# Request for Selection (RfS) Document for setting up of Projects of 200 MW / 1600 MWh Standalone Battery Energy Storage (Long Duration Energy Storage) Systems in Gujarat under Tariff-Based Global Competitive Bidding (Phase-V)

## Draft RfS No. GUVNL/BESS/Phase V dated 19.10.2024

**ISSUED BY**

Gujarat Urja Vikas Nigam Ltd
Sardar Patel Vidyut Bhavan, Race Course Vadodara-390007
Tel No. 0265-2340289, 0265-2310582 / 83 /84 / 85/ 86
Website: www.guvnl.com

# DISCLAIMER

1. Though adequate care has been taken while preparing the RfS document, the bidder(s) shallsatisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given by the prospective bidders to the office of Gujarat Urja Vikas Nigam Limited (GUVNL) immediately. If no intimation is received from any bidder within **30 (Thirty) days from the date of issuance of RfS documents,** it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).
2. GUVNL reserves the right to modify, amend or supplement this document.
3. This RfS document has been prepared in good faith, and on best endeavor basis. Neither GUVNL nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.
4. This RfS is not an agreement and is neither an offer nor invitation to the prospective bidders or any other person. The purpose of this RfS is to set the terms for the selection process and to provide Bidders with information that may be useful to them in preparation and submission of their Bids.
5. The bidder shall bear all its costs associated with or relating to the preparation and submission of its bid, including but not limited to preparation, copying, postage, delivery fees or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the bidder and the authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation of submission of the bid, regardless of the conduct or the outcome of the bidding process.
6. In case of any discrepancy in the documents uploaded on the websites of GUVNL and ISN-ETS, the documents uploaded on the ISN-ETS website will prevail.

Place: Vadodara Date:_____

# BID INFORMATION SHEET

The brief details of the RfS are as under:

| | | |
|---|---|---|
| **(A)** | **NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB** | 1. Selection of Battery Energy Storage System Developers for Setting up of 800 MWh (200 MW x 8 hrs) Battery Energy Storage Systems (long Duration Energy Storage) in Gujarat for "on Demand" usage under Tariff-based Competitive Bidding (Phase-V)<br>2. The Projects will be set up under "BOO" model. |
| **(B)** | **RfS NO. & DATE** | GUVNL/BESS/Phase V dated _____ |
| **(C)** | **TYPE OF BIDDING SYSTEM** | Single Stage Bidding with Two Envelopes |
| **(D)** | **TYPE OF RfS/ TENDER** | E – Tender |
| **(E)** | **COMPLETION/ CONTRACT PERIOD** | As mentioned in RfS Document |
| **(F)** | **DOCUMENT FEE/ COST OF RfS DOCUMENT (NON-REFUNDABLE)** | Amount of INR 29,500/- (Indian Rupees Twenty-Nine Thousand Five Hundred Only) including GST shall be submitted through NEFT/ RTGS transfer in the account of GUVNL. |
| **(G)** | **DOCUMENT PROCESSING FEE** | Rs. 15 Lakh + 18% GST for total Project capacity quoted by each bidder, shall be submitted through NEFT/RTGS transfer in the account of GUVNL. |
| **(H)** | **EARNEST MONEY DEPOSIT (EMD)** | Amount of INR **14, 40,000/-** (Indian Rupees Fourteen Lakh Forty thousand only) per MW shall be submitted in the form of Bank Guarantee. |
| **(I)** | **PERFORMANCE BANK GUARANTEE** | Bidders selected by GUVNL based on this RfS shall submit Performance Bank Guarantee(PBG) for a value @ **INR 36, 00,000/ MW** (Rupees Thirty Six Lakhs only/MW), prior to signing of BESPA as per terms of RfS. |
| **(J)** | **PRE-BIDMEETING** | To be held through VC as per date & time mentioned on ETS portal. Bidders shall submit their queries on or before to GUVNL through email.<br>Queries to be submitted on or before : |

| | | |
|---|---|---|
| **(K)** | **OFFLINE & ONLINE BID-SUBMISSION DEADLINE** | Applicable 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.<br>Date and time of e-RA shall be intimated through portal. |
| **(N)** | **CONTACT DETAILS OF ISN-ETS Portal** | M/s **Electronic Tender.com (India) Pvt. Ltd.**<br>Gurugram<br>Contact Person: ISN-ETS Support Team<br>Customer Support: +91-124-4229071,4229072<br>(From 10:00 Hrs to 18:00 Hrs on all working Days i.e. Monday to Friday except Govt. Holidays)<br>Email: support@isn-ets.com |
| **(O)** | **Name, Designation, Address and other details**<br><br>**(For Submission of Response to RfS)** | ***Shri Sourav Nandy***<br>***Chief Finance Manager ( Power Trading)***<br>***Gujarat Urja Vikas Nigam Ltd***<br>***Sardar Patel Vidyut Bhavan,***<br>***Race Course, Vadodara-390007***<br>***Tel No. 0265-2340289, 0265-2310582 / 83 / 84 / 85 / 86***<br>***Website-www.guvnl.com*** |
| **(P)** | **Details of persons to be contacted in case of any assistance required** | 1) Sourav Nandy<br>Chief Finance Manager<br>Phone No: +91 9971001855<br>Email ID: snandy.guvnl@gebmail.com<br>2) Nagajan Parmar<br>Executive Engineer<br>Phone No: +91 9773037668<br>Email ID: eepsp.guvnl@gebmail.com<br>3) Sumit Harwani<br>Deputy Engineer<br>Phone No: +919913397427<br>EMAIL ID: depsp.guvnl@gebmail.com |
| **(q)** | Bank Account, GST and PAN details of GUVNL | Name of Bank – State Bank of India<br>Bank Account No. – 10565103714<br>IFSC Code - SBIN0001946<br>GST No. : 24AACCG2861L1ZK<br>PAN: AACCG2861L |

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

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

# SECTION 1. INTRODUCTION & INVITATION FOR BIDS

## *1 Background & Introduction*

*2* Gujarat Urja Vikas Nigam Ltd (hereinafter referred to as "GUVNL") is a company incorporated under the Companies Act 1956 and is the successor of erstwhile Gujarat Electricity Board (GEB) and also the holding company of all other unbundled reorganized functional entities of the erstwhile Gujarat Electricity Board (GEB). GUVNL is performing the functions of bulk purchase and bulk sale of power, assigned as per the re-organization scheme notified by the Government of Gujarat.

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

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

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

2.4 As GUVNL 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, GUVNL hereby wishes to invite proposals for setting up of Projects of Standalone Battery Energy Storage Systems (BESS) connected with the State Grid, for an aggregate storage capacity of 1600 MWh (200 MW x 8 hrs) with one cycles charging/discharging operation of BESS. GUVNL shall enter into a Battery Energy Storage Purchase Agreement (BESPA) with the successful Bidders selected based on this RfS, for providing Battery Energy Storage facility to GUVNL as per terms, conditions and provisions of the RfS and BESPA.

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

2.6 (Not used)

2.7 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 GUVNL for any liability if Bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff. GUVNL does not however, give a representation on the availability of fiscal incentive and submission of bid by the Bidder shall be independent of such availability or non-availability as the case may be of the fiscal incentives.

2.8 (Not used)

2.9 Guidelines for Implementation of the RfS

This RfS document has been prepared based on the Guidelines for "Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services", issued by Ministry of Power vide Gazette Notification dated 10.03.2022 and subsequent amendments and clarifications issued thereto until the bid submission deadline for this RfS issued and this RfS in the capacity of "Procurer" as defined in the aforementioned Guidelines. GUVNL has obtained approval from the Government of Gujarat (GoG) for deviations from the Ministry of Power (MoP) guidelines on exception from Payment Security Funds & Change in-law provisions in line with other GUVNL (RE) tenders.

## *3 Invitation for Bids*

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

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

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

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

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

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

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

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

3.5 NOT USED

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

3.7 GUVNL 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.

**3.8 Interpretations**

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

# SECTION 2. SPECIAL CONDITIONS OF CONTRACT

## *4 Scope of Work*

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

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

4.3 Setting up of the BESS, with 200 MW / 1600 MWh capacity that can deliver one cycle per day, cumulative BESS delivered capacity per day will be 1600 MWh.

4.4 The BESS shall be charged by drawing power from GETCO and inject power to GETCO network in accordance with the dispatch instructions issued by SLDC in consultation with GUVNL. GUVNL will provide required power for charging BESS considering minimum system efficiency under the agreement.

## *5 Total capacity offered and Project sizing*

5.1 Selection of BESS Projects for a total capacity of 1600 MWh will be carried out through ebidding followed by e-Reverse Auction process. The minimum bid size shall be 400 MWh i.e. 50 MW x 8 hours and in multiple of 50 MW / 400 MWh.

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

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

## *6 Maximum Contracted Capacity Allocation for a Bidder*

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

6.1 The total capacity of 200 MW/1600 MWh shall be set up at any locations in Gujarat, connected with Intra State Transmission System (In-STS). 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 200 MW /1600 MWh in the prescribed formats.

Land shall be identified by bidder them self, to interconnect with listed substation given in Annexure-A.

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

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

6.3 Subject to the exception as per Clause 6.1 above, multiple bids from same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.

## *7 Project Location*

7.1 The total Project capacity of 200 / 1600 MWh shall be located in the vicinity of Substations of the STU network as per information mentioned in Annexure-E, in the State of Gujarat. Bidder may choose the interconnection substation from the list provided under Annexure-E.

7.2 In case the BESSD wishes to set up more than one Project, then the Projects would need to be physically identifiable with separate injection points, control systems and metering arrangement.

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

## 8. Connectivity with the Grid

8.1 The Project should be designed for interconnection with the State Transmission Network in accordance with the prevailing GERC regulations in this regard. For interconnection with the grid and metering, the BESSD shall abide by the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other Regulations/Procedures (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA). The voltages for interconnection at the STU grid shall be as stipupd by GETCO and shall not be less than 66 kV. BESSD shall also comply with the requirements of relevant authority regarding charging and synchronization.

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

borne by the BESSD.

***Important Notes:**

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

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

(iii) Tentative coordinates of the Interconnection Point may be obtained from the GETCO.

8.3 The maintenance of Transmission system up to the interconnection point shall be responsibility of the BESSD, to be undertaken entirely at its cost and expense. The entire cost of construction of infrastructure from the Project upto and including at the Interconnection Point, including but not limited to the transmission line, maintenance losses, & all cost up to the delivery point shall be borne by the BESSD. The SLDC/Scheduling charges and other charges payable by BESSD. For transmission of power during charging/discharging of the BESS, transmission charges and losses applicable as per the applicable regulations, beyond delivery point will be borne by GUVNL. All expenses including wheeling charges and losses in relation to the transmission and distribution beyond the Metering Point shall be borne by GUVNL. Applicability of the charges and losses on charging and discharging power shall be governed as per the regulations prevailing from time to time.

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

The BESS performs regulations in one or several pre-defined ways (e.g. regulating its own output power according to the orders given by SCADA system) to achieve an active power balance between generation and demand to maintain the power system frequency within a reasonable range.

8.5 The BESSD shall comply with GERC 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 GUVNL. However, any DSM penalties due to violation of the schedule of charging or discharging of the BESS at BESS end shall be to the account of the BESSD. In order to remove potential discrepancies and ambiguities, the BESSDs are hereby instructed that, as part of scheduling of power to/from the Project, they will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces of the SLDC concerned for the corridor of power flow, including the GETCO, as per the Regulations in force, under intimation to GUVNL. GUVNL may facilitate in identification of any discrepancy and assist the BESSD for its early rectification without any liability on GUVNL/GETCO. The BESSD shall be solely responsible for

discrepancy identification and its rectification to avoid any rejection/less payment of invoices.

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

8.7 Reactive power charges shall be on account of BESSD as applicable, at BESSD end during charging and discharging, as per CERC/GERC regulations.

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

## *9. Performance Criteria of the Project*

### 9.1 Project performance parameters

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

(b) For example, for a Project Capacity of 200 MW/1600 MWh, Contracted Capacity shall be 200 MW/1600 MWh under the BESPA. Accordingly, for the Contracted Capacity of 200 MW, the BESPA shall GUVNL to schedule discharge upto 1600 MWh of energy from the BESS, subject to the following:

i. The GUVNL 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 200 MW/1600 MWh, with RtE quoted by bidder is 85% & degradation of 2.5 % each year, then during the 3rd Year after COD, GUVNL shall supply charging power to the tune of (200*8*0.925)/0.85=1741.17 MWh, to expect a discharge of 1480 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) of BESPA.
**Illustration:** For example, during the end of the 3rd Year after COD, the energy scheduled for discharge from 200 MW capacity shall be more than or equal to 200x0.925x8 =1480 MWh.

iii. Contract capacity shall be the project capacity at delivery point. GUVNL shall provide the charging energy factoring the RtE, as per specified RtE by successful bidder.

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

(d) Power rating of the project capacity of 1600 MWh (200 MW x 8 hrs) BESS will be 200 MW, i.e., the maximum value of the active Output and Input Power at the Delivery Point. Input power shall be provided by GUVNL at delivery point for contract capacity as illustrated in 9.1 (b). The Energy rating of 1600 MWh of the system will be the dispatchable capacity at COD of the system considering degradation of BESS as provided in RfS, as measured at the Metering Point. Terms and definitions of terminologies related to BESS shall be as defined in IEC 62933-2-1.

(e) The BESSD shall make the BESS available for **1 (one) operational cycles per day**, i.e. 1 complete charge-discharge cycles per day**.** Following provisions shall be applicable on the entire Project Capacity guaranteed to be off-taken by GUVNL:

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

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

**Illustration:**

| Month | Monthly Average Availability | Monthly Average Availability for Calculation | Annual Average Availability = {∑(MonthlyAverage Availability)}/ 12 |
|---|---|---|---|
| 1 | 95% | 95% | = (95%+95%+93%+95%+93% +95%+95%+92%+95%+95%+ |
| 2 | 95% | 95% | |

| | | | |
|---|---|---|---|
| 3 | 93% | 93% | 91%+90%)/12 |
| 4 | 97% | 95% | =93.66% ~94% |
| 5 | 93% | 93% | |
| 6 | 98% | 95% | |
| 7 | 95% | 95% | |
| 8 | 92% | 92% | |
| 9 | 96% | 95% | |
| 10 | 95% | 95% | |
| 11 | 91% | 91% | |
| 12 | 90% | 90% | |

2. Availability of the Project shall mean the ability of the ESS to execute a function i.e. charging or discharging, when called upon to do so, as per the schedule or signal provided by the off-taker, subject to the minimum system ratings specified herein. In addition, the BESSD shall also demonstrate, on annual basis, 100% of the minimum dispatchable Capacity of the BESS as required under Clause 9.1.e.4 below.

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

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

   where,

   System Availability in a time-block=

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

   Where,

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

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

3. The BESSD shall require to quote guarantee AC to AC **roundtrip efficiency (RtE)** of system, and need to match the quoted RtE onmonthly 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) If Monthly derived RtE is lesser than the quoted RtE, there shall be a liquidated damage @ 1.5 times APPC tariff of previous financial year of the DISCOMs of excess conversion losses considering system RtE = Quoted by Bidder.

**System Roundtrip Efficiency =**

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

Where,

j refers to the jth month in a year;

D ≠ 0;
D <= 2 x BESS x (MDn-1 – (MDn-1 – MDn) x j/15)x(Number of days in the jth month))/ RtEg; =BESS refers to Energy Rating specified in Clause 9.1.b. above;

MDn-1 refers to minimum guaranteed dispatchable energy at the end of the previous year (as a % of Capacity at the COD specified in Clause 9.1.e.4. below);
MDn refers to minimum guaranteed dispatchable energy at the end of the current year; RtEg refers to the guaranteed Round-Trip Efficiency under the BESPA;

**C and D shall be as per the DSM/UI Reports/State Energy Account published by the SLDC ormeasurement at the Main ABT Meter at the Point of Interconnection.**

**Note:**

- The Scheduled capacity shall be subject to the System Power Rating specified in Clause 9.1.a. & 9.1.b above.
- The BESSD shall take separate, metered connection for the Auxiliary Power load of BESS,

Or

The BESSD can draw auxiliary power from Interconnection point. Separate meter would be arranged by Developer to measure Auxiliary consumption and that would be billed by DISCOM.

4. Taking into consideration capacity degradation quoted by bidder, the minimum dispatchable energy to be made available by the BESSD at the end of a given year shall be asfollows:

Min. Dispatchable Capacity at the end of Year (as a % of Capacity at the Beginning of Life/Final COD) = $\sum_{i=1}^{n} Yi$

Where,
i = Nos. of Years,
Y = Degradation Quoted by bidder under bid,
Yi = Sum of ith Year degradation,

5. The nameplate ratings shall be achievable during discharge for the full range of environmental conditions at the project site when the battery is fully charged. In any case, the BESS shall be capable of being discharged at reduced power levels from that specified above. However, the energy discharged from the battery shall not require to be greater than the nameplate watt-hour rating specified herein.
   For example, during the end of the 3rd Year after COD, the energy scheduled for discharge from 200 MW capacity shall be more than or equal to 200x0.925x8 =1480 MWh.
6. SLDC in consultation with GUVNL shall, in accordance with Applicable Laws and Regulations thereunder, issue instructions to the BESSD on behalf GUVNL for dispatch of electricity to the Grid during such period and in such volume as it may specify in its instructions. The BESSD shall clearly specify the maximum recovery times required to restore the BESS for functional availability between duty cycles. The maximum allowed cooling time between Charge to Discharge or Discharge to charge would be 1 hr. However, for one cycle recovery time shall not be more than 2 hours.
7. Operational Window: Operational Window shall mean the expected hours/duration of system (capacity) availability on each day during the term of the Contract, excluding:
   a. Maximum BESS recovery time as specified in this document
   b. Grid Outages (duly certified to this effect by the Grid Operator)
   c. Planned Maintenance Outage duly informed by the BESSD to the off-taker with at least one month's prior notice, subject to total no. of planned outage period being not more than 34 hours in a two-month period.

   BESSD will have to comply with the Charging and Discharging Schedule as intimated by SLDC. It is clarified that discharge of BESS shall take place subject to the transmission constraints at the GETCO substation. For example, discharge of power from BESS during peak Solar hours (say, 11:00 AM- 2:00 PM) may be subject to the Grid constraints.
8. In addition to above, the BESSD shall also submit Available energy Test Report for the Project capacity as per IEC 62933-2-1 on Annual basis.
9. It shall be the responsibility of the BESSD to make periodic replacements/replenishments of system capacities (to ensure annual guaranteed system ratings), if and when required, up to the Term of the Contract. Outage time as a result of replacement will also be counted as an "Accountable BESS Outage" for the purpose of computing BESS Availability.

(f) Pursuant to the provisions above, the BESSD shall plan the dispatch of electricity and convey its availability for scheduling thereof by the SLDC and shall supply electricity in accordance with the provisions of the Grid Code andthe Electricity Act, 2003. The BESSD shall adhere to all the technical requirements asbrought out in Annexure-A of the RfS. The BESS shall conform to all the applicable regulations of GERC and CEA Standards for connectivity, metering, communication with the grid operators, etc

### 9.2 Shortfall in meeting Performance Criteria

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

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 GUVNL.

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

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

where,

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

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

C is BESS Power Capacity;

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

n is the no. of months.

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

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

## *10. Commissioning of Projects*

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

### 10.1 Part Commissioning

Part commissioning of the Project, without prejudice to the imposition of liquidated damages in terms of the BESPA, on part which is not commissioned, shall be accepted

by GUVNL 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 numberof 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 22.3 of the RfS.

**10.2 <u>Commissioning Schedule and Liquidated Damages Not Amounting to Penalty for Delay in Commissioning</u>**

a. The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on 24 months from the Effective Date of BESPA (for e.g. if Effective Date of the BESPA is 05.07.2024, then SCD shall be 05.07.2026).

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

c. In case of delay in commissioning of the Project beyond the SCD until the date as per Clause 10.2.b. above, as part of the liquidated damages, the total PBG amount for the Project shall be encashed on per-day-basis and proportionate to the balance capacity not commissioned. For example, in case of a Project Capacity of 150 MW capacity, if commissioning of 100 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: PBG amount X (100/150) X (18/270). For the purpose of calculations of the liquidated damages, 'month' shall be considered consisting of 30 days.

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

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

f. It is clarified that for the purpose of commissioning, the Project Capacity shall refer to the rated capacity of the Energy Storage System as declared by the BESSD in the BESPA. Any reduction in the Project/Contracted Capacity on account of Clause 10.2.d & e.

above, will have no bearing on the obligation of the BESSD to provide the Project/Contracted Capacity as per the BESPA.

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

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

Subsequent to grant of connectivity, in case there is a delay in readiness of the 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 8.8 & 8.9 above,
ii. The BESSD has adhered to the applicable Regulations/Procedures in this regard as notified by the GERC/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. Decision on requisite extension on account of the above factor shall be taken by GUVNL.

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

## *12 Early Commissioning*

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

In case GUVNL does not agree to early purchase the capacity, early part/full commissioning of the Project shall still be allowed and the BESSD will be free to utilize such capacity in the market or for sale of capacity to a third party until SCD or the date of commencement of procurement of BESS capacity as notified by GUVNL, whichever is earlier. However, early part/full commissioning of the Project and

subsequent capacity procurement from the same shall be subject to the approval of GUVNL. Such intimation regarding consent to procure BESS capacity from early commissioning shall be provided by GUVNL within 15 days of receipt of the request being made by the BESSD, beyond which it would be considered as deemed refusal.
In case of BESSD sales storage capacity to third party, then GUVNL shall not be responsible for providing charging power.

If the BESS capacity is not off taken by GUVNL upon early commissioning, BESSD shall arrange for any augmentation of the Battery capacity to meet the capacity criteria mentioned at the time of SCD (i.e. dispatchable capacity on SCD date shall be 100% of the contracted capacity) and to maintain the capacity at the end of every year as indicated in Clause 9.1(e). 4. of the RfS. Subject to the provisions of the BESPA, in case of early commissioning, if BESSD sells any capacity to a third party, the BESSD will have to again demonstrate 100% of Contracted Capacity (as per the Commissioning Procedure) to GUVNL from the date of commencement of off-take of capacity by GUVNL.

# SECTION 3. STANDARD CONDITIONS OF CONTRACT

## *13 Obtaining RfS Documents*

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

## *14 Cost of Documents & Bid Processing Fees*

Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RfS document along with a non-refundable processing fee as mentioned in the Bid Information Sheet. A Bidder will be eligible to participate in the bidding process only on submission of entire financial amounts as per the Bid Information Sheet. Payments against Cost of RfS document and Bid Processing Fee shall be done only through NEFT/RTGS (electronic transfer), and the Bidder shall submit the transaction receipt, as part of the online bid submission.

The bank details of GUVNL are as under

Name of Bank – State Bank of India. Bank Account No. – 10565103714. IFSC CODE - SBIN0001946. GST NO. : 24AACCG2861L1ZK. PAN: AACCG2861L.

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

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

## *16 Connectivity with the Grid*

Please refer Clause 8 of the RfS.

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

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

a. No Objection (NOC)/Environmental clearance (if applicable) for the Project.
b. 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 GUVNL prior to commissioning of the Project, if sought by GUVNL. 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 Gujarat 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 theBESSD 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 Guarantee towards Earnest MoneyDeposit (EMD)*

**18.1** Earnest Money Deposit (EMD) of **INR 14,40,000 / MW** (Rupees Fourteen Lakh Forty thousand only/MW) per Project in the form of Bank Guarantee according to Format 7.3A and valid for 09 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD,the encashed amount shall include all applicable taxes.

**18.2** The Bidder shall furnish the Bank Guarantees towards EMD from the list of banks notified by Government of Gujarat vide GR No. FD/MSM/e-file/4//2023/4020/DMO dated 11.03.2024 as amended or replaced from time to time for acceptance of Bank Guarantee as Security Deposit and Performance Security, as amended or replaced from time to time.

**List of Banks The list of Banks shall be as per Finance Dept. GR No. FD/MSM/e-file/4//2023/4020/DMO dated 11.03.2024 as amended or replaced from time to time.**

**The presently applicable list is as under,**

(A) Guarantees issued by following Banks will be accepted as SD/EMD on permanent basis: **All National Banks**.

(B) 1. AXIS BANK, 2. A U Small Finance Bank, 3. Bandhan Bank, 4. City Union Bank, 5. CSB Bank, 6. DBS Bank India Limited, 7. DCB bank, 8. Equitas Small Finance Bank, 9. Federal Bank, 10. HDFC BANK, 11. HSBC Bank, 12. ICICI Bank, 13. IDBI Bank, 14. IDFC First Bank, 15. IndusInd Bank, 16. Jana Small Finance Bank, 17. Karnataka Bank, 18. Karur Vyasa Bank, 19. Kotak Mahindra Bank, 20. South Indian Bank, 21. Tamilnadu Mercantile Bank, 22. Utkarsh Small Finance Bank, 23. The Ahmedabad Mercantile Co-operative Bank Ltd., 24. Nutan Nagrik Sahakari Bank Ltd., 25. Rajkot Nagarik Sahakari Bank Limited, 26. Sarswat Co-Operative Bank, 27. SVC CoOperative Bank, 28. The Cosmos So- op. Bank, 29. The Gujarat State Co-Operative Bank, 30. The Mehsana Urban Co-operative Bank Ltd, 31. The Surat District Co-Operative Bank, 32. The Surat People Co-Operative Bank, 33. The Kalupur Commercial Co-Op. Bank, 34. Baroda Gujarat Gramin Bank, 35. Saurashtra Gramin Bank

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

**18.3** GUVNL 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 GUVNL in terms of the guarantee as in the case of appropriation of the cash deposit lyingwith GUVNL.

**18.4 <u>Forfeiture of EMD:</u>**

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

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

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

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

d. If the bidder fails to furnish required PBG in accordance with Clause 19 of the RfS

**18.5 (Not used)**

## *19 Performance Bank Guarantee (PBG)*

**19.1** Bidders selected by GUVNL based on this RfS shall submit Performance Bank Guarantee (PBG) for a value @ **INR 36.00,000/MW/Project** (Rupees Thirty Six Lakhs only/MW/Project), prior to signing of BESPA. It may be noted that successful Bidders shall submit the PBG according to the Format 7.3B with a validity period upto (& including) the date as on **10 months** after the Scheduled CommissioningDate of the Project. Upon receipt and after successful verification of the total PBG in the acceptable format, the BG submitted towards EMD shall be returned by GUVNL to the successful Bidder.

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

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

**19.3** The BESSD shall furnish the PBG from the list of banks notified by Government of Gujarat vide GR No. FD/MSM/e-file/4//2023/4020/DMO dated 11.03.2024 as amended or replaced from time to time for acceptance of Bank Guarantee as Security Deposit and Performance Security, as amended or replaced from time to time. In case of the Project being implemented through an SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in Clause 39.3 of the RfS.

**19.4** The format of the Bank Guarantees prescribed in the Format 7.3 A (EMD) and 7.3 B (PBG) shall be strictly adhered to and any deviation from the above Formats shall resultin 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.

**19.5** GUVNL 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 GUVNL in terms of the guarantee as in the case of appropriation of the cash deposit lying with GUVNL.

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

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

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

**19.9** After the bidding process is over, GUVNL shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 15 days after the completion of e-Reverse Auction. The PBG shall be returned to the BESSD within 45 months from the COD of the Project, after taking into account any liquidated damages due to delays in commissioning as per Clause 10 and 11 of the RfS.

**19.10 (Not used)**

## *20 Payment Security*

**20.1 (Not Used)**

**20.2 (Not used)**

## *21 (Not used)*

**21.1** (Not used)

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

**22.1** GUVNL shall enter into Battery Energy Storage Purchase Agreement (BESPA) with Bidders selected based on this RfS. A copy of standard BESPA to be executed between GUVNL and the BESSD is available on ISN-ETS Portal and also on GUVNL website. The BESPA shall be signed within 10 days of approval from GERC for adoption of tariff, if not extended by GUVNL. Subsequent extension in this timeline shall be finalized as mutually agreed by GUVNL and the BESSD. BESPA will be executed between GUVNL and selected bidder or its SPV separately for each Project after adoption of tariff by GERC.

**22.2** Not used.

**22.3** The BESPA shall be valid for a period of 15 years from the date of full commissioning of the Project.

**22.4** The Performance Bank Guarantee as per Clause 19 above, shall be submitted by the BESSD prior to signing of BESPA. Before signing of BESPA between GUVNL and the BESSDs, GUVNL will verify the shareholding of the Project Company along with a copy of complete documentary evidence. If at this stage or subsequently it is found that the documents furnished by the BESSDs are false / misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.

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

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

## *23 Financial Closure or Project Financing Arrangements*

**23.1** The Projects shall achieve Financial Closure within the date as on 12 months after the Effective Date of the BESPA (for e.g. if Effective Date is 05.06.2024, the above deadline will be 05.06.2025).

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

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

**23.4** In case of default in achieving above condition as may be applicable within the stipulated time, GUVNL shall be entitled to encash PBG and shall remove the Projectfrom the list of the selected Projects, unless the delay is on account of factors not owingto any action or inaction on the part of the BESSD, or caused due to a Force Majeure as per BESPA. An extension can however be considered, on the sole request of BESSD,on advance payment of extension charges of INR 1,000/- per day per MW. This extension will not have an impact on the obligation of BESSD to achieve commissioning by the SCD of the Project. Subsequent to the completion of deadline for achieving financial closure, GUVNL 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. Incase of non-submission of either-the requisite documents or the necessary amount uponexpiry of the above mentioned notice period of 30 days-GUVNL may encash the PBG of the corresponding BESSDs and terminate the BESPA for the corresponding Project. The amount of Rs. 1,000/MW/day shall be paid by the BESSDs in advance prior to thecommencement 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 GUVNL. Interest on account of delay in deposition of the above mentioned charges or on any subsequent extension sought, shall be levied @ one year SBI MCLR rate /annum on pro-rata basis. Any extension charges paid so, shall be returned to the BESSD without any interest on achievement of successful commissioning within the SCD, on pro-rata basis, based on the project/contracted capacity commissioned as on SCD.

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

documents and subsequent delay in Financial Closure.

## *24 Land Arrangements for the Project*

**24.1** Identification of land shall be done by bidder them self, to interconnect the BESS with the list of substation provided in the Annexure-A.

**24.2** The BESSD shall submit Land Lease/Sub-lease/Purchase agreement for a period not less than the complete term of the BESPA, with the financial closer.

**24.3** The BESSD must submit the Land Lease/Sub-lease/Purchase Agreement at the time of financial closure. Failure to do so will result in the termination of the BESPA. The extension for submitting the Land Lease/Sub-lease/Purchase Agreement shall be allowed on case to case basis not more than 3 months, looking towards the reasonability and evidence submitted from the Bidders.

For fulfilling the extension for submitting Land Lease/Sub-lease/Purchase Agreement, the bidder requires to submit at least 60% of land acquisition for extension of 3 months.

**24.4** With respect to signing of Land Lease/Sub-lease/Purchase Agreement, in case of delay caused due to a Force Majeure as per BESPA, SCD shall be suitably extended.

## *25 Commercial Operation Date (COD)*

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

The BESSD shall obtain necessary charging and safety clearances from the Central Electricity Authority prior to commissioning of the Project. The 15 year tenure of BESPA shall be as per the provisions of BESPA. Any capacity being offered to the grid before COD shall not be at the cost of GUVNL under this scheme and developers will be free to make short-term sale to any organization or individual. GUVNL may agree to buy this capacity as a trader if they find it viable outside this RfS.

## *26 Modifications in Controlling Shareholding*

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

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

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

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

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

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

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

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

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

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

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

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

**b.** In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member

issued by the other Members of the Consortium shall be provided in original as per format attached hereto as **Format 7.2.**

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

**c.** Bank Guarantee against Earnest Money Deposit (EMD) as per **Format 7.3 A/7.3 D.**

d. Board Resolutions, as per prescribed formats enclosed as per **Format 7.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:

i. Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Projects and to sign the BESPA with GUVNL. 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 of BESPA.

ii. Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium. In case of AIF, registration certificate issued by SEBI would be required.

iii. A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within 30 days prior to the last date of bid submission. GUVNL 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 willensure submission of the same within the required time lines.

iv. Certified copies of annual audited accounts for the last financial year, i.e. FY 2023-24, 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).

## *28 Important Notes and Instructions to Bidders*

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

**28.2** The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted online will be verified before signing of BESPA in terms of Clause 23 of the RfS.

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

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

**28.5** Response submitted by the Bidder shall become the property of the GUVNL and GUVNL 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.

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

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

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

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

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

**28.11** Response to RfS that are incomplete, which do not substantially meet the requirementsprescribed in this RfS, will be liable for rejection by GUVNL.

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

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

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

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

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

## *29 Non-Responsive Bid*

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

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

(a) Non-submission of the requisite Cost of RfS and/ or Processing Fee as mentioned in the Bid Information Sheet.
(b) Response to RfS not received by the due date and time of bid submission.
(c) Non-submission of correct, valid and operative Pass-Phrases for both Technical and Financial Bid (Price Bid) Parts after the deadline of Bid Submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical Bid.
(d) Any indication of tariff in any part of response to the RfS, other than in the financial bid.
(e) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.
(f) Except for the scenario as per Clause 6.1 above, in case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies have submitted more than one response to this RfS, then all these bids submitted shall be treated as non-responsive and rejected.
(g) Non-submission of EMD in acceptable form or partial submission of EMD along with response to RfS

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

process.

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

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

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

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

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

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

For e.g., if the bid submission deadline is 18:00 hrs on 22.10.2024, the above deadline will expire at 18:00 hrs on 24.10.2024. In case of the above deadline being a holiday, the next working day in GUVNL will be the deadline for submission of Bank Guarantees.

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

The bidding envelope shall contain the following sticker:

| RfS for Procurement of 200 MW/1600 MWh Projects of Battery Energy Storage Systems in Gujarat under Tariff-based Global Competitive Bidding (PHASE-V) | |
|---|---|
| *Cumulative Capacity of the projects applied for* | *200 MW / 1600 MWh* |
| *No. of Projects Bid for* | |
| *RfS Reference No.* | *RfS No. GUVNL / ESS / Phase V dated _____* |
| *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)*<br>*(Name of the Authorized Signatory)*<br>*(Stamp of the Bidder)* |
| *Bid Submitted to* | **Chief Finance Manager (Power Trading)**<br>**Gujarat Urja Vikas Nigam Ltd**<br>**Sardar Patel Vidyut Bhavan,**<br>**Race Course, Vadodara-390007**<br>**Tel No. 0265-2340289**<br>**Website: www.guvnl.com;**<br>**E-mail: snandy.guvnl@gebmail.com;** |

### 30.2 Documents to be Submitted Online

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

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

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

#### I. Technical Bid (First Envelope)

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

(a) Formats - 7.1, 7.2 (if applicable), 7.3 A, 7.4, 7.5 (if applicable), 7.6, 7.7, 7.8/7.8A, 7.9, 7.10 and 7.11 as elaborated in Clause 28 of the RfS.
(b) All attachments elaborated in Clause 28 of the RfS, under the sub-clause k: Attachments, with proper file names.
(c) All supporting documents regarding meeting the eligibility criteria.
(d) Scanned Copies of NEFT/RTGS details towards Cost of RfS Document and Bid Processing Fee as mentioned in Bid Information Sheet.
(e) Scanned Copies of requisite amount of Bank Guarantee towards EMD as mentioned in the Bid Information Sheet.

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

**II. <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 all the Projects applied for, shall have to be filled online in the Electronic Form provided at the ISN-ETS portal. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation, else the bid shall be considered as non- responsive.**

**<u>Important Note:</u>**

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

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

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

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

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

## *31 Notice Board for Display*

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

**___MW/MWh STU-Connected Energy Storage System ProjectOwned and operated by**

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

**[Under RfS for Procurement of 200 MW/1600 MWh Projects of Energy Storage Systems under Tariff-based Global Competitive Bidding in Gujarat (Phase-V) by**
**Gujarat Urja Vikas Nigam Limited]**

**Village:……, Tehsil…….., District…….., State……**

## *32 Validity of the Response to RfS*

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

## *33 Bid Preparation Cost*

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

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

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

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

**34.3** A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet (Venue to be notified later on GUVNL's website).

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

## *35 Right of GUVNL to Reject a Bid*

GUVNL reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability.

## *36 Post Award Compliances*

Timely completion of all the milestones i.e. signing of BESPA, meeting Financial Closure Requirements/Conditions Subsequent (BESPA), Commissioning etc. will be the sole responsibility of BESSD. GUVNL 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 GUVNL 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

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

## *37 General Eligibility Criteria*

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

**37.1** The Bidder must fall under either of the following categories:

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

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

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

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

In case the foreign company participating as a member of consortium, Clause 37.7 of the RfS shall be applicable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

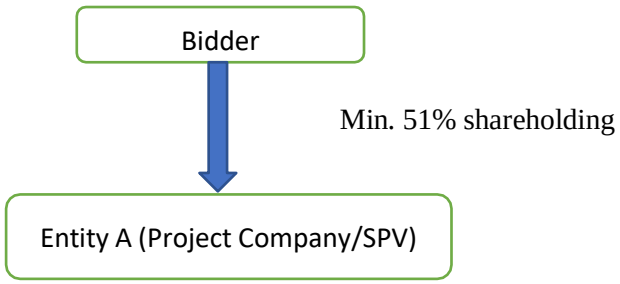
**37.6** A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated/acquired as a subsidiary Company of the successful bidder for setting up of the Project, with atleast 51%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

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

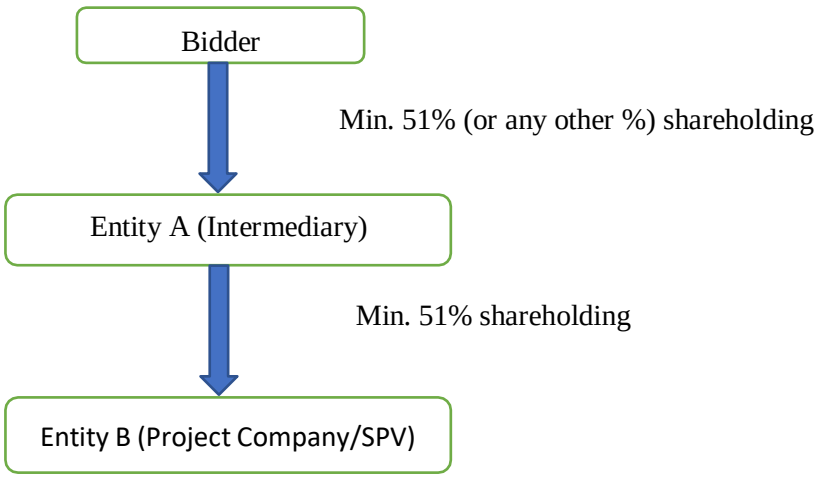
**37.8** The Bidder or any of its Affiliates should not be a wilful defaulter to any lender. Further, the Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors should not have been barred or included in the blacklist by any government agency or authority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

**37.9** For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 37.3 and 37.6 above should be an immediate subsidiary of the bidder, without any intermediaries involved. The following illustrations are provided to clarify the same:

Scenario 1:




Scenario 2:




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

## *38 Technical Eligibility Criteria*

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

time of Financial Closure.

**38.2** Not used.

**38.3** The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of Clause 24 of the RfS. The undertaking shall be submitted as per enclosed Format 7.9 of the RfS.

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

## *39 Financial Eligibility Criteria*

**39.1 <u>Net-Worth/ Asset Under Management (AUM) or Investible Funds</u>**

a. The Net Worth of the Bidder shall be equal to or greater than **INR 74,00,000/MW (Rupees Seventy Four Lakhs / MW)** of the quoted capacity (in MW), as on the last dateof previous Financial Year, i.e. FY 2023-24 or as on the day at least 7 days prior to the bid submission deadline. For. eg., for a 800 MWh (400 MW x 2 hrs) project capacity, the minimum Net Worth requirement to be demonstrated shall be Rs. 74 lakh x 400 MW. In case of the Bidder being a SEBI registered AIF, the cumulative value of Assets Under Management (AUM) with minimum requirement of Rs 74 lakhs / MW shall be demonstrated. In this context, AUM shall meanthe amount as certified by the Statutory Auditor of the AIF.

b. The net-worth/value of AUM to be considered for the above purpose will be the cumulative net-worth of the Bidder/AIF or consortium members. Except in the case of AIFs, the Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the Net Worth criteria as per the RfS. In case of the Bidder being a Bidding Consortium, any Member may meet the above criteria on the basis of financial capability of its Affiliate(s). In both cases, such Affiliates shall undertake to contribute the required equity funding and performance bank guarantees in case the bidder(s) fail to do so in accordance with the RfS.

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

**39.2 <u>(Not used)</u>**

a. .

b. .

**39.3** Except for AIFs, the Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per Clauses 39.1 above subject to clause no 39.9. In case of the Bidder being a Bidding Consortium, any Member (except an AIF) may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions fromthe respective Affiliate(s), undertaking to contribute the required equity funding and Performance Bank Guarantees in case the Bidder(s) fail to do so in accordance withthe 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.

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

**39.5** A Company/Consortium would be required to submit annual audited accounts for the last financial year, 2023-24, or as on the day at least 7 days prior to the bid submission deadline, along with net worth from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfillment of the criteria. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm inthe country where the Bidder or its Affiliate(s) is/ are located, or provisional accounts as on the day at least 7 days prior to the bid submission deadline.

In case Final Audited Annual Accounts for the last financial year are not available, then GUVNL 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 tothe 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 theday at least 7 days prior to the bid submission deadline, are submitted in a language otherthan English, a certified English translation from an approved translator shall be requiredto be submitted by

the Bidder.

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

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

**39.8** In case the response to RfS is submitted by a Consortium, then the financial requirement (the Net-Worth) to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each ofthem 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 800 MWh (400 MW x 2hrs), then, total Net-Worth to be met by the Consortium is Rs. 74 Lakh x 400 MW = Rs. 296 Crores. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs. 207.20 Crores and to be met by Consortium Member B would be Rs.88.80 Crores.

**39.9** For the limited purpose of meeting the technical and financial eligibility criteria, in addition to using credentials of the Affiliates having more than 50% shareholding in the Bidding Company, the Bidder may use credentials of those Affiliates who do not control more than 50% of the bidding company, subject to the following:

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

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

# SECTION 5. BID EVALUATION AND SELECTION OF PROJECTS

## *40 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.

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

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

For e.g., if the bid submission deadline is 18:00 hrs on 31.10.2024, the online bid opening will be conducted on 02.11.2024. In case of the above deadline being a holiday, the bids will be opened on the next working day.

**41.2** Subject to Clause 30 of the RfS, GUVNL will examine all the documents submitted by theBidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, GUVNL may seek clarifications/additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meetingthe eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/additional documents sought by GUVNL within 02 (two) days from the date of such intimation from GUVNL. All correspondence in this regard shall be made throughemail/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 inthis case shall be sent. It shall be the sole responsibility of the Bidders to remove all thediscrepancies and furnish additional documents as requested. GUVNL shall not be responsible for rejection of any bid on account of the above.

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

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

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

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

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

**42.4 In this step, evaluation will be carried out based on tariff quoted by the Bidders, as under;**

**Total Storage Cost = Monthly Fixed Cost×[1+ ((1−RtE)/RtE)+ (Degradation(%)/100)]**

**Where,**

**Bidders requires to quote:**

1. **Monthly Fix Cost in Rupee per MW per Month, (Constant for lifespan of project)**
2. **Round trip Efficiency (RtE) in percentage, (Constant for lifespan of project),**

   **RtE must be higher than 75%.**
3. **Degradation (D) in percentage.(Constant for lifespan of project)**

The round trip efficiency will remain constant throughout the project's lifespan. However, degradation will accumulate annually. For instance, if a bidder quotes a degradation rate of 2.5% per year, this rate will stay the same throughout the project's life. By the end of the third year from the COD (Commercial Operation Date), the total degradation will be the cumulative sum of 2.5% per year, resulting in a 7.5% degradation at the end of the third year.

The Total Storage Cost is to evaluate the bidders under competitive bidding followed by e- reverse auction.

The bidder will receive only Monthly Fix Cost to avail the Battery Energy Storage System.

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

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

**42.7** All Bidders with same tariff shall be eligible for reverse auction round (provided their rank is equal to or less than $n^{th}$ Bidder as mentioned in Clause 42.8 of the RfS.

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

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

## *43 Reverse Auction (Step 3)*

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

**43.2** The Total eligible Bidders for the reverse auction shall be decided as mentioned below:

Assuming

T = Total Techno-Commercially Qualified Bidders, and
$S_k$ = Cumulative capacity till the 'k'th serial number bidder (not the 'k'th rank bidder) after ranking is done in ascending order from the lowest price bid, or "L1 bid" onwards

| | |
|---|---|
| $S_E$ = (Eligible capacity for Intend) | (i) In case 100 MW ≤ $S_T$ ≤ 200 MW, $S_E$ = 200 MW<br>(ii) In case $S_T$ > 200 MW, $S_E$ = 200 MW |

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

i. In case $S_E \leq 200$ MW: all the techno-commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA.
Accordingly, the no. of bidders shortlisted for e-RA, i.e., "n" = "T".

ii. In case $S_E$ >200 MW: The lowest ranked bidder, i.e. the bidder quoting the highest tariff (the "H1 bidder") shall be eliminated at this stage, and the remaining techno-commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA.
Accordingly, the no. of bidders shortlisted for e-RA, i.e., "n" = "T"-1

**Note:**

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

(b) The above elimination will take place subject to the condition that the total bid capacity after such elimination remains more than 200 MW. In the contradictory scenario, no elimination will take place at this stage.

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

Scenario-1: Total bid capacity of techno-commercially shortlisted bidders = $S_T$=500 MW

| S. No. | Techno commercially qualified Bidder | Rank | Capacity (MW) | T | $S_E$ | n | Shortlisted Bidders |
|---|---|---|---|---|---|---|---|
| 1 | B8 | L1 | 50 | 5 | 200 MW | 4* | B8 |
| 2 | B5 | L2 | 100 | | | | B5 |
| 3 | B1 | L3 | 200 | | | | B1 |
| 4 | B4 | L3 | 100 | | | | B4 |
| 5 | B2 | L4 | 50 | | | | |

* n = 5-1 = 4 as per the above formula.

Scenario-2: Total bid capacity of techno-commercially shortlisted bidders = $S_T$=250 MW

| S. No. | Techno commercially qualified Bidder | Rank | Capacity (MW) | T | $S_E$ | n | Shortlisted Bidders |
|---|---|---|---|---|---|---|---|
| 1 | B8 | L1 | 50 | 3 | 400 MW | 3 | B8 |
| 2 | B5 | L2 | 100 | | | | B5 |
| 3 | B1 | L3 | 50 | | | | B1 |

* since if n=T-1, total capacity is not more than 200 MW, n = 3 as per the above formula

**43.3** After opening of Financial Bids and at least two hours before the scheduled start time of Reverse Auction on the same day,a system generated email for invitation for Reverse Auction will be sent to those bidders who have been shortlisted for Reverse Auction based on the criteria mentioned at Clause 43.2 above.

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

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

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

c. Under e-RA, Round trip Efficiency (RtE) and Degradation will be frizzed and bidders requires to decrease the Monthly Fix Cost as mentioned above.

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

e. During reverse auction, the Bidder shall not have the option of changing the total project capacity while quoting tariff during reverse auction.

f. In the bidder's bidding window, the following information can be viewed by the bidder:

   i. Its tariff as the initial start price and there after last quoted tariff along with the project capacity for which the Bidder is qualified.

   ii. The list of all the Bidders with their following details: Pseudo Identity, last quoted tariff and project capacity

g. The initial auction period will be of 30 (thirty) minutes with a provision of auto extension by 5 (five) minutes from the scheduled/ extended closing time. Such auto extension shall be effected if by way of reduction in tariff, a Bidder causes a change in its zonal placement at that instant. The 'zones' are as defined below:

   i. Green Zone: This zone consists of the Bidders who may be allocated their full quoted Project capacity, subject to provisions of Clause 43, if the auction is closed at that instant.

   ii. Yellow Zone: This zone consists of the Bidders who may be allocated a part of their full quoted Project capacity if the auction is closed at that instant.

   iii. Red Zone: This zone consists of the Bidders who will not be awarded their quoted Project capacity, subject to provisions of Clause 43, if the auction is closed at that instant.

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

## *44 Selection of Successful Bidders*

**44.1** Subsequent to conclusion of the e-RA process, the bidders in the "Green" and "Yellow" zones as per Clause 43.4.f. above, will be listed in the increasing order of the tariffs discovered at the end of e-RA.

**44.2** The bidders who fall within the range of (and including) the lowest tariff (L1 tariff) + 2% of the L1 tariff-hereinafter referred to as "the range"- will be declared as Successful Bidders under the RfS, subject to the following conditions:

i. In case the cumulative capacity shortlisted as per the range exceeds $S_E$ (capacity eligible for Award as per Clause 43.2 above), the list of Successful Bidders shall be limited by $S_E$.

ii. In a borderline case, i.e. the scenario wherein more than one bidder is eligible to be declared as Successful Bidder at the highest tariff (the tariff at the end of the range), and the cumulative capacity exceeds $S_E$, time stamping of bidders shall be used to limit allocation of cumulative capacity up to $S_E$. In such cases, those bidders who are at the same tariff, but they are ranked lower than the ones which fall within the cumulative capacity limit of $S_E$, will not be eligible to be declared as Successful Bidders.

In other words, in every possible scenario, the total capacity to be Awarded under theRfS shall be limited to $S_E$.

iii. Time stamping- In case of a tie among two or more Bidders (i.e. their last quoted tariff being the same), they will be considered in the chronological order of their last quoted tariff during the e-RA with preference to be given to that Bidder who has quoted his last tariff during the e-RA, earlier than others.

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

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

**44.3 Illustration:** Following example provides a possible illustration of the above methodology:

• L1 tariff discovered after e-RA: Rs. 250/MW/Month

• The range (L1+2% of L1): Rs. 255/MW/Month

| Rank | Quoted Capacity (MW) | Cumulative Capacity (MW) | Time stamp | Tariff (INR/MW/ Month) | Qualified as Successful Bidder |
|---|---|---|---|---|---|
| L1 | 50 | 150 | NA | 250 | L1 |
| L2 | 150 | 400 | 16:00:01 | 255 | L2 |
| L2 | 140 | 540 | 16:00:02 | 255 | --- |
| L3 | 130 | 670 | NA | 260 | --- |
| L4 | 150 | 820 | NA | 270 | --- |

**44.4** Note: The allocation of cumulative project capacity shall be closed at SE. In case of the last selected Bidder, if the balance project capacity is less than the total capacity mentioned by the bidder, then the capacity allotment shall be as per Clause 44.6 of the RFS.

**44.5** Not used.

**44.6** In case the partial capacity is offered to the last Successful Bidder as per Clause 43.2 above and such partial capacity allotment is less than 50% of the quoted capacity of the bidder, the bidder shall have option to exit from such lower capacity allotment. However, it shall be mandatory for the last Bidder to accept the partial capacity less than 50% of its quoted capacity if such capacity allotment is 70 MW or above. In case the last Bidder refuses to accept partial capacity offered by GUVNL as above, the Bank Guarantee(s) against EMD submitted by such Bidder shall be encashed by GUVNL.

## *45 Issuance of LOIs*

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

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

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

# SECTION 6. DEFINITIONS OF TERMS

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

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

**46.2 "AFFILIATE"** shall mean a company that, directly or indirectly,

i. controls, or

ii. is controlled by, or

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

**46.3 "APPROPRIATE COMMISSION"** shall mean as Gujarat Energy Regulatory Commission (GERC).

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

**46.5 "BATTERY ENERGY STORAGE SYSTEMS"** or **"ESS"** shall mean the system(s)/projects utilizing methods and technologies such as electrochemical batteries (Lead Acid, Li-ion, solid state batteries, flow batteries, etc.), providing a facility that can store chemical energy and deliver the stored energy in the form of electricity. Such systems may be operated on stand-alone basis.

**46.6 "BATTERY ENERGY STORAGE SYSTEM DEVELOPER"** or **"BESSD"** or **"DEVELOPER"** or **"PROJECT DEVELOPER"** shall mean the entity owning/operating the ESS 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 GUVNL (through a competitive bidding process), including the SPV formed by the selected bidder/ consortium for thepurpose of setting up of the Project and signing of BESPA with GUVNL.

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

**46.8 (Not used)**.

**46.9 "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 GUVNL.

**46.10 "BIDDER"** shall mean Bidding Company (including a foreign company) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes

Bidding Company/ Bidding Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules oftheir country of origin.

**46.11 "BIDDING CONSORTIUM"** or **"CONSORTIUM"** shall refer to a group of Companies that collectively submit the response in accordance with the provisions of this RfS under a Consortium Agreement.

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

**46.13 "GUVNL"** shall mean Gujarat Urja Vikas Nigam Limited.

**46.14 "CHARTERED ACCOUNTANT"** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.

For bidders incorporated in countries other than India, "Chartered Accountant" shall mean a person or a firm practicing in the respective country and designated/ registeredunder the corresponding Statutes/ laws of the respective country.

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

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

**46.17 "CONTRACTED CAPACITY"** shall mean the capacity in MW/MWh ("X" MW x 8 hrs) contracted with GUVNL for providing Energy storage facility for charging and discharging the system on "on-demand" basis, based on which the BESPA is executed with GUVNL.

**46.18 "CONTRACT YEAR"** shall mean the period beginning from the Effective Date of the BESPA and ending on the immediately succeeding 31st March and thereafter each period of 12 months beginning on 1st April and ending on 31st March provided that:

a. in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled CommissioningDate 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 on31st March, and

b. provided further that the last Contract Year of this Agreement shall end on the last dayof the Term of this Agreement.

**46.19 "CONTROL"** shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors.

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

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

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

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

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

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

**46.26 "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.

**46.27 "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 GroupCompany, 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.

**46.28 "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/ GERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2014 as amended and revised from time to time.

**46.29 "**Not used.

**46.30 "JOINT CONTROL"** shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% of voting rights and paid up share capital).

**46.31 "LEAD MEMBER OF THE BIDDING CONSORTIUM"** or **"LEAD MEMBER"**: There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium.

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

**46.32 "LETTER OF INTENT"** or **"LOI"** shall mean the letter issued by Gujarat Urja Vikas Nigam Limited (GUVNL) to the selected Bidder for Award of the Project.

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

**46.34 "LLC"** shall mean Limited Liability Company.

**46.35 "MEMBER IN A BIDDING CONSORTIUM"** or **"MEMBER"** shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company.

**46.36 "MONTH"** shall mean calendar month.

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

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

**46.39** **"PARENT"** shall mean a Company, which holds more than 50% voting rights and paid up share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project.

**46.40** **"PROJECT"** shall mean the Battery Energy Storage System set up by the BESSD forsupply 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 ESS), facilities and related assets required for the efficient and economic operation of the power supply facility, whether completed or at any stage of development and construction or awarded to be developed and constructedfor the purpose of supply of power to GUVNL.

**46.41** **"PROJECT CAPACITY"** shall mean the maximum AC capacity at the delivery pointthat can be scheduled from the Project.

**46.42** **"PROJECT COMMISSIONING"**: The Project will be considered as commissionedin line with the Commissioning procedure defined in the RfS/BESPA and upon certification thereof by GEDA.

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

**46.44** **"POWER ON DEMAND"** shall mean the requirement of GUVNL to charge and discharge the ESS based on its requirements during the time of day, subject to provisions of the RfS and BESPA.

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

**46.46** **"RfS"** or **"RfS DOCUMENT"** or **"BIDDING DOCUMENT(S)"** or **"TENDER DOOCUMENTS"** shall mean the "Request for Selection" document issued by GUVNL including standard Battery Energy Storage Purchase Agreement, along with subsequent clarifications and amendments thereof, vide RfS No. GUVNL-2024-TN0000… dated …….2024.

**46.47** Not Used

**46.48** **"SCHEDULED COMMISSIONING DATE"** or **"SCD"** shall be the date as indicatedin Clause 10.2 of the RfS.

**46.49** **"SELECTED BIDDER"** or **"SUCCESSFUL BIDDER"** shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per theterms of BESPA.

**46.50 "STATE TRANSMISSION UTILITY"** or **"STU"** shall mean Gujarat Energy Transmission Corporation Limited (GETCO).

**46.51 "TOE"** shall mean Tender Opening Event.

**46.52 "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 Parentand Affiliates;

**46.53 "WEEK"** shall mean calendar week;