of power / energy from / to the Project for discharging / charging, the BESSD will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces of the SLDC concerned for the corridor of power flow, as per the Regulations in force, under intimation to MPPMCL and in consultation with MPPMCL. MPPMCL may facilitate in identification of any discrepancy and assist the BESSD for its early rectification without any liability on MPPMCL. The BESSD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices / penalty.
p) Not used.
q) Not used.
r) For the Project being implemented under this Agreement, the BESSD shall submit a detailed completion Schedule for the Project prior to the signing of BESPA. Broad details to be captured in the Schedule are the land procurement, grid connectivity; order, supply and erection status of various Project components; financial arrangement/ tie up etc. The BESSD shall also submit the progress report to MPPMCL in a form acceptable to MPPMCL and shall contain percentage completion achieved compared with the planned percentage completion for each activity, and any such other information as required by MPPMCL. The BESSD shall be required to submit the progress status of Project to MPPMCL as and when requested by MPPMCL, strictly within the timelines provided by MPPMCL. Further, on 5^{th} day of every calendar month, the BESSD shall be required to submit the Project progress status as per Annexure-E of the RfS or the

format as desired by Buying Entity. In case of failure to comply with the same, MPPMCL at its discretion, may or may not consider the SCD extension request of the BESSD, if any.

4.2 Information regarding Interconnection Facilities

4.2.1. The BESSD shall be required to obtain all information from the STU/concerned authority with regard to the Interconnection Facilities as is reasonably necessary to enable it to design, install and operate all interconnection facilities on the BESSD's side of the Delivery Point to enable injection / drawl of electricity at the Delivery Point. The transmission of power / energy to / from up to the point of interconnection where the metering is done for energy accounting shall be the responsibility of the BESSD at its own cost.

4.2.2. Penalties, fines and charges imposed by the STU under any statute or regulation in relation to delay in commissioning of Project shall be payable by the BESSD to the extent the delay is attributable to the BESSD.

4.2.3. The responsibility of getting connectivity with the transmission system up to the Interconnection Point, will lie with the BESSD. The transmission of power up to the point of interconnection where the metering is done for energy accounting shall be the responsibility of the BESSD at its own cost. The maintenance of Transmission system up to the designated point as per the applicable terms and conditions shall be the responsibility of the BESSD. All costs, charges and losses up to and including at the Interconnection Point associated with this arrangement will also be borne by the BESSD.

4.2.4. The BESSD shall be responsible for obtaining Connectivity and executing connectivity agreement as per applicable regulation of Hon'ble MPERC, for evacuation of the Contracted Capacity and maintaining it throughout the term of the Agreement.

4.2.5. The arrangement of connectivity shall be made by the BESSD through a transmission line, if applicable. The entire cost of transmission including cost of construction of line, Bay, etc or any other charges, losses etc. from the Project up to the Interconnection Point will be borne by the BESSD.

4.2.6. Not used.

4.2.7. Following studies may be conducted (not limited to below) by BESSD in this regard:

i. Harmonic studies considering network and BESS system along with flicker studies
ii. Transient and dynamic studies
iii. Small signal stability studies
iv. Sub-Synchronous Oscillations/ Sub-Synchronous Resonance / Sub-
v. Synchronous Torsional Interaction studies vi. Sub-synchronous control interactions studies between different converter based equipment.

4.2.8. In addition, BESS system shall comply to requirements/performance parameters stipulated in Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 and its amendments.

4.2.9. Communication Equipment Requirement at BESS end:

BESSD will provide UGFO/Approach cable (having minimum 12 Fibers) from BESS end to the ____S/s control room. BESSD will provide FOTE (STM-16) terminal equipment, FODP and PMU at the BESS end.

4.2.10. Communication Equipment Requirement at InSTS end:

BESSD will provide communication equipment's as per 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 Application Software of the Energy Management System (EMS) of the BESS shall be developed indigenously within India"

4.3 Right to Project Capacity

4.3.1 MPPMCL, in any Contract Year except for the Contract Year ending on 31st March immediately after COD of the Project, shall not be obliged to off-take any capacity beyond / over and above Contracted Capacity.

Moreover, during a day in any Contract year, BESSD shall not be asked as well as BESSD shall not be allowed to schedule for more than 2 Cycles / day. For the purpose of this Agreement, Cycle shall mean charging of the BESS upto the Contracted capacity followed by discharge of such stored energy including any intervening resting period as specified in the RfS Document.

For example, for the feasible substation capacity of 250 MW, Project Capacity / Contracted Capacity should be 250 MW, the BESPA shall entitle the off-taker to schedule discharge up to 500 MWh of energy from the BESS in each cycle, subject to the following:

i. MPPMCL 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 50 MW/100 MWh, assuming an RtE of 85%, MPPMCLs shall supply charging power to the tune of 117.7 MWh, to expect a discharge of 100 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 Article 4.4.2.(c) and shall be limited to the quantum specified for the immediately previous year, as specified in Article 4.3.2.(c)
For example, during the 3rd Year after COD, the energy scheduled for discharge from 75 MW capacity shall be more than or equal to 75x0.925x2 = 138.75 MWh

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

a) **Minimum Annual Availability of 95%:** During any Contract Year for the Contracted Capacity, BESSD shall be required to maintain minimum annual average

availability of 95%. Annual Availability shall be calculated as per methodology given in the RfS document.

In case of shortfall in meeting the above criteria, the BESSD shall be levied liquidated damages for such shortfall and shall duly pay such damages to MPPMCL. Amount of such liquidated damages shall be twice the Capacity Charges (Capacity Charges shall mean Applicable Tariff as defined under Article 9 of the BESPA) for the capacity not made available.

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

b) **Round Trip Efficiency**: The BESSD shall maintain AC to AC roundtrip efficiency (RtE) 85% of system on a monthly basis. Calculation of Round-Trip Efficiency shall be as per the methodology specified in RfS.

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

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

ii. For 70% ≤ RtE < 85%, there shall be a liquidated damage levied @ APPC tariff of previous financial year of the Discoms of excess conversion losses considering system RtE = 85%;

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

iv. $$System\ Roundtrip\ Efficiency = \frac{Sum\ Total\ of\ Actul\ Injection\ or\ Discharging\ MUsj\ in\ a\ month\ (C)}{Sum\ Total\ of\ Actual\ Drawl\ or\ Charging\ MUsj\ in\ a\ month\ (D)}$$

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

Year	Min. Dispatchable Capacity at the end of Year (as a % of Capacity at the Beginning of Life/COD)
1	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%

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

4.3.3 Shortfall in meeting Performance Criteria

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

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 MPPMCL

Liquidated damages on account of shortfall in meeting the minimum Availability criteria as per Clause 4.3.2., will be computed as follows:

Liquidated Damages = (A-B) X C X D X n X 2

where,

A is Guaranteed Annual Availability as per Clause 4.3.2.a. above;

B is Actual Annual System Availability, as calculated as per schedule-2

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 Article 4.3.2 (b), additional Liquidated Damages for the unavailability of the required minimum RtE shall be applicable for the entire month.

For avoidance of any doubt, liquidated damages as specified above are mutually exclusive and independent, therefore, in case of levying of liquidated damages against Annual Availability and Round-Trip Efficiency, both damages shall be payable by the

BESSD. Illustrations regarding calculation of liquidated damages are provided at Schedule-2 of this Agreement.

4.4 Extensions of Time

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

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

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

4.4.2 Any delay beyond 120 days from the Effective Date of BESPA in issuance of Order for the adoption of tariff by Hon'ble MPERC, shall entail a corresponding extension in Scheduled Financial Closure and the Scheduled Commissioning Date for equal number of days for which the MPERC order has been delayed beyond such period of 120 days from the Effective Date of BESPA.

4.4.3 In case of extension due to reasons specified in Article 4.4.1(b) and (c), and if such Force Majeure Event continues even after a maximum period of 180 days from the date of the Force Majeure Notice, any of the Parties may choose to terminate the Agreement as per the provisions of Article 11.10. In case neither party terminates the Agreement under this clause, the Agreement shall stand terminated on the expiry of twelve (12) months of the continuation of the Force Majeure event unless the parties mutually agree to extend the Agreement for the further period.

4.4.4 If the Parties have not agreed within thirty (30) days after the affected Party's performance has ceased to be affected by the relevant circumstance, on the time period by which the SCD or the Expiry Date should be deferred, either Party may raise the Dispute to be resolved in accordance with Article 16.

As a result of such extension on account of Article 4.4.1 or Article 4.4.2, the newly determined SCD and newly determined Expiry Date shall be deemed to be the SCD and the Expiry Date for the purposes of this Agreement.

4.4.5 Subsequent to grant of connectivity, in case there is a delay in readiness of the substation at the Delivery Point 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 Article 4.2.4 of this Agreement
ii. The BESSD has adhered to the applicable Regulations/Procedures in this regard as notified by the MPERC/STU, and
iii. The delay in grant of connectivity by the STU and/or delay in readiness of the substation at the Delivery Point, is a factor attributable to the STU/transmission licensee and is beyond the control of the BESSD;

The above shall be treated as delays beyond the control of the BESSD and SCD for such Projects shall be revised as the date as on 30 days subsequent to the readiness of the Delivery Point and/or operationalization of the Grid Access. Decision on requisite extension on account of the above factor shall be taken by MPPMCL. In case of delay in commissioning of Project due to reasons beyond the reasonable control of the BESSD, MPPMCL may extend the SCD after examining the issue on a case-to-case basis.

4.4.6 Delay in commissioning of the project beyond the SCD for reasons other than those specified in Article 4.4.1 & Article 4.4.2 shall be an event of default on part of the BESSD and shall be subject to the consequences specified in the Article 4.5.

4.5 Liquidated Damages not amounting to penalty for delay in Commissioning

4.5.1 The Project shall be fully commissioned within the SCD as defined in this Agreement. If the BESSD is unable to commission the Project by the SCD for the reasons other than those specified in Article 4.4.1, the BESSD shall pay to MPPMCL, damages for the delay in such commissioning and making the Contracted Capacity available for dispatch by the SCD as per the following:

a) Delay beyond the SCD upto (& including) the date of commissioning, as part of the liquidated damages, the total PBG/Surety Bond amount for the Project shall be encashed on per-day basis and proportionate to the balance capacity not commissioned. For the purpose of calculations of the liquidated damages, 'month' shall be considered consisting of 30 days. As an alternative to the above encashment of PBG, the BESSD may choose to make a payment of the amount corresponding to the liquidated damages, directly to MPPMCL. The BESSD shall intimate to MPPMCL, its chosen alternative out of the two options, within 10 business days of intimation of the liquidated damages to the BESSD, as calculated by MPPMCL. In case no response is received from the BESSD until the lapse of the above deadline, MPPMCL shall encash the PBG/Surety Bond for the amount as per the liquidated damages. In case the BESSD chooses to make necessary payments in lieu of the liquidated damages, the said payment shall be credited to MPPMCL's account through NEFT payment, no later than 5 business days from the above intimation by the BESSD. In case of non-payment by the BESSD within the above deadline, the PBG/Surety bond will be encashed by MPPMCL on the next business day.

b) Delay beyond 9 (Nine) Months from SCD: The BESPA capacity shall stand reduced/amended to the Project Capacity commissioned, the entire PBG/Surety bond will be encashed by MPPMCL, and the BESPA for the Project shall stand terminated for the balance un-commissioned capacity. Accordingly, Contracted Capacity will also stand reduced to Project Capacity commissioned as of 9 (Nine) months from the SCD.

c) For avoidance of doubt it is clarified that provisions of Article 4.5.1 will be applicable even in cases where no capacity (i.e. 0 MW) is commissioned

4.5.2 Not Used.

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

4.6 Acceptance/Performance Test

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

4.7 Third Party Verification

4.7.1 The BESSD shall be further required to provide entry to the site of the Project free of all encumbrances at all times during the Term of the Agreement to MPPMCL (or its authorized representatives) and a third Party nominated by any Indian Governmental Instrumentality for inspection and verification of the works being carried out by the BESSD at the site of the Project. The BESSD shall provide full support to MPPMCL and/or the third party in this regard.

4.7.2 The third party may verify the construction works/operation of the Project being carried out by the BESSD and if it is found that the construction works/operation of the Project is not as per the Prudent Utility Practices, it may seek clarifications from BESSD or require the works to be stopped or to comply with the instructions of such third party.

4.8 Breach of Obligations

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

ARTICLE 5: SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION

5.1 Synchronization, Commissioning and Commercial Operation

5.1.1 The BESSD shall give the concerned SLDC and MPPMCL at least sixty (60) days' advanced preliminary written notice and at least thirty (30) days' advanced final written notice, of the date on which it intends to synchronize the Project to the Grid System.

5.1.2 Subject to Article 5.1.1, the Project may be synchronized by the BESSD to the Grid System when it meets all the connection conditions prescribed in applicable Grid Code then in effect and otherwise meets all other Indian legal requirements for synchronization to the Grid System.

5.1.3 The synchronization equipment and all necessary arrangements / equipment including RTU / any other equipment for charge and discharge of power from the Project and transmission of data to the concerned authority as per applicable regulation shall be installed by the BESSD at its facility of the Project at its own cost. The BESSD shall synchronize its system with the Grid System only after the approval of synchronization scheme is granted by the head of the concerned substation/Grid System and checking/verification is made by the concerned authorities of the Grid System and SLDC, in line with the provisions of the applicable Grid Code.

5.1.4 The BESSD shall immediately after each synchronization/tripping of system, inform the sub-station of the Grid System to which the Project is electrically connected in accordance with applicable Grid Code under intimation to MPPMCL & MPPTCL. In addition, the BESSD at its own risk and cost, will be required to arrange for the charging and discharging of power for carrying to carry out operational/ functional test prior to commercial operation as well as for commissioning of the Project. For avoidance of doubt, it is clarified that Synchronization / Connectivity of the Project with the grid shall not to be considered as Commissioning of the Project.

5.1.5 The BESSD shall commission the Project as detailed in "Schedule 3:

Commissioning Procedure" within eighteen (18) Months from the Effective Date of BESPA. Declaration of COD shall only be done subject to the demonstration of the compliances as per Schedule-3.

5.1.6 Part commissioning of the Project, without imposition of any liquidated damages in terms of the BESPA, shall be accepted by MPPMCL subject to the condition that the minimum part commissioning capacity for the 1st part will be 50% of the project capacity or 50 MW whichever is lower . The total number of instalments in which a Project can be commissioned will be not more than 3, i.e., 1st part will be 50% of the project capacity or 50 MW whichever is lower and 2 subsequent instalment. However, the SCD will not get altered due to part commissioning. Irrespective of dates of part commissioning or full commissioning, the BESPA will remain in force for the Term as defined in this Agreement.

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

5.1.8 The BESSD shall submit requisite documents as mentioned below, at least 30 days prior to trial run of the Project –

i. Intimation regarding the timeline for commencement of supply of power from the Project.
ii. Copy of CON-4 report submitted to STU.
iii. Installation report duly signed by the authorized signatory. The BESSD is advised to take due care in furnishing such Installation Report.
iv. CEI/CEIG (as applicable) report containing approval for all the components, including Batteries, inverters, transformers, transmission system and protection system, along with all annexures/attachments. It would be the responsibility of the BESSD to obtain the certificate.
v. Approval of metering arrangement/scheme from STU/GRID-INDIA/ any other concerned authority as applicable.
vi. Plant Layout, Plant (AC & DC) SLD.
vii. Affidavit certifying that the BESSD has obtained all the necessary approvals for commencement of power supply from the Project, and indemnifying MPPMCL against any discrepancies in the above details.
viii. Affidavit from the BESSD certifying that 100% of the land required for the Project is under its clear possession through valid ownership or registered lease/right-to-use arrangements, free from all encumbrances, disputes, mortgages, liens or easement issues, and providing the details of such land parcels where the Project is located. The affidavit shall also indemnify and hold harmless MPPMCL against any claim, loss, or discrepancy arising from land title, possession, or use
ix. Documents to establish the compliance of technical requirement as per BESPA/RfS.
x. Invoices against purchase of the Batteries, Inverters/PCUs, SCADA and BMS along with the summary sheet containing the list of all the invoices, inverters including details and number of items. Lorry Receipts for delivery of Project components at site along with certified summary sheet by the authorized signatory.

It is clarified that MPPMCL shall bear no responsibility in declaration of commissioning/COD of the Project. However, on the basis of above documents, the BESSD shall be required to obtain No-objection certificate (NOC)/BESPA Compliance Certificate from MPPMCL prior to declaration of commissioning/COD of the Project.

MPPMCL scope will be limited to verifying the installation of rated capacity(ies) of the Project, as per the COD certificate submitted by the BESSD. This verification will be at MPPMCL discretion and shall not constitute any certification/confirmation of commissioning/COD of the Project by MPPMCL. Prior to declaration of commencement of power supply, the BESSD shall submit COD certificate for the corresponding Installed

Capacity which has commenced power supply to MPPMCL as part of the requisite documents.

5.1.9 **Early Commissioning**

The BESSD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCD**.**

i. Early commissioning of the Project will be allowed solely at the risk and cost of the BESSD, and MPPMCL may purchase the BESS capacity from such early commissioned Project at BESPA tariff proportionate to capacity commissioned.
ii. Such intimation for early commissioning shall be provided to MPPMCL at least 15 days before the proposed early commissioning date as per the Commissioning Procedure.
iii. The developer shall give fifteen (15) days advance notice to the MPPMCL regarding the advance commissioning of full or part capacity. The MPPMCL shall give acceptance for availing such capacity within 15 days from the date of service of notice. In case the MPPMCL do not give their acceptance to purchase capacity within the stipulated period, the BESSD can sell the capacity to the extent not accepted by MPPMCL, to any entity other than MPPMCL. In case BESSD sells storage capacity to third party, then MPPMCL shall not be responsible for providing charging power.
iv. It is also provided that in case the MPPMCL give their acceptance to purchase capacity, the MPPMCL will be accorded priority in availing such capacity.
v. If the BESS capacity is not off taken by MPPMCL upon early commissioning, BESSD shall arrange for any augmentation of the Battery capacity to meet the capacity criteria mentioned at the time of SCD (i.e. dispatchable capacity on SCD date shall be 100% of the Contracted Capacity) and to maintain the capacity at the end of every year as indicated in Clause 8.1.e.iv of the RfS. Subject to the provisions of the BESPA, in case of early commissioning, if BESSD sells any capacity to a third party, the BESSD will have to again demonstrate 100% of Contracted Capacity (as per the Commissioning Procedure) to MPPMCL from the date of commencement of off-take of capacity by MPPMCL.
vi. In case of part-commissioning of the Project, the BESSD shall be required to submit documents/Lease Agreement to establish possession/right to use of the required land, corresponding to part capacity being commissioned, in the name of the BESSD for a period not less than the complete term of the BESPA, on or before the date of such part-commissioning.

ARTICLE 6: DISPATCH AND SCHEDULING

6.1. Dispatch and Scheduling

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

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

6.1.3. DSM penalties, if any, shall be levied separately on the BESSD as applicable, at their end for the discharging and charging activities.

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

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

6.1.5. Not used.

6.1.6. Not used.

6.2. Supply obligation of the BESSD:

In case the BESSD fails to offer the contracted power as per this Agreement to MPPMCL and sells the contracted power without its consent to any other party, the BESSD, on a complaint to this effect by MPPMCL to the load dispatch centre concerned, shall be debarred from participating in Power Exchanges and on the Discovery of Efficient Electricity Pricing portal and scheduling of any new short-term contracts from the Project for a period of three months from the date on which the default has been taken cognizance by the concerned load dispatch centre. The period of debarment shall increase to six months for second default and shall be one year for each successive default. Such debarment of the BESSD shall be without prejudice to the rights of MPPMCL for seeking compensation for the default by the BESSD under this Agreement.

ARTICLE 7: METERING

7.1. Meters

7.1.1. For installation of Meters, Meter testing, Meter calibration and Meter reading and all matters incidental thereto, the BESSD and MPPMCL shall follow and be bound by the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, the Grid Code, as amended and revised from time to time.

7.1.2. The BESSD shall bear all costs pertaining to installation, testing, calibration, maintenance, renewal and repair of meters at BESSD side of Delivery Point for injection and drawl of power from the Grid during discharging and charging of BESS.

7.1.3. In addition to ensuring compliance of the applicable codes, the BESSD shall install Main & Check meters at the Delivery Point for both Charging and Discharging, along with Stand-by meter(s) as per the applicable Central/State regulations.

7.1.4. Not used

7.2. Reporting of Metered Data and Parameters

7.2.1. Online arrangement would have to be made by the BESSD for submission of metering data regularly for the entire period of this Agreement to the SLDC, MPPTCL, MPPMCL and the concerned agency as per applicable regulation / directions.

7.2.2. Reports on metering parameters on monthly basis, and/or as required by regulation / Guidelines, shall be submitted by the BESSD to MPPMCL for entire Term of the BESPA.

ARTICLE 8: INSURANCES

8.1. Insurance

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

8.2. Application of Insurance Proceeds

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

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

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

8.3. Effect on liability of MPPMCL

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

ARTICLE 9: APPLICABLE TARIFF

9.1. The BESSD shall be entitled to receive the Tariff of INR ___ /MW/Month [Insert the Tariff discovered through the bidding process conducted by MPPMCL], fixed for the entire term of this Agreement, with effect from the SCD, the Contracted Capacity made available to the MPPMCL during BESPA Period, as per the provision of this agreement.

9.2. GST levied on the energy storage facility provided by the BESSD, if any, shall be passed through to the MPPMCL.

9.3. Not used

ARTICLE 10: BILLING AND PAYMENT

10.1. General

10.1.1. MPPMCL shall set up a payment security fund in order to ensure timely payment, which shall be suitable to support payment of at least 3 (three) months' billing.

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

10.1.3. Not used.

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

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

10.2. Delivery and Content of Monthly Bills/Supplementary Bills

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

10.2.2. The hardcopy of the bill shall be submitted on or before 2 PM of any working day and shall be the construed as bill date and in case the bill is submitted after 2 PM then next working day shall be considered as bill date. The hardcopy of the bills shall be submitted at MPPMCL Regional Office Bhopal, Madhya Pradesh.

10.2.3. As per applicable regulation(s) of the Appropriate Commission(s)/respective SERC(s), all charges pertaining to scheduling of power, if any, shall be borne by MPPMCL.

10.3. Payment of Monthly Bills

10.3.1. Subject to the provisions of Article 10.3.4, MPPMCL shall pay the amount payable under the Monthly Bill/Supplementary Bill by the Due Date to such account of the BESSD, as shall have been previously notified by the BESSD. The BESSD shall open a bank account (the "BESSD's Designated Account") for all Tariff Payments (including Supplementary Bills) to be made by MPPMCL to the BESSD, and notify MPPMCL of the details of such account at least ninety (90) Days before the dispatch of the first Monthly Bill. MPPMCL shall also designate a bank account at "MPPMCL Designated Account" for payments to be made by the BESSD to MPPMCL, if any, and notify the BESSD of the details of such account ninety (90) Days before the Scheduled Commissioning Date. MPPMCL and the BESSD shall instruct their respective bankers to make all payments under this Agreement to the BESSD's Designated Account or MPPMCL's Designated Account, as the case may be, and shall notify either Party of such instructions on the same day.

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

i) deductions required by the Law; and

ii) amount claimed by MPPMCL, if any, from the BESSD, will be adjusted from the monthly energy payment. In case of any excess payment adjustment, 1.25% surcharge per month will be applicable on day to day basis.

10.3.3. **Late Payment Surcharge**

LPS to be applicable as per Late Payment Surcharge and related matters rules in force as notified by Ministry of Power In the event of delay in payment of a Monthly Bill by MPPMCL beyond the Due Date, a Late Payment Surcharge shall be payable by MPPMCL to the BESSD on the outstanding payment, at the base rate of Late Payment Surcharge applicable for the period for the first month of default. "Base rate of Late Payment Surcharge" means the marginal cost of funds based lending rate for one year of the State Bank of India, as applicable on the 1st April of the financial year in which the period lies, plus five percent (500 bps) and in the absence of marginal cost of funds based lending rate, any other arrangement that substitutes it, which the Central Government may, by notification, in the Official Gazette, specify.

The Late Payment Surcharge shall be claimed by the BESSD through the Supplementary Bill. Late Payment Surcharge shall be payable on the outstanding payment at the base rate of Late Payment Surcharge applicable for the period for the first month of default. The rate of Late Payment Surcharge for the successive months of default shall increase by 0.5% (zero point five percent) (50 bps) for every month of delay provided that the

Late Payment Surcharge shall not be more than 3% (three percent) higher than the base rate at any time.

If the period of default lies in two or more financial years, the base rate of Late Payment Surcharge shall be calculated separately for the periods falling in different years.

The above payment will be made by MPPMCL subject to such late payment surcharge as under the BESPA.

10.3.4. Subject to the Article 9 of this Agreement, in the event of early Commissioning of the Project and subject to acceptance by MPPMCL, the payment for the Capacity charges may be accounted from the date of COD, and BESSD would be allowed to raise Bills against such capacity as per Article 10.2.1. However, payment against the 1st such bill raised by the BESSD, will be made subject to acceptance of the bill by the MPPMCL.

10.3.5. **Rebate**

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

a. A Rebate of 1.5% shall be payable to the MPPMCL for the payments made within a period of 10 (ten) days of the presentation of hard copy of Bill.

b. Any payments made after 10 Days upto and including the 30th Day after the date of presentation of Bill through hard copy, shall be allowed a rebate of 1%.

c. For the above purpose, the date of presentation of Bill shall be the next Business Day of delivery of the physical copy of the Bill at MPPMCL.

d. No Rebate shall be payable on the Bills raised on account of Change in Law (except in case of annuity tariff model being implemented, where rebate will be applicable) relating to taxes, duties, cess etc. and on Supplementary Bill. For this purpose, the date of presentation of bill shall be the same day of delivery in hard copy. However, for consideration of rebate, next business day shall be considered.

10.4. Payment Security Mechanism

Letter of Credit (LC):

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

10.4.2. Subject to Article 10.4.1, before the start of supply, MPPMCL shall, through a scheduled bank, open a Letter of Credit in favour of the BESSD, to be made operative from a date

prior to the Due Date of its first Monthly Bill under this Agreement. The Letter of Credit shall have a term of twelve (12) Months and shall be renewed annually, for an amount equal to:

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

10.4.3. Provided that the BESSD shall not draw upon such Letter of Credit prior to 45 days beyond the Due Date of the relevant Monthly Bill and/or Supplementary Bill, and shall not make more than one drawl in a Month.

10.4.4. Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article 10.4.2 due to any reason whatsoever, MPPMCL shall restore such shortfall before next drawl.

10.4.5. MPPMCL shall cause the scheduled bank issuing the Letter of Credit to intimate the BESSD, in writing regarding establishing of such irrevocable Letter of Credit.

10.4.6. MPPMCL shall ensure that the Letter of Credit shall be renewed not later than its expiry.

10.4.7. All costs relating to opening, maintenance of the Letter of Credit shall be borne by MPPMCL.

10.4.8. If MPPMCL fails to pay undisputed Monthly Bill or Supplementary Bill or a part thereof within and including the date as on 30 days beyond the Due Date, then, subject to Article 10.4.6 & 10.5.2, the BESSD may draw upon the Letter of Credit, and accordingly the bank shall pay, an amount equal to such Monthly Bill or Supplementary Bill or part thereof, in accordance with Article 10.4.3 above, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:

i. a copy of the Monthly Bill or Supplementary Bill (only for energy related bills) which has remained unpaid to BESSD and;
ii. a certificate from the BESSD to the effect that the bill at item (i) above, or specified part thereof, is in accordance with the Agreement and has remained unpaid beyond the Due Date;

Payment Security Fund (PSF)

MPPMCL shall set up a payment security fund in order to ensure timely payment, which shall be suitable to support payment of at least 3 (three) months' billing. Modalities of operationalization of the PSD will be notified by MPPMCL at appropriate stage through necessary guidelines/orders.

10.5. Disputed Bill

10.5.1. MPPMCL does not dispute a Monthly Bill or a Supplementary Bill raised by the BESSD within thirty (30) days of receiving such Bill shall be taken as conclusive.

10.5.2. If the MPPMCL disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay 50% of the invoice amount and it shall within thirty (30) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:

i. The details of the disputed amount;
ii. its estimate of what the correct amount should be; and
iii. all written material in support of its claim.

10.5.3. If the BESSD agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.5.2, the BESSD shall revise such Bill and present along with the next Monthly Bill. In such a case excess amount shall be refunded along with interest at the same rate as Late Payment Surcharge, which shall be applied from the date on which such excess payment was made by the disputing Party to the invoicing Party and up to and including the date on which such payment has been received as refund.

10.5.4. If the BESSD does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.5.2, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to the MPPMCL providing:
i. reasons for its disagreement;
ii. its estimate of what the correct amount should be; and
iii. all written material in support of its counter-claim.

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

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

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

10.6. Quarterly and Annual Reconciliation

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

10.6.2. The Parties, therefore, agree that as soon as all such data in respect of any quarter of a Contract Year or a full Contract Year as the case may be, has been finally verified and adjusted, the BESSD and MPPMCL shall jointly sign such reconciliation statement. Within fifteen (15) days of signing of a reconciliation statement, the BESSD shall make appropriate adjustments in the next Monthly Bill. Late Payment Surcharge/ interest shall be payable in such a case from the date on which such payment had been made to the invoicing Party or the date on which any payment was originally due, as may be applicable. Any Dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Article 16.

10.7. Payment of Supplementary Bill

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

i. Adjustments required by the Energy Accounts (if applicable); or
ii. Change in Law as provided in Article 12
iii. Any charges other than monthly capacity charges.

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

MPPMCL shall remit all amounts due under a Supplementary Bill raised by the BESSD to the BESSD's Designated Account by the Due Date, except for open access charges, RLDC or scheduling charges and transmission charges (if applicable). Except for payment under Article 10.7.1 (i),. No Late Payment Surcharge will be applicable other than that on the monthly energy payment and associated debit and credit note.

10.8. Viability Gap Funding

10.8.1. In line with the Guidelines for Viability Gap Funding (VGF) Scheme for development of Battery Energy Storage Systems (BESS) supported through Power System Development Fund issued by the Ministry of Power dated 09th June 2025 and its amendment thereof, BESSD is eligible for grant of Viability Gap Funding (VGF) support by the Government for development of Battery Energy Storage Systems, and the same will be disbursed through the Ministry of Power.

10.8.2. The VGF amount eligible for BESS is Rs. ____ for contracted capacity calculated @ INR 18,00,000 / MWh (Rupees Eighteen Lakhs per MWh)

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

10.8.4. For each Project, disbursement of VGF will be carried out in 3 tranches, as follows:

Total Project Capacity ___MW / ___ MWh		
Disbursement of VGF	**% of total VGF sanctioned**	**VGF sanctioned (Rs Crore)**
Upon achieving Financial Closure as per BESPA, subject to submission of Bank Guarantee to MPPMCL	20	__
On Commercial Operation Date (COD) of the Project	50	___
Upon completion of 1st year after COD	30	___

Total	100%	____

10.8.5. The VGF for the project shall be disbursed to MPPMCL, once MPPMCL certifies the achievement of the disbursement schedule milestone and submission of the required Bank Guarantee or Insurance Surety Bond (ISB) of the value equal to VGF by BESSD. MPPMCL shall disburse the tranche wise VGF to BESSD only after receipt of the same from the Govt. of India and Submission of BG by BESSD

10.8.6. The BESSD shall submit Bank Guarantee equals to 100 % of total VGF amount for 1st tranche prior to disbursement of 1st tranche VGF by MPPMCL. Upon achieving COD of the project, the 2nd tranche of VGF shall be released. Further upon the completion of 1st year 3rd tranche of VGF shall be released. Accordingly the eligible developer shall be required to obtain a BG for 1st tranche & BG/Insurance Surety Bond for remaining to two tranches This BG shall be liable for encashment to recover the VGF amount in the event of non-fulfillment of the performance parameter(s) as per clause 4.3.2 and 4.3.3. The BG for the VGF sanctioned up to COD will be released after one (01) years of commercial operation. No BG is required against the disbursement of the last tranche of VGF post completion of one year of operation.

i. 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, MPPMCL will have full right to recover the total amount of VGF being disbursed till the date of termination of BESPA plus interest @ SBI-MCLR (1 Year) plus five percent, as existing on the date of disbursement, accrued from the date of disbursement on the disbursed amount. In case Project capacity is being reduced as per Article 4.5.1 (b) of this PPA, recover of VGF amount shall be made on pro-rata basis corresponding to the capacity being terminated. MPPMCL will have the right to recover the VGF disbursed through encashment of BG, if the BESPA gets terminated within the first 1 year after COD of the Project, an account of reasons solely attributable to the BESSD. Irrespective of the year of termination within the first 1 year after COD, the VGF amount to be recovered will be fixed as the amount disbursed until COD plus interest @ SBI-MCLR (1 Year) plus five percent, as existing on the date of disbursement, accrued from the date of disbursement on the disbursed amount.

ii. 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/ISB by new entity.

ARTICLE 11: FORCE MAJEURE

11.1. Definition of Force Majeure

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

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

11.2. Force Majeure Events

a) Act of God, including, but not limited to lightning, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, pandemic, cyclone, typhoon or tornado if it is declared / notified by the competent state / central authority / agency (as applicable), or verified to the satisfaction of Procurer;

b) Radio active contamination or ionising radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Project by the Affected Party or those employed or engaged by the Affected Party.

c) The discovery of geological conditions, toxic contamination or archaeological remains on the Project land that could not reasonably have been expected to be discovered through an inspection of the Project land and/or as per prudent industry practices.

d) Exceptionally adverse weather condition which are in excess of the statistical measure of the last hundred (100) years.

e) any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action, or Industrywide strikes and labor disturbances, having a nationwide impact in India, if and only if it is declared / notified by the competent state / central authority / agency (as applicable)

f) Nationalization or any compulsory acquisition by any Indian Governmental Instrumentality/ State Government in national interest or expropriation of any material Project assets or rights of the BESSD, as a result of which the BESSD or its shareholders are deprived (wholly or partly) of their rights or entitlements under this BESPA. Provided that such action does not constitute remedies or sanctions lawfully exercised by the Procurer or any other Government Authority as a result of any breach of any of the Applicable Laws or the Applicable Permits by the BESSD or the BESSD related parties

g) An event of Force Majeure identified affecting delivery / offtake of power / Contracted Capacity from BESSD and MPPMCL.

11.3. Force Majeure Exclusions

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

a) Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Power Project/ BESS.

b) Delay in the performance of any contractor, sub-contractor or their agents;

c) Non-performance resulting from normal wear and tear typically experienced in power generation / BESS materials and equipment.

d) Strikes at the facilities of the Affected Party;

e) Insufficiency of finances or funds or the agreement becoming onerous to perform; and

f) Non-performance caused by, or connected with, the Affected Party's:

i. Negligent or intentional acts, errors or omissions or lack of due diligence expected from any prudent and rational human being;
ii. Failure to comply with an Indian Law; or
iii. Breach of, or default under this Agreement.

11.4. Notification of Force Majeure Event

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

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

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

11.5. Performance Excused

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

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

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

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

11.6. No Liability for Other Losses

Save as otherwise provided in this Agreement, no Party shall be liable in any manner, whatsoever, to the other Parties in respect of any loss relating to or arising out of the occurrence or existence of any Force Majeure Event.

11.7. Resumption of Performance

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

11.8. Duty to Perform and Duty to Mitigate

To the extent not prevented by a Force Majeure Event pursuant to Article 11.2, the Affected Party shall continue to perform its obligations pursuant to this Agreement.

The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.

11.9. Available Relief for a Force Majeure Event

Subject to this Article 11:

a) no Party shall be in breach of its obligations pursuant to this Agreement except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event.

b) Every Party shall be entitled to claim relief in relation to a Force Majeure Event in regard to its obligations, including but not limited to those specified under Article 4.5;

c) For avoidance of doubt, neither Party's obligation to make payments of money due and payable prior to occurrence of Force Majeure events under this Agreement shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.

d) Provided that no payments shall be made by either Party affected by a Force Majeure Event for the period of such event on account of its inability to perform its obligations due to such Force Majeure Event.

11.10. Available Relief & Termination Due to Force Majeure Event

a) If, prior to the completion of the 180 (one hundred and eighty) Day period (or any extended period) for a Force Majeure Event commencing from the date of issuance of the Force Majeure Notice, the Parties are of the reasonable view that a Force Majeure Event is likely to continue beyond such 180 (one hundred and eighty) Day period or any extended period agreed in pursuance of Article 11.5 (Performance Excused); or that it is uneconomic or impractical to restore the affected Unit, then the Parties may mutually decide to terminate the BESPA, and the termination shall take effect from the date on which such decision is taken.

b) In case of occurrence of an event which is not a Force Majeure as per provision of this Agreement, but causes some hardship in development of the Project, which may or may not be recognized by the Government of India and for which the Government of India has or hasn't granted any extension of time or any other relief; such event, even if sustained beyond 180 days shall not be considered as a reason for termination of BESPA under this Article.

c) Without prejudice to the provisions of Article 11.10.(a) above, the Affected Party shall, after the expiry of the period of 180 (one hundred and eighty) Days or any other mutually extended period, be entitled to forthwith terminate the BESPA in its sole discretion by issuing a notice to that effect.

d) On termination of the BESPA pursuant to Article 11.10.(b):

i. In case of termination on account of event listed as Force Majeure as under Article 11.2 (a), (b), (c) and (d), no Termination Compensation shall be payable to the BESSD.

ii. In case of termination at the instance of the BESSD, on account of an event listed as Force Majeure as per Article 11.2 (e) and (f) above, the Procurer will have the option to (but will not be obliged to) take- over the Project Assets by paying Debt Due. In case the Procurer chooses not to exercise the aforementioned option, and the same is not agreed to by the BESSD, it will result in a dispute as per the BESPA and will be resolved as per the Dispute Resolution mechanism under the BESPA.

iii. the BESSD shall be eligible for undisputed payments under outstanding Monthly Bill(s), before the occurrence of Force Majeure Event.

ARTICLE 12: CHANGE IN LAW

12.1. Definitions

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

In this Article 12, the term Change in Law shall refer to the occurrence of any of the following events, after the last date of the bid submission, which have a direct effect on the Project, leading to corresponding changes in the cost requiring change in tariff, and includes:

(i) change in interpretation of any law by a competent court; or

(ii) the enactment of any new law; or

(iii) a change in any domestic tax, including duty, levy, cess, charge or surcharge by the Central Government, State Government or Union Territory administration leading to corresponding changes in the cost; or; or

(iv) a change in any condition of an approval or license obtained or to be obtained for purchase, supply or transmission of electricity, unless specifically excluded in the agreement for the purchase, supply or transmission of electricity, which results in any change in the cost.

However, Change in Law/ Regulation shall not include

(i) any change in taxes on corporate income or any change in any withholding tax on income or dividends, or

(ii) change in respect of deviation settlement charges or frequency intervals by an Appropriate Commission. The term "law" in this provision, includes any Act, Ordinance, order, bye-law, rule, regulation, notification, for the time being in force, in the territory of India.

12.1.1. In the event of occurrence of any of events as provided under Article 12.1. which results in any adverse financial loss/ gain to the BESSD/Procurer then, in order to ensure that the BESSD/Procurer is placed in the same financial position as it would have been had it not been for the occurrence of the Change in Law, the BESSD/ Procurer shall be entitled to compensation by the other party, as the case may be. Compensation payment on account of such 'Change in Law' shall be determined and shall be effective from such date as may be decided by the Appropriate Commission.

12.1.2. Not used.

12.2. Relief for Change in Law

12.2.1. In case of Change in Law taking place prior to commissioning of the Project, the compensation will be passed through on in the form of increase/decrease in the tariff, linked with increase/decrease in the Project cost, which will be automatically paid through the monthly energy billing. The pass through in this case shall be as per the formula / provisions as stipulated in Schedule-A and shall be effective from date of

commissioning of the Project. BESSD shall be required to provide a statutory auditor certificate supported by Board Resolution in regard to implications (loss/ gain) arising out of Article 12.

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

12.2.3. For the purpose of Article 12.1.1. above, the affected party, which intends to adjust and recover the costs due to change in law, shall give 21 days' prior notice to the other party about the proposed impact in the tariff or charges, positive or negative, to be recovered from such other party.

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

12.2.5. Within 30 days of coming into effect of such relief of Change in Law, the BESSD shall approach the Appropriate Commission for Truing up of the calculations on account of the above Change in Law events, failing which further payment will be discontinued and MPPMCL shall make such deductions in the monthly tariff payments on immediate basis. In the event of any decision by the Appropriate Commission which modifies or cancels any changes in the tariff, recovery/additional payment of the amount already paid until then, will be done immediately.

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

12.2.7. Further, in case of Change in Law during the operational period of the Project, and where such change is not applicable as an automatic modification in the tariff, suitable compensation will be provided as decided by the Appropriate Commission.

12.2.8. In case Change in Law results in delay in commissioning of the Project, where cause and effect between these two can be clearly established, the MPPMCL may provide suitable time-extension in Financial.

12.2.9. Closure, Scheduled Commissioning Date or Scheduled Date of Commencement of Supply of Power, as the case may be.

12.2.10. If the event of any decrease in the project cost by the BESSD or any income to the BESSD on account of any of the events as indicated above, BESSD, as per methodology /formula specified in Schedule-A, shall pass on the benefit of such

reduction to MPPMCL. In the event of the BESSD failing to comply with the aforementioned requirement, MPPMCL shall make such deductions in the monthly tariff payments on immediate basis.

12.2.11. After the adjustment of the amount of the impact in the tariff, the BESSD, shall adjust the monthly tariff or charges annually based on actual amount recovered/ paid, to ensure that the payment to the affected party is not more than the yearly annuity amount.

12.2.12. The recovery of the impacted amount, in case of the fixed amount shall be, —

a) within a period of one-hundred eighty months; or

b) in case of recurring impact, until the impact persists

12.3. Notification of Change in Law

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

12.3.2. Any notice service pursuant to this Article 12, shall provide, amongst other things, precise details of the Change in Law and its effect on the Project Cost and computation of change in Tariff which shall be supported by documentary evidences including Statutory Auditor Certificate to this effect so as to establish one to one correlation and its impact on the Project Cost.

ARTICLE 13: EVENTS OF DEFAULT AND TERMINATION

13.1. BESSD Event of Default

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

(i) the failure to commence availability of BESS for providing Energy Storage capacity to MPPMCL up to the Contracted Capacity, by the end of the period specified in Article 4, or failure to demonstrate guaranteed availability of such energy storage capacity to MPPMCL within six months from the identification of reduced annual availability during the term of this Agreement, or if

a) the BESSD assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Project in contravention of the provisions of this Agreement; or

b) the BESSD transfers or novates any of its rights and/ or obligations under this agreement, in a manner contrary to the provisions of this Agreement; except where such transfer

- is in pursuance of a Law; and does not affect the ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this Agreement or
- is to a transferee who assumes such obligations under this Agreement and the Agreement remains effective with respect to the transferee;

(ii) if (a) the BESSD becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or (b) any winding up or bankruptcy or insolvency order is passed against the BESSD, or (c) the BESSD goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, provided that a dissolution or liquidation of the BESSD will not be a BESSD Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains creditworthiness similar to the BESSD and expressly assumes all obligations of the BESSD under this Agreement and is in a position to perform them; or

(iii) the BESSD repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from MPPMCL in this regard; or

(iv) except where due to any MPPMCL's failure to comply with its material obligations, the BESSD is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the BESSD within thirty (30) days of receipt of first notice in this regard given by MPPMCL.

(v) change in controlling shareholding before the specified time frame as mentioned in Article 4.1.1 of this Agreement; or

(vi) occurrence of any other event which is specified in this Agreement to be a material breach/ default of the BESSD.

13.2. MPPMCL Event of Default

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

(i) MPPMCL fails to pay (with respect to a Monthly Bill or a Supplementary Bill), subject to Article 10.5, for a period of ninety (90) days after the Due Date and the BESSD is unable to recover the amount outstanding to the BESSD through the Letter of Credit,

(ii) MPPMCL repudiates this Agreement and does not rectify such breach even within a period of sixty (60) days from a notice from the BESSD in this regard; or

(iii) except where due to any BESSD's failure to comply with its obligations, MPPMCL is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by MPPMCL within sixty (60) days of receipt of notice in this regard from the BESSD to MPPMCL; or

(iv) if

- MPPMCL becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of sixty (60) days, or
- any winding up or bankruptcy or insolvency order is passed against MPPMCL, or
- MPPMCL goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, provided that it shall not constitute a MPPMCL Event of Default, where such dissolution or liquidation of MPPMCL is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and has creditworthiness similar to MPPMCL and expressly assumes all obligations of MPPMCL and is in a position to perform them; or;

(v) Not used.

(vi) Occurrence of any other event which is specified in this Agreement to be a material breach or default of MPPMCL.

13.3. Procedure for cases of BESSD Event of Default

13.3.1. Upon the occurrence and continuation of any BESSD Event of Default under Article 13.1, MPPMCL shall have the right to deliver to the BESSD, with a copy to the representative of the lenders to the BESSD with whom the BESSD has executed the Financing Agreements, a notice stating its intention to terminate this Agreement (MPPMCL Preliminary Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.

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

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

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

13.3.5. Subject to the terms of this Agreement, upon occurrence of an BESSD Event of Default under this Agreement, the BESSD shall be liable to pay to MPPMCL, liquidated damages, as provided in Article 4.6 of the BESPA for failure to commission within stipulated time and Article 4.3 for failure to supply power in terms of the BESPA. For other cases, the BESSD shall be liable pay to MPPMCL, damages, equivalent to 6 (six) months, or balance BESPA period whichever is less, of charges for its contracted capacity. MPPMCL shall have the right to recover the said damages by way of forfeiture of bank guarantee, if any, without prejudice to resorting to any other legal course or remedy. In addition to the levy of damages as aforesaid, the lenders in concurrence with the MPPMCL, may exercise their rights, if any, under Financing Agreements, to seek substitution of the BESSD by a selectee for the residual period of the Agreement, for the purpose of securing the payments of the total debt amount from the BESSD and performing the obligations of the BESSD. However, in the event the lenders are unable to substitute the defaulting BESSD within the stipulated period, and if the Buying Entity desires to acquire the Project assets, it may do so, by paying to the BESSD, a compensation as mutually decided by the lender. In case the MPPMCL chooses not to exercise the above option, or the lender are unable to come to an agreement, the lenders may liquidate the Project assets and recover their dues, as the last resort. Provided that any substitution under this Agreement can only be made with the prior consent of MPPMCL including the condition that the selectee meets the eligibility requirements of Request for Selection (RfS) issued by MPPMCL and accepts the terms and conditions of this Agreement.

13.3.6. The lenders in concurrence with the MPPMCL, may seek to exercise right of substitution under Article 13.3.5 by an amendment or novation of the BESPA in favour of the selectee. The BESSD shall cooperate with MPPMCL to carry out such substitution and shall have the duty and obligation to continue to operate the Project in accordance with this BESPA till such time as the substitution is finalized. In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh BESPA with a new entity, an amount of Rs. 10 Lakh per Project+ 18% GST per transaction as facilitation fee (non- refundable) shall be deposited by the BESSD to MPPMCL.

13.4. Procedure for cases of MPPMCL Event of Default

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

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

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

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

13.4.5. If the BESSD decides to discontinue the operation of the Project, it may require MPPMCL to make a payment of the 'termination compensation' which will be equivalent

to the amount of the Debt due and 110% (one hundred and ten per cent) of the Adjusted Equity, less Insurance Cover if any.

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

13.4.7. In the event of termination of BESPA, on account of Event of Default by the MPPMCL, any damages or charges payable to the STU, for the connectivity of the plant, shall be borne by the by the entity due to whose failure, the termination was triggered.

13.5. Termination due to Force Majeure

If the Force Majeure Event or its effects continue to be present beyond the period as specified in Article 4.4.3, either Party shall have the right to cause termination of the Agreement. In such an event, this Agreement shall terminate on the date of such Termination Notice without any further liability to either Party from the date of such termination.

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

ARTICLE 14: LIABILITY AND INDEMNIFICATION

14.1. Indemnity

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

a) any and all third party claims against MPPMCL for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the BESSD of any of its obligations under this Agreement or due to the BESSD's willful misconduct, gross negligence or fraudulent behavior or violations of Applicable Law; and

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

14.1.2. MPPMCL shall indemnify, defend and hold the BESSD harmless against:

a) any and all third party claims against the BESSD, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by MPPMCL of any of their obligations under this Agreement; and

b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest ('Indemnifiable Losses') actually suffered or incurred by the BESSD from third party claims arising by reason of a breach by MPPMCL of any of its obligations.

14.2. Procedure for claiming Indemnity

14.2.1. **Third party claims**

a) Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Article 14.1.1(a) or 14.1.2(a), the Indemnified Party shall promptly notify the Indemnifying Party of such claim referred to in Article 14.1.1(a) or 14.1.2(a) in respect of which it is entitled to be indemnified.

Such notice shall be given as soon as reasonably practicable after the Indemnified Party becomes aware of such claim. The Indemnifying Party shall be liable to settle the indemnification claim within thirty (30) days of receipt of the above notice. Provided however that, if:

i. the Parties choose to refer the dispute in accordance with Article 16.3.2; and
ii. the claim amount is not required to be paid/ deposited to such third party pending the resolution of the Dispute,

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

b) The Indemnified Party may contest the claim by referring to the Appropriate Commission for which it is entitled to be Indemnified under Article 14.1.1(a) or 14.1.2.(a) and the Indemnifying Party shall reimburse to the Indemnified

Party all reasonable costs and expenses incurred by the Indemnified party. However, such Indemnified Party shall not settle or compromise such claim without first getting the consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

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

14.3. Indemnifiable Losses

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

14.4. Limitation on Liability

14.4.1. Except as expressly provided in this Agreement, neither the BESSD nor MPPMCL nor its/ their respective officers, directors, agents, employees or affiliates (or their officers, directors, agents or employees), shall be liable or responsible to the other Party or its affiliates, officers, directors, agents, employees, successors or permitted assigns or their respective insurers for incidental, indirect or consequential damages, connected with or resulting from performance or nonperformance of this Agreement, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under this Agreement), any increased expense of, reduction in or loss of power generation or equipment used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of MPPMCL , the BESSD or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

14.4.2. MPPMCL shall have no recourse against any officer, director or shareholder of the BESSD or any Affiliate of the BESSD or any of its officers, directors or shareholders

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

14.5. MPPMCL's Liability

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

14.5.2. the recourse under the Payment Security Mechanism provided in the BESPA as follows:

a. Letter of Credit
b. Payment Security Fund

14.5.3. Payment security fund as referred in Article 10.1.1 of the BESPA. MPPMCL shall discharge the tariff payment obligation in terms of the provisions of this Agreement.

14.6. Duty to Mitigate

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

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ARTICLE 15: ASSIGNMENTS AND CHARGES

15.1. Assignments

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned by any Party, other than by mutual consent between the Parties to be evidenced in writing. Such assignment shall be agreed to by MPPMCL subject to the compliance of provisions contained in this Agreement and more specifically to the provisions of Article 4.1.1 of this Agreement. In no case, such assignment shall be permissible prior to the declaration of COD. Notwithstanding above, this Agreement may be assigned to the Project Lenders or Lender's Representative under the Financing Agreements, under intimation to MPPMCL.

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

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

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

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

15.2. Permitted Charges

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

ARTICLE 16: GOVERNING LAW AND DISPUTE RESOLUTION

16.1. Governing Law

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

16.2. Amicable Settlement and Dispute Resolution

16.2.1. **Amicable Settlement**

i. Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement ("Dispute") by giving a written notice (Dispute Notice) to the other Party, which shall contain:

(a) a description of the Dispute;

(b) the grounds for such Dispute; and

(c) all written material in support of its claim.

ii. The other Party shall, within thirty (30) days of issue of Dispute Notice issued under Article 16.2.1(i), furnish:

(a) counter-claim and defenses, if any, regarding the Dispute; and

(b) all written material in support of its defenses and counter-claim.

iii. Within thirty (30) days of issue of Dispute Notice by any Party pursuant to Article 16

(a) if the other Party does not furnish any counter claim or defense under Article16

(b) or thirty (30) days from the date of furnishing counter claims or defense by the other Party, both the Parties to the Dispute shall meet to settle such Dispute amicably. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article 16.2.1.

(c) the Dispute shall be referred for dispute resolution in accordance with Article 16.3.

16.3. Dispute Resolution

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

i) Where any Dispute or differences arises in relation to this agreement of any nature whatsoever including the construction, interpretation or implementation of the provisions of this agreement as well as claim made by any Party for any change in or determination of the Tariff or any matter related to Tariff or claims made by any Party which partly or wholly relate to any change in the Tariff or determination of any of such

claims could result in change in the Tariff, and relates to any matter agreed to be referred to the Appropriate Commission, shall be submitted to adjudication by the Appropriate Commission. Appeal against the decisions of the Appropriate Commission shall be made only as per the provisions of the Electricity Act, 2003, as amended from time to time.

16.4. Parties to Perform Obligations

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

ARTICLE 17: MISCELLANEOUS PROVISIONS

17.1. Amendment

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

17.2. Third Party Beneficiaries

17.2.1. Subject to provisions contained in this agreement relating to back to back implications of the BESPA, this Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns and shall not be construed as creating any duty, standard of care or any liability to, any person not a party to this Agreement.

17.3. Waiver

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

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

17.4. Confidentiality

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

a) to their professional advisors;

b) to their officers, contractors, employees, agents or representatives , financiers, who need to have access to such information for the proper performance of their activities; or

c) disclosures required under Law, without the prior written consent of the other Party

17.5. Severability

17.5.1. The invalidity or unenforceability, for any reason, of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of this Agreement, unless the part held invalid or unenforceable is fundamental to this Agreement.

17.6. Notices

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

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

Address:
Attention:
Email:
Fax. No.:
Telephone No.:

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

Address:
Attention:
Email:
Fax. No.:
Telephone No.: :

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

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

17.7. Language

17.7.1. All agreements, correspondence and communications between the Parties relating to this Agreement and all other documentation to be prepared and supplied under the Agreement shall be written in English, and the Agreement shall be construed and interpreted in accordance with English language.

17.7.2. If any of the agreements, correspondence, communications or documents are prepared in any language other than English, the English translation of such agreements, correspondence, communications or documents shall prevail in matters of interpretation.

17.8. Restriction of Shareholders / Owners' Liability

17.8.1. Parties expressly agree and acknowledge that none of the shareholders of the Parties hereto shall be liable to the other Parties for any of the contractual obligations of the concerned Party under this Agreement. Further, the financial liabilities of the

shareholder/s of each Party to this Agreement, shall be restricted to the extent provided in the Indian Companies Act, 2013.

17.9. Taxes and Duties

17.9.1. The BESSD shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/ levied on the BESSD, contractors or their employees that are required to be paid by the BESSD as per the Law in relation to the execution of the Agreement and for supplying power as per the terms of this Agreement.

17.9.2. MPPMCL shall be indemnified and held harmless by the BESSD against any claims that may be made against MPPMCL in relation to the matters set out in Article 17.9.1.

17.9.3. MPPMCL shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the BESSD by MPPMCL on behalf of MPPMCL.

17.10. Independent Entity

17.10.1. The BESSD shall be an independent entity performing its obligations pursuant to the Agreement.

17.10.2. Subject to the provisions of the Agreement, the BESSD shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the BESSD or contractors engaged by the BESSD in connection with the performance of the Agreement shall be under the complete control of the BESSD and shall not be deemed to be employees, representatives, contractors of MPPMCL and nothing contained in the Agreement or in any agreement or contract awarded by the BESSD shall be construed to create any contractual relationship between any such employees, representatives or contractors and MPPMCL.

17.11. Compliance with Law

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

17.12. Not used.

17.13. Breach of Obligations

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

17.14. Order of priority in application

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

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

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

For and on behalf of	For and on behalf of
[MPPMCL]	[BESSD]
Name, Designation and Address	Name, Designation and Address
Signature with seal	Signature with seal

Witness: Witness:

1.

2.

Schedule-A:

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

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

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

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

where **X** = Contracted Capacity (MW) / (Average Availability during the Month^{-1}); and ; where,—

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

n = No. of months over which the financial impact has to be paid (subject to a maximum of 180 months in case of the non-recurring fixed amount but in case of recurring impact it will be till the impact persists); and Mr= monthly rate of interest = $\frac{R}{12 \times 100}$;

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

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

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

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

Schedule-B:

1. Power rating of a 500 MWh (250 MW x 2 hrs) BESS will be 250 MW, i.e., the maximum value of the active Output and Input Power at the Delivery Point. The Energy rating of 500 MWh of the system will be the dispatchable capacity at COD of the system, as measured at the Metering Point. Terms and definitions of terminologies related to BESS shall be as defined in IEC 62933-2-1.

2. The BESSD shall make the BESS available for 2 operational cycles per day, i.e. 2 complete charge-discharge cycles per day. Following provisions shall be applicable on the Project Capacity:

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

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

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

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

$$\textbf{\textit{System Availability in a time block}} = \frac{Actual\ Injection/Drawl\ MUi(A)}{Scheduled\ Injection/Drawl\ MUi(B)}$$

where

a) i refers to the i^{th} time-block in the year where Scheduled Injection/Drawl MUi $\neq 0$.

b) Actual Injection/Drawal MUi is the Energy Scheduled for Charging/Discharging in the i^{th} time-block, in MUs

c) Scheduled Injection/Drawal MUi 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 Regional RPCs or measurement at the Main ABT Meter at the Point of Interconnection.

iii. The BESSD shall guarantee AC to AC roundtrip efficiency (RtE) 85% of system on monthly basis. The BESSD shall be liable for Liquidated Damages to the off-taker, if any, on account of excess conversion losses, based on the following conditions:

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

(b) For 70% ≤ RtE < 85%, there shall be a liquidated damage levied @ APPC tariff of last year of buying entity, per unit 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

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

Where,

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

$D \neq 0$;

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

E_{bess} refers to Energy Rating specified in Clause (2) above;

MD_{n-1} refers to minimum guaranteed dispatchable energy at the end of the previous year (as a % of Capacity at the COD specified in S. No. iv below);

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

RtE_g refers to the guaranteed Round-Trip Efficiency under the BESPA; C and D shall be as per the DSM/UI Reports published by the Regional RPCs 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 shall be in terms of “MW”. TGDISCOMs obligation shall be for off-take of the Contracted Capacity and energy at delivery point.
- .The BESSD shall take separate, metered connection for the Auxiliary Power load of BESS.

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

Year	Min. Dispatchable Capacity at the end of Year (as a % of Capacity at the Beginning of Life/Final COD)
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%

3. The nameplate ratings shall be achievable during discharge for the full range of environmental conditions at the project site when the battery is fully charged. In any case, the BESS shall be capable of being discharged at reduced power levels from that specified above. However, the energy discharged from the battery shall not require to be greater than the nameplate watt-hour rating specified herein.

4. The Buying Entity shall, in accordance with Applicable Laws and Regulations thereunder, issue instructions to the BESSD through MPPMCL for despatch of electricity to the Grid during such period and in such volume as it may specify in its instructions. The BESSD shall clearly specify the maximum recovery times required to restore the BESS for functional availability between duty cycles. However, in no case, the same shall be more than 30 (thirty) minutes.

5. Operational Window: Operational Window shall mean the expected hours/duration of system (capacity) availability on each day during the term of the Contract, excluding:

a. Maximum BESS recovery time as specified in this document

b. Grid Outages (duly certified to this effect by the Grid Operator)

c. Planned Maintenance Outage duly informed by the BESSD to the off-taker with at least one month's prior notice, subject to total no. of planned outage period being not more than 34 hours in a two-month period.

BESSD will have to comply with the Charging and Discharging Schedule as intimated by Buying Entity. Alternation if any in Charging. It is clarified that discharge of BESS shall take place subject to the transmission constraints at the 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.

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

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

SCHEDULE 1: PERFORMANCE BANK GUARANTEE (PBG) / PAYMENT ON ORDER INSTRUMENT (POI)/INSURANCE SURETY BOND.

(to be attached herewith separately for each Project)

SCHEDULE 2:

ILLUSTRATIONS

(Please refer Article 4.3 of this Agreement)

Illustration

1. System Availability

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

Date	Block	Drawl (from Grid) Mus (Charging) (X)	Injection (into Grid) MUs (Discharging) (Y)	Scheduled Mus (Z)	Time-block Availability, (TA) = (Xi/Zi) + (Yi/Zi)
01-May-22	1	0.088	0	0.088	1
01-May-22	2	0.088	0	0.088	1
01-May-22	3	0.075	0	0.088	0.85
01-May-22	4	0	0	0	NA
01-May-22	5	0	0	0	NA
01-May-22	6	0	0	0	NA
01-May-22	7	0	0	0	NA
01-May-22	8	0	0	0	NA
01-May-22	9	0	0	0	NA

Date	Block	Drawl (from Grid) Mus (Charging) (X)	Injection (into Grid) MUs (Discharging) (Y)	Scheduled Mus (Z)	Time-block Availability, (TA) = (Xi/Zi) + (Yi/Zi)
01-May-22	10	0	0	0	NA
01-May-22	11	0	0	0	NA
01-May-22	12	0	0	0	NA
01-May-22	13	0	0	0	NA
01-May-22	14	0	0	0	NA
01-May-22	15	0	0	0	NA
01-May-22	16	0	0	0	NA
01-May-22	17	0	0	0	NA
01-May-22	18	0	0	0	NA
01-May-22	19	0	0	0	NA
01-May-22	20	0	0	0	NA
01-May-22	21	0	0	0	NA
01-May-22	22	0	0	0	NA
01-May-22	23	0	0	0	NA
01-May-22	24	0	0.075	0.075	

Date	Block	Drawl (from Grid) Mus (Charging) (X)	Injection (into Grid) MUs (Discharging) (Y)	Scheduled Mus (Z)	Time-block Availability, (TA) = (Xi/Zi) + (Yi/Zi)
01-May-22	25	0	0.075	0.075	
01-May-22	26	0	0.075	0.075	
01-May-22	27	0	0.075	0.075	
01-May-22	28	0	0.075	0.075	
01-May-22	29	0	0.075	0.075	
01-May-22	30	0	0.06	0.075	
01-May-22	31	0	0.05	0.075	
01-May-22	32	0	0	0	NA
01-May-22	33	0	0	0	NA
01-May-22	34	0	0	0	NA
01-May-22	35	0	0	0	NA
01-May-22	36	0	0	0	NA
01-May-22	37	0	0	0	NA
01-May-22	38	0	0	0	NA
01-May-22	39	0	0	0	NA

Date	Block	Drawl (from Grid) Mus (Charging) (X)	Injection (into Grid) MUs (Discharging) (Y)	Scheduled Mus (Z)	Time-block Availability, (TA) = (Xi/Zi) + (Yi/Zi)
01-May-22	40	0	0	0	NA
01-May-22	41	0	0	0	NA
01-May-22	42	0	0	0	NA
01-May-22	43	0	0	0	NA
01-May-22	44	0.088	0	0.088	1
01-May-22	45	0.08	0	0.088	0.91
01-May-22	46	0.08	0	0.088	0.91
01-May-22	47	0.088	0	0.088	1
01-May-22	48	0.088	0	0.088	1
01-May-22	49	0.088	0	0.088	1
01-May-22	50	0.088	0	0.088	1
01-May-22	51	0.088	0	0.088	1
01-May-22	52	0	0	0	NA
01-May-22	53	0	0	0	NA
01-May-22	54	0	0	0	NA

Date	Block	Drawl (from Grid) Mus (Charging) (X)	Injection (into Grid) MUs (Discharging) (Y)	Scheduled Mus (Z)	Time-block Availability, (TA) = (Xi/Zi) + (Yi/Zi)
01-May-22	55	0	0	0	NA
01-May-22	56	0	0	0	NA
01-May-22	57	0	0	0	NA
01-May-22	58	0	0	0	NA
01-May-22	59	0	0	0	NA
01-May-22	60	0	0	0	NA
01-May-22	61	0	0	0	NA
01-May-22	62	0	0	0	NA
01-May-22	63	0	0	0	NA
01-May-22	64	0	0	0	NA
01-May-22	65	0	0	0	NA
01-May-22	66	0	0	0	NA
01-May-22	67	0	0	0	NA
01-May-22	68	0	0	0	NA
01-May-22	69	0	0	0	NA

Date	Block	Drawl (from Grid) Mus (Charging) (X)	Injection (into Grid) MUs (Discharging) (Y)	Scheduled Mus (Z)	Time-block Availability, (TA) = (Xi/Zi) + (Yi/Zi)
01-May-22	70	0	0	0	NA
01-May-22	71	0	0	0	NA
01-May-22	72	0	0	0	NA
01-May-22	73	0	0	0	NA
01-May-22	74	0	0	0	NA
01-May-22	75	0	0	0	NA
01-May-22	76	0	0	0	NA
01-May-22	77	0	0	0	NA
01-May-22	78	0	0	0	NA
01-May-22	79	0	0	0	NA
01-May-22	80	0	0.075	0.075	1
01-May-22	81	0	0.075	0.075	1
01-May-22	82	0	0.075	0.075	1
01-May-22	83	0	0.075	0.075	1
01-May-22	84	0	0.075	0.075	1

Date	Block	Drawl (from Grid) Mus (Charging) (X)	Injection (into Grid) MUs (Discharging) (Y)	Scheduled Mus (Z)	Time-block Availability, (TA) = (Xi/Zi) + (Yi/Zi)
01-May-22	85	0	0.075	0.075	1
01-May-22	86	0	0.075	0.075	1
01-May-22	87	0	0.07	0.075	0.93
01-May-22	88	0	0	0	NA
01-May-22	89	0	0	0	NA
01-May-22	90	0	0	0	NA
01-May-22	91	0	0	0	NA
01-May-22	92	0.088	0	0.088	1
01-May-22	93	0.088	0	0.088	1
01-May-22	94	0.088	0	0.088	1
01-May-22	95	0.088	0	0.088	1
01-May-22	96	0.088	0	0.088	1
Total		**1.379**	**1.155**		

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 = 0.97

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

Assuming the following parameters:

a. Total Contract Capacity = 300 MW, **C**

b. Quoted monthly Capacity charges = 5 lakhs/MW/month, **D**

c. Annual system availability (as per procedure above) is calculated to be 0.93, **B**

d. n = 12

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

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

= (0.95-0.93) x 300 x 5 x 12 x 2

= Rs. 720 lakhs

2. System Round Trip Efficiency

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

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

a. Monthly System Efficiency = 0.84

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

liquidated damages shall be twice the Capacity Charges for the capacity not made available.

Expected System Efficiency: 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 2

= Rs. 0.822 Millions

= Rs. **8.22 lakhs**

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