

Addendum 2

In respect of RfS issued on July 25, 2025 for tender number RfS No. MSEDCL/BESS/Phase-2/25-26/001/dated. 25.07.2025 the Bidders to note the following changes:

Existing RfS	Revised RfS
Setting Up Battery Energy Storage Systems (BESS) for 2,000 MW/4,000 MWh (2 Cycle) for MSEDCL Under Tariff-Based Global Competitive Bidding.	Setting Up Battery Energy Storage Systems (BESS) for 2,000 MW/4,000 MWh (1 Cycle) for MSEDCL Under Tariff-Based Global Competitive Bidding.

Accordingly, the revisions are incorporated in the bid documents as Addendum 2. The last date of bid submission has been extended up to 29.09.2025 at 15:00 Hrs.

The Bidders are requested to review the websites of the Bharat E-Portal (<https://www.bharatelectronictender.com>) and the Maharashtra State Electricity Distribution Company Limited (www.mahadiscom.in) for the revised RfS details as referred to above and for any further updates thereto.

Sd/-
Chief Engineer (Renewable Energy)
MSEDCL, Prakashgad, Mumbai
Tel:022-69852200

Request for Selection (RfS) Document
For
Setting Up
Battery Energy Storage Systems (BESS)
for 2,000 MW/4,000 MWh (1 Cycle)
for
MSEDCL
Under
Tariff-Based Global Competitive Bidding

RfS No. MSEDCL/BESS/Phase-2/25-26/001/dated 25/07/2025

ISSUED BY

Maharashtra State Electricity Distribution Company Limited (MSEDCL),

Renewable Energy Section, 5th Floor, Prakashgad“, Bandra (East), Mumbai - 400 051

Website: www.mahadiscom.in

DISCLAIMER

1. Though adequate care has been taken while preparing the RfS document, the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given by the prospective bidders to the office of Maharashtra State Electricity Distribution Company Limited (MSEDCL) immediately. If no intimation is received from any bidder on or before 11.08.2025 at 17:00 Hrs, it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).
2. MSEDCL 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 MSEDCL 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 MSEDCL and ISN-ETS, the documents uploaded on the ISN-ETS website will prevail.

Place: Mumbai

Date: 25.07.2025

BID INFORMATION SHEET

The brief details of the RfS are as under:

(A)	NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB	1. Selection of Battery Energy Storage System Developers for Setting up of Battery Energy Storage Systems (BESS) for 2,000 MW/ 4,000 MWh Under Tariff-Based Global Competitive Bidding for “on Demand” usage for MSEDCL under Tariff-based Competitive Bidding 2. The Projects will be set up under “BOO” model.
(B)	RfS NO. & DATE	MSEDCL/BESS/Phase-2/25-26/001/dated 25/07/2025
(C)	TYPE OF BIDDING SYSTEM	Single Stage Bidding with Two Envelopes
(D)	TYPE OF RfS/ TENDER	E – Tender
(E)	COMPLETION/ CONTRACT PERIOD	As mentioned in RfS Document
(F)	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 MSEDCL.
(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 MSEDCL.
(H)	EARNEST MONEY DEPOSIT (EMD)	Amount of INR 4,20,000 (Indian rupees Four Lacs and Twenty Thousand only) per MW shall be submitted in the form of Bank Guarantee.
(I)	PERFORMANCE BANK GUARANTEE	Bidders selected by MSEDCL based on this RfS shall submit Performance Bank Guarantee(PBG) for a value @ INR 10,50,000/- (Rupees Ten lacs and Fifty Thousand only/ MW), prior to signing of BESPA as per terms of RfS. Payment on Order Instrument (POI) is allowed as an alternative to Performance Bank Guarantee (PBG)
(J)	PRE-BID MEETING	To be held as per date & time mentioned on ETS portal. Bidders shall submit their queries on or before to MSEDCL through email on ncetendermsedcl@gmail.com .
(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. Date and time of e-RA shall be intimated through portal.																
(O)	Name, Designation, Address and other details (For Submission of Response to RfS)	Mr. Dnyanesh Kulkarni Chief Engineer (Renewable Energy) Maharashtra State Electricity Distribution Co. Ltd., Renewable Energy Section, 5th Floor, „Prakashgad“, Bandra (East), Mumbai - 400 051 Tel No. 022- 69852200 (Extn. 2226) Email – ncetendermsedcl@gmail.com																
(P)	Details of persons to be contacted in case of any assistance required	1) Mrs. Kiran Nagaonkar Superintending Engineer (RE), Ph: 022-69852200 Mobile No. 9167243572 2) Mr. Kailas Lavekar Executive Engineer (RE) Ph: 022-69852200 (Extn. 2516) Mobile No. 9594933846																
(q)	Bank Account, GST and PAN details of MSSEDCL (For EMD)	<table><tr><td>Name of Bank</td><td>Bank of India</td></tr><tr><td>Branch Name</td><td>Mumbai Large Corporate Branch</td></tr><tr><td>Account No.</td><td>016020110000033</td></tr><tr><td>Name of Account Holder by Designation</td><td>Maharashtra State Electricity Distribution Co Ltd.</td></tr><tr><td>IFSC Code</td><td>BKID0000160</td></tr><tr><td>TYPE OF ACCOUNT</td><td>CURRENT ACCOUNT</td></tr><tr><td>GST No.</td><td>27AAECM2933K1ZB</td></tr><tr><td>Address</td><td>Mumbai Large Corporate, 70/80, MG Road, Fort, Maharashtra.</td></tr></table>	Name of Bank	Bank of India	Branch Name	Mumbai Large Corporate Branch	Account No.	016020110000033	Name of Account Holder by Designation	Maharashtra State Electricity Distribution Co Ltd.	IFSC Code	BKID0000160	TYPE OF ACCOUNT	CURRENT ACCOUNT	GST No.	27AAECM2933K1ZB	Address	Mumbai Large Corporate, 70/80, MG Road, Fort, Maharashtra.
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Address	Mumbai Large Corporate, 70/80, MG Road, Fort, Maharashtra.																	

(r)	Bank Account, GST and PAN details of MSEDCL (For Tender Fees and Processing Fees)	Name of Bank	Bank of Maharashtra
		Branch Name	Fort, Mumbai
		Account No.	20045003931
		Name of Account	Maharashtra State
		Holder by Designation	Electricity Distribution Co Ltd.
		IFSC Code	MAHB0000002
		TYPE OF ACCOUNT	CURRENT ACCOUNT
		Address	45/47, Bombay Samachar Marg Fort, Mumbai-400 023.

Important Note: Prospective Bidders are requested to remain updated for any notices/amendments/clarifications etc. to the RfS document through the websites <https://www.bharat-electronictender.com> and No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually.

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

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

SECTION 1. INTRODUCTION & INVITATION FOR BIDS

1 Background & Introduction

- 1.1 The erstwhile Maharashtra State Electricity Board was looking after Generation, Transmission & Distribution of Electricity in the State of Maharashtra barring Mumbai. But after the enactment of Electricity Act 2003, MSEB was restructured into 4 Companies viz. MSEB Holding Co. Ltd., Maharashtra State Electricity Distribution Co. Ltd. (Mahavitaran/MSEDCL), Maharashtra State Power Generation Co. Ltd. (Mahagenco) and Maharashtra State Electricity Transmission Co. Ltd. (Mahatransco) on 6th June 2005.

- 1.2 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 MSEDCL for charging/discharging of the BESS, on an “on demand” basis. MSEDCL 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, MSEDCL invites proposals for setting up Battery Energy Storage Systems (BESS), connected to the STU, with a total storage capacity of 2000 MW/4,000 MWh (2 hour discharge, 1 cycle per day).

- 1.3 MSEDCL shall enter into a Battery Energy Storage Purchase Agreement (BESPA) with the successful Bidders selected based on this RfS, for providing Energy Storage facility MSEDCL as per the terms, conditions, and provisions of the RfS and BESPA. Battery Energy Storage System Developers (hereinafter referred to as BESSDs) selected by MSEDCL based on this RfS, shall set up the BESS on Build Own Operate (BOO) basis in accordance with the provisions of this RfS document and standard BESPA. BESPA formats shall be shortly available for download from the ISN- ETS portal <https://www.bharat-electronictender.com>.

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

- 1.5 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 amendment dated 30th May 2022 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.

2 Invitation for Bids

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

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

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

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>), MSEDCL website www.mahadiscom.in and as indicated in the Bid Information Sheet.

- 2.3 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 MSEDCL'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 MSEDCL's website. However, in case of any discrepancy, the information available on ISN-ETS website shall prevail.

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

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

2.6 **Interpretations**

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

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

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

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

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

SECTION 2. SPECIAL CONDITIONS OF CONTRACT

3 *Scope of Work*

- 3.1 Under this RfS, the Battery Energy Storage System Developer (BESSD) shall be required to set up Battery Energy Storage Systems (BESS) with a total aggregate storage capacity of 2,000 MW / 4,000 MWh, to be implemented across multiple locations. The BESS shall be connected to the intra-state transmission system. The primary objective of the BESS is to provide energy storage capacity on an “on-demand” basis to MSEDCL, for charging and discharging in accordance with dispatch instructions issued by MSEDCL. In addition to standalone BESS Locations, BESS Developers (BESSDs), may opt for co-located BESS installation with existing commissioned Solar Energy Projects in Maharashtra having a valid PPA with MSEDCL. The developer opting for co-located projects shall set up DC-coupled Battery Energy Storage Systems (BESS), which shall be co-located with the renewable energy projects under the PPA. The BESS shall be charged exclusively from the co-located solar installation through DC-to-DC charging and such projects will be connected to intra transmission system only through existing evacuation arrangement. The BESS shall be configured for a 2-hour discharge duration and capable of 1 charge- discharge cycles per day, in compliance with the performance requirements and technical criteria specified in clause 9 of this RfS.
- 3.2 The project scope is further divided as under
- 3.2.1. Out of total quantum, 1000 MW/2000 MWh BESS shall be setup either at MSETCL Substations or Co-located with existing commissioned Solar Projects in Maharashtra.
- 3.2.2. The other 1000 MW/2000 MWh BESS shall be setup as distributed BESS at 33/11 kV MSEDCL substations with each BESS unit of 10 MW/20 MWh. Also, out of 1000 MW/2000 MWh, 300 MW/600 MWh will be allocated only for the developer having valid PPA under MSKVY 2.0 scheme.
- 3.2.3. For developers having valid PPA under MSKVY 2.0 scheme, should have commissioned at least 20% of total contracted capacity under MSKVY 2.0 or should have significant site progress for at least 50% of total contracted capacity under MSKVY 2.0 before submission of bid. The developer should submit necessary certification from competent authority along with bid.
- 3.3 This RfS is technology agnostic on the nature of battery storage system being opted by the BESSD, as long as it meets the definition of BESS under this RfS and the required performance criteria under the RfS and BESPA.
- 3.4 The energy for charging the BESS shall be provided by MSEDCL in both the modes i.e. standalone & co-located BESS. In case of non-co-located BESS projects, AC input will be provided for charging, whereas for co-located DC-coupled BESS projects, charging shall be strictly provided through DC-to-DC coupling from the associated solar renewable energy plant. Power shall be delivered to the MSEDCL network in accordance with the

dispatch instructions issued by MSEDCL. As the projects are connected to MSEDCL/MSETCL substations, dispatch instructions shall be issued on a day-ahead basis. MSEDCL may revise the schedule by providing advance notice to the BESSD, provided that such revision shall be effective from the 4th time block following the time block in which the request for revision is received. MSEDCL shall account for Round Trip Efficiency while providing charging energy—AC to AC for non-co-located projects and DC to AC for co-located DC-coupled BESS—under the applicable agreement with the BESSD.

- 3.5 The arrangement required for DC to DC charging from existing commissioned Solar Energy Project will be in the scope of Bidder.

4 *Total capacity offered and Project sizing*

- 4.1 Selection of BESS Projects for a total capacity of 2000 MW/4000 MWh will be carried out through e-bidding followed by e-Reverse Auction process. The minimum bid size shall be 50 MW/100 MWh. Bidders may submit bids subject to compliance with technical requirements specified in this RfS. For developer having valid PPA under MSKVY 2.0 scheme, the minimum bid size will be 10 MW/20 MWh.
- 4.2 However the bidder should quote for the 100% capacity of the locations selected by bidder. No partial capacity will be allowed to quote for selected locations.
- 4.3 Selection of Project Developers will be carried out based on the rate quoted (L1 methodology) 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. Locations will be provided to the successful bidders at the time of LOA.
- 4.4 For a specified Contracted Capacity, any oversizing of the BESS over the minimum rated Energy capacities required under this RfS is left to the discretion of the BESSD. However, it is to be noted that, at the time of commissioning, rated capacity of the BESS (Power and Energy) to be installed as indicated in the BESPA, will be verified.

5 *Maximum Contracted Capacity Allocation for a Bidder*

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

- 5.1 Maximum Bidding size will be 1700 MW / 3400 MWh. with details as below
- 5.1.1. The bidder opting only for installation of BESS at MSETCL substations, maximum bidding size will be 1000 MW/2000 MWh.
- 5.1.2. The bidder opting only for Distributed BESS at MSEDCL substations with each unit of 10 MW/20 MWh, maximum bidding size will be 700 MW/1400 MWh.
- 5.1.3. The developer having valid PPA under MSKVY 2.0 scheme and opting only for Distributed BESS at MSEDCL substations with each unit of 10 MW/20 MWh, maximum bidding size will 1000 MW/ 2000 MWh.

- 5.2 The total capacity of 2000 MW/4000 MWh shall be set up at multiple locations provided by MSEDCL,
- 5.3 The maximum contracted BESS capacity allowed for co-located projects shall be limited to the equivalent of the maximum solar capacity contracted by MSEDCL at that location.
- 5.4 Out of Total capacity offered, Maximum allocation for developer having valid PPA under MSKVY 2.0 scheme will be 300 MW/600 MWh.
- 5.5 The evaluation of bids shall be carried out as described in Section-5 of RfS. The methodology for Allocation of Projects is elaborated in Section-5 of RfS.
- 5.6 Multiple bids from same company including its Parent/Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.

6 Viability Gap Funding (VGF)

- 6.1 The selected developers shall be eligible for financial support under the Viability Gap Funding (VGF) scheme, with a maximum VGF of up to ₹18 lakh per MWh, in accordance with the guidelines issued by the Ministry of Power (MoP), dated 9th June 2025 under the VGF Scheme for Development of Battery Energy Storage Systems (BESS), supported through the Power System Development Fund (PSDF). The eligible bidder shall be required to submit a Bank Guarantee of value equal to the eligible VGF, prior to its release to the developer.
- 6.2 The VGF for each project shall be disbursed to developer through MSEDCL, once NLDC certifies the achievement of disbursement schedule milestone and submission of the required BG.
- 6.3 The said BG shall be liable for encashment in the event of non-fulfillment of the scheme conditions specified in the bidding documents.
- 6.4 The disbursement of VGF shall be as per the following schedule:

Milestone	% VGF disbursed
On financial closure, subject to submission of bank guarantee	20
On Commercial Operation Date (COD)	50
Completion of 1st Year from COD	30
Total	100

The BG submitted for the VGF will be released after successful completion of one year from COD.

7 Project Location

7.1 i. **Projects connected at MSEDCL/MSETCL Substations:**

The BESS Project capacity will be installed at multiple locations in the vicinity of MSEDCL/MSETCL substations.

- A. The 1000 MW / 2000 MWh capacity will be setup at MSETCL substations provided or as Co-located with existing commissioned Solar RE Projects.
- B. The Balance 1000 MW/2000 MWh capacity will be setup at 33/11 Kv MSEDCL substations with each unit of 10 MW/20 MWh with interconnection at 33 KV.
- C. The list of MSEDCL substations will be provided after execution of BESPA.

ii. **Co-located BESS Projects (Intra-State Transmission Connectivity):**

Bidders may opt for co-locating BESS installation with intra-state Solar projects having valid PPA with MSEDCL , with connectivity to the intra-state transmission system.

- 7.2 (a) The GA layouts and single line diagrams of the MSEDCL/MSETCL sub-stations will be provided to the successful bidders, clearly showing the BESS area at the time of LOA.

(b) The area identified for BESS is at one end of the yard and for approach to BESS, if it is required to construct the approach road, the same shall be constructed separately by the BESSD for accessing the Project, without hindering the O&M activities of respective sub-stations.

(c) As Battery Energy Storage System is prone to fire hazard, the BESSD shall provide suitable protection system such as fire barrier between switchyard and BESS to avoid spread of fire from BESS to Yard equipment. BESSD must comply with the CEA measures related to Safety and Electric Supply Regulations 2025 and its amendments. The Developer shall be responsible for the safe handling, storage, and disposal of used batteries in compliance with the prevailing Battery Waste Management Rules, 2022 notified by the Ministry of Environment, Forest and Climate Change (MoEF & CC), and any subsequent amendments thereof. Non-compliance shall attract appropriate penalties and may lead to termination of the BESPA.

(d) Contact details of concerned officers from MSEDCL for the site visit will be provided separately.

8 *Connectivity with the Grid*

8.1 **Case I: Projects Connected at MSEDCL/MSETCL Substations (InSTS)**

a) The Project will be connected to the MSEDCL Sub-Station's bus-bar in a case BESS Project set up at MSEDCL Substation.

b) The Project will be connected to the **intra-state transmission system (InSTS) in**

case project is set up at MSETCL Sub-Stations.

c) The **minimum voltage level for interconnection** shall be **33 kV**, or as specified by the concerned STU/DISCOM in accordance with applicable State Grid Code or SERC regulations. ~~The BESS projects with capacity up to 25 MW, shall be connected at 33 kV level and capacity more than 25 MW, shall be connected to the EHV level.~~

d) The BESSD shall be responsible for:

- Construction of transmission infrastructure from the Project up to the Interconnection Point,
- Erection of bay and associated equipment,
- Synchronization and metering,
- All applicable charges (SLDC fees, wheeling, losses, SOC/MOC, etc.).

e) Metering shall be carried out at the substation end in compliance with the CEA (Installation and Operation of Meters) Regulations and MSEDCL's energy accounting procedures.

Case II: Co-located BESS Projects with RE, Connected to InSTS (Intra-State Transmission)

a) In this case, BESS is installed alongside an existing commissioned Solar energy (RE) generating station, with both components connected to the **intra-state transmission system (InSTS)**.

b) The existing grid connectivity of co-located RE project should be utilized for BESS.

c) The **minimum voltage level for interconnection** in this case shall also be **33 kV**, or as stipulated by the STU in line with State Grid Code and SERC norms.

d) The BESS and RE components must be synchronized and co-located at the same site or within the same energy complex, with a **common Delivery Point** at the STU/InSTS substation.

e) The BESSD shall:

- Ensure adequate evacuation capacity is available,
- Bear full cost of evacuation infrastructure, metering, and all applicable connectivity/scheduling charges,
- Comply with SERC and SLDC regulations applicable to InSTS-connected projects.

f) The Delivery Point shall be the metering point at the STU substation, and round-the-clock availability of the BESS shall be ensured in accordance with the BESP.A.

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

***Important Notes:**

- i. For any clarifications on the above, bidders may contact MSEDCL in this regard. Regarding availability of connectivity at the substation, data as made available by MSEDCL shall be final and binding.
 - ii. Tentative coordinates of the Interconnection Point may be obtained from the MSEDCL.
- 8.3 The development and maintenance of BESS Transmission system up to the interconnection point shall be responsibility of the BESSD, to be undertaken entirely at its cost and expense. The arrangement of connectivity shall be made by the BESSD through a cable or overhead line of 33 kV/EHV dedicated transmission line, if applicable. The entire cost of transmission cable or overhead line of 33 kV /EHV including cost of construction of line, any other charges, losses etc. from the Project up to the Interconnection Point will be borne by the BESSD. For transmission of power during charging/discharging of the BESS, all the expenses including transmission charges, wheeling charges and losses applicable as per the applicable regulations, beyond delivery point will be borne by MSEDCL. 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 BESP.A. In case two or more bidders are allotted for development of project in a single substation, MSEDCL may stipulate scheme with common evacuation infrastructure (Pooling of Projects) with main meter at delivery point and project wise meter at output level of each project. The losses up to delivery point will have to be shared by the developers in the ratio of energy recorded at the project level meters. MSEDCL shall stipulate necessary safeguards mandating that no project shall charge their BESS systems while other project(s) sharing common evacuation infrastructure is discharging their BESS systems. In case of sharing of infrastructure, the failure of one BESSD results into interruption, the interruption shall not be attributed to other BESSD. The non-availability during the time to restore the interruption shall be accounted only for BESSD responsible for interruption. 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 MERC 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 MSEDCL. 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 MSEDCL, as per the Regulations in force, under intimation to MSEDCL. MSEDCL may facilitate in identification of any discrepancy and assist the BESSD for its early rectification without any liability on MSEDCL. 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/MERC regulations.
- 8.8 The BESSD shall be required to follow the applicable Procedure for Grant of connectivity as issued by MERC as well as other Regulations issued by MERC/CEA as amended from time to time. The BESSDs will be required to apply for connectivity at the identified substations within 30 days of signing of BESPA and shall furnish copies of the application as well as granted connectivity, to MSEDCL at the earliest. In case the BESSD fails to obtain the connectivity at a Substation identified by the Bidder, same shall be immediately notified by the BESSD to MSEDCL.

9 Performance Criteria of the Project

9.1 Project performance parameters

- (a) The Contracted Capacity of the Project shall be in terms of “MW”. MSEDCL’s obligation shall be for off-take of the Contracted Capacity and energy at delivery point.
- (b) For example, for the Contracted Capacity of 2000 MW, the BESPA shall ensure a discharge of 4000 MWh of energy from the BESS in each cycle, with no reduction in capacity over the term of the BESPA. The BESSD shall be responsible for ensuring this availability by considering degradation, augmenting capacity, or undertaking replacements as necessary. The BESSD shall guarantee 4000 MWh discharge per cycle throughout the term of the BESPA.
 - i) The MSEDCL will schedule charging of the BESS with equal amount of energy. This shall be achieved by mitigating degradation through necessary augmentation,

thereby maintaining full deliverable capacity throughout the agreement.

ii) MSEDCL shall schedule charging of the BESS with energy equal to the required discharge capacity of 4000 MWh per cycle, adjusted for the guaranteed Round-Trip Efficiency (RtE), to compensate for system losses. For example, with an RtE of 85%, MSEDCL shall supply approximately 4705.88 MWh of charging energy (i.e., $4000 \div 0.85$) to ensure delivery of the committed 4000 MWh discharge.

iii) The quantum of charging energy shall be revised in accordance with the RtE values committed in the BESPA. There shall be no merchant capacity. The entire BESS Project Capacity shall be committed to MSEDCL. The BESS shall comply with the performance requirements specified in Annexure-A.

- (c) The power rating of the Project shall be 2000 MW, i.e., the maximum active Output and Input Power at the Delivery Point. The energy rating of 4000 MWh shall be ensured at COD and maintained throughout the term of BESPA by the BESSD. Terms and definitions of terminologies related to BESS shall be as defined in IEC 62933- 2-1.
- (d) The BESSD shall make the BESS available for 1 operational cycles per day, i.e. 1 complete charge-discharge cycles per day.
- (e) The Application Software of the Energy Management System (EMS) of the BESS shall be developed indigenously within India
- (f) It shall be ensured that the BESS installed is of requisite quality as per best industry practices and refurbished battery cells are not used in the project
- (g) Following provisions shall be applicable on the entire Project Capacity guaranteed to be off taken by MSEDCL:

1. The procurement shall be in power (MW) terms. The BESSD shall install, operate, and maintain the BESS to offer facility to MSEDCL to charge and discharge the BESS on an “on demand” basis. The BESSD shall guarantee a System Availability of 95% on annual basis. The BESSD shall pay the liquidated damages for shortfall if any to MSEDCL. 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. Based on monthly Availability, average of each month taken for calculation of Annual Average Availability. While considering Annual Average availability, only lesser than 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 for Calculation	Annual Average Availability = $\{\sum(\text{Monthly Average Availability})\} / 12$
1	95%	95%	$= (95\%+95\%+93\%+95\%+93\%$

2	95%	95%	+95%+95%+92%+95%+95%+91%+90%)/12 =93.66% ~94%
3	93%	93%	
4	97%	95%	
5	93%	93%	
6	98%	95%	
7	95%	95%	
8	92%	92%	
9	96%	95%	
10	95%	95%	
11	91%	91%	
12	90%	90%	

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

For a given BESP, 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=

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

Where

- i refers to the i^{th} time-block in the Month where Scheduled Injection/Drawl $MU_i \neq 0$.
- Actual Injection/Drawl MU_i is the Actual Scheduled for Charging/Discharging in the i^{th} time block, in MUs.
- Scheduled Injection/Drawl MU_i is the Energy Scheduled for Charging/Discharging in the i^{th} time block, in MUs.
- A and B shall be as per the DSM/UI Reports published by the SLDC or measurement at the Main ABT Meter at the Point of Interconnection. System Monthly availability shall be calculated as per above, and System Annual Availability shall be calculated as illustrated in 9.1 (e).1

3. The BESSD shall guarantee a minimum AC to AC roundtrip efficiency (RtE) of 85% for the system on monthly basis. The BESSD shall be liable for Liquidated Damages to the off- taker, if any, on account of excess conversion losses, based on the following conditions:
 - (a) For RtE <70%, there shall be a liquidated damage @APPC tariff of previous financial year applicable to the Buying Entity, levied upon the excess conversion losses, considering system RtE = 85% and tariff payment for the corresponding month shall not be made to the BESSD;
 - (c) For RtE between 70% & 85%, there shall be a liquidated damage levied @ APPC tariff of last financial year applicable to the Buying Entity, levied upon excess conversion losses considering system RtE = 85%.
 - (d) If RtE is less than 70% for six months in a year will be considered as material breach/ default of the BESSD.
4. Further, DC coupled co- located BESSD shall guarantee a minimum roundtrip efficiency of 90%. The BESSD shall be liable for Liquidated Damages to the off- taker, if any, on account of excess conversion losses, based on the following conditions:
 - (a) For RtE <75%, there shall be a liquidated damage @APPC tariff of previous financial year applicable to the Buying Entity, levied upon the excess conversion losses, considering system RtE = 90% and tariff payment for the corresponding month shall not be made to the BESSD;
 - (b) For RtE between 75% & 90%, there shall be a liquidated damage levied @ APPC tariff of last financial year applicable to the Buying Entity, levied upon excess conversion losses considering system RtE = 90%.
 - (e) If RtE is less than 75% for six months in a year will be considered as material breach/ default of the BESSD.

System Roundtrip Efficiency =

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

Where,

j refers to the jth month in a year;

C and D shall be as per the DSM/UI Reports/State Energy Account

published by the SLDC/MSEDCL measurement at the Main ABT Meter at the Point of Interconnection.

Note:

- The Scheduled capacity shall be subject to the System Power Rating specified in Clause 9.1.a & 9.1.b above.
 - ,
 - Auxiliary power will be provided by MSEDCL. The BESSD can draw auxiliary power from Interconnection point. Separate meter would be arranged by Developer to measure Auxiliary consumption. Auxiliary consumption shall be as per actual or 4% of total energy provided for charging whichever is lower.
 - ~~If auxiliary consumption exceed 4%, excess consumption will be charged as per prevailing MERC HT Industrial tariff.~~
 - .
5. The BESSD shall ensure delivery of 4000 MWh per cycle throughout the BESPA period, compensating for any degradation with augmentation or replacement, such that the contracted energy remains unaffected.
 6. The system's nameplate rating shall support full discharge at the contracted capacity under expected environmental conditions. At no time shall MSEDCL receive less than 4000 MWh per cycle, per day, due to degradation.
 7. SLDC /MSEDCL shall, in accordance with Applicable Laws and Regulations thereunder, issue instructions to the BESSD for dispatch of electricity to the grid during such period and in such volume as it may specify in its instructions. The BESSD shall clearly specify the maximum recovery times required to restore the BESS for functional availability between duty cycles. The maximum allowed cooling time between Charge to Discharge or Discharge to charge would be 1 hr. However, for one cycle recovery time shall not be more than 2 hours.
 8. 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.
 - d. BESSD will have to comply with the Charging and Discharging Schedule as intimated by SLDC/MSEDCL. Frequent deviations from schedule by BESSD on account of commercial gain shall be considered under the material breach of this agreement. It is clarified that discharge of BESS shall take place subject to the transmission constraints at the

MSEDCL/MSETCL sub-station. 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.

9. 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.
10. 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.

Pursuant to the provisions above, the BESSD shall plan the dispatch of electricity and convey its availability for scheduling thereof by the SLDC/MSEDCL and shall supply electricity in accordance with the provisions of the Grid Code and the Electricity Act, 2003. The BESSD shall adhere to all the technical requirements as brought out in Annexure-A of the RfS. The BESS shall conform to all the applicable regulations of MERC 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 off taken by MSEDCL:

Subsequent to COD of full Project/Contracted Capacity, in case of failure to meet 4000 MWh per cycle or availability requirements, Liquidated Damages shall apply:

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.1. 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 and 9.1.e.4 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. MSEDCL may authorize any individual or committee or organization to witness and validate the commissioning procedure on site.

Commissioning certificates shall be issued by MSEDCL 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 shall be accepted by the Procurer subject to the condition that the minimum capacity for acceptance of first part commissioning shall be 50% of Project Capacity or 25 MW/50 MWh, whichever is lower, without prejudice to the imposition of penalty, in terms of the BESPA. The total number of installments in which a Project can be commissioned will be not more than 3 per location, i.e., 1st initial installment and 2nd subsequent installments.

For MSKVY 2.0 PPA holders, minimum Project Capacity for part commissioning will be 10 MW/20 MWh. And number of installments will be equal to the number of substations allotted.

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

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

- a. The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on 18 months from the Effective Date of BESPA (for e.g. if Effective Date of the BESPA is 05.07.2022, then SCD shall be 05.01.2024).
- b. The maximum time allowed for commissioning of the full Project/Contracted Capacity with applicable liquidated damages, shall be limited to the date as on 9 months from the SCD or the extended SCD (if applicable).
- c. In case of delay in commissioning of the Project beyond the SCD until the date as per Clause 9.2.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 MSEDCL. The BESSD shall intimate to MSEDCL, its chosen alternative out of the two options, within 10 business days of intimation of the liquidated damages to the BESSD, as calculated by MSEDCL. In case no response is received from the BESSD until the lapse of the above deadline, MSEDCL 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

MSEDCL'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 MSEDCL on the next business day.

- e. In case Commissioning of the Project is delayed beyond the date as per Clause 9.2.b above, the BESPA capacity shall stand reduced/amended to the Project/Contracted Capacity commissioned, the entire PBG will be encashed by MSEDCL, 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 9.2.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 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 MSEDCL shall schedule the capacity from such early commissioned Project at the BESPA charges (for the Contracted Capacity), only in case MSEDCL agrees to purchase the capacity at an earlier date, and at the BESPA tariff.

In case MSEDCL 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 MSEDCL, 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 MSEDCL. Such intimation regarding consent to procure BESS capacity from early commissioning shall be provided by MSEDCL 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 MSEDCL shall not be responsible for providing charging power.

If the BESS capacity is not off taken by MSEDCL 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). 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 MSEDCL from the date of commencement of off-take of capacity by MSEDCL.

12 Event of default

(i) BESSD Event of Default

- a) The failure to commence availability of BESS for providing Energy Storage Capacity to MSEDCL up to the Contracted Capacity, by the end of the period specified in this RfS, or failure to demonstrate guaranteed availability of such energy storage capacity to MSEDCL within six months from the identification of reduced monthly availability during the term of this Agreement, or if
- 1) the BESSD assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Project in contravention of the provisions of this Agreement; or
 - 2) the BESSD transfers or novates any of its rights and/ or obligations under this agreement, in a manner contrary to the provisions of this Agreement; except where such transfer is in pursuance of a Law; and does not affect the ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this Agreement or is to a transferee who assumes such obligations under this Agreement and the Agreement remains effective with respect to the transferee;
- b) if (a) the BESSD becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or (b) any winding up or bankruptcy or insolvency order is passed against the BESSD, or (c) the BESSD goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, provided that a dissolution or liquidation of the BESSD will not be a BESSD Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains creditworthiness similar to the BESSD and expressly assumes all obligations of the BESSD under this Agreement and is in a position to perform them; or
- (c) the BESSD repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from MSEDCL in this regard; or
- (d) except where due to any MSEDCL's failure to comply with its material obligations, the BESSD is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the BESSD within thirty (30) days of receipt of first notice in this regard given by

MSEDCL.

- (e) change in controlling shareholding before the specified time frame as mentioned in RfS; or
- (f) occurrence of any other event which is specified in this RfS to be a material breach/ default of the BESSD.
- (g) Not used.

(ii) MSEDCL Event of Default

- (a) MSEDCL fails to pay (with respect to a Monthly Bill or a Supplementary Bill), for a period of ninety (90) days after the Due Date and the BESSD is unable to recover the amount outstanding to the BESSD through the Letter of Credit,
- (b) MSEDCL repudiates this Agreement and does not rectify such breach even within a period of sixty (60) days from a notice from the BESSD in this regard; or
- (c) except where due to any BESSD's failure to comply with its obligations, MSEDCL is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by MSEDCL within sixty (60) days of receipt of notice in this regard from the BESSD to MSEDCL or if
 - MSEDCL becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of sixty (60) days, or
 - any winding up or bankruptcy or insolvency order is passed against MSEDCL, or
 - MSEDCL goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, provided that it shall not constitute a MSEDCL Event of Default, where such dissolution or liquidation of Buyer or MSEDCL is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and has creditworthiness similar to MSEDCL and expressly assumes all obligations of MSEDCL and is in a position
 - to perform them; or;
- (d) Occurrence of any other event which is specified in this Agreement to be a material breach or default of MSEDCL.

13 Procedure for cases of BESSD Event of Default

- (a) Upon the occurrence and continuation of any BESSD Event of Default, MSEDCL shall have the right to deliver to the BESSD, with a copy to the representative of the lenders to the BESSD with whom the BESSD has executed the Financing Agreements, a notice stating its intention to terminate this Agreement (MSEDCL Preliminary Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.
- (b) Following the issue of a MSEDCL Preliminary Default Notice, the Consultation Period of ninety (90) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.
- (c) During the Consultation Period, the Parties shall continue to perform their Respective obligations under this Agreement.
- (d) Within a period of seven (7) days following the expiry of the Consultation Period unless the Parties shall have otherwise agreed to the contrary or the BESSD Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, MSEDCL may terminate this Agreement by giving a written Termination Notice of sixty (60) days to the BESSD.
- (e) Subject to the terms of this Agreement, upon occurrence of an BESSD Event of Default under this Agreement, the BESSD shall be liable to pay to MSEDCL, liquidated damages, for failure to commission within stipulated time and for failure to supply power in terms of the BESPA. For other cases, the BESSD shall be liable pay to MSEDCL, damages, equivalent to 6 (six) months, or balance BESPA period whichever is less, of charges for its contracted capacity. MSEDCL shall have the right to recover the said damages by way of forfeiture of bank guarantee/Payment on Order Instrument, if any, without prejudice to resorting to any other legal course or remedy. In addition to the levy of damages as aforesaid, the lenders in concurrence with the MSEDCL, may exercise their rights, if any, under Financing Agreements, to seek substitution of the BESSD by a selectee for the residual period of the Agreement, for the purpose of securing the payments of the total debt amount from the BESSD and performing the obligations of the BESSD. However, in the event the lenders are unable to substitute the defaulting BESSD within the stipulated period, and if the MSEDCL desires to acquire the Project assets, it may do so, by paying to the BESSD, a compensation as mutually decided by the MSEDCL and the lender. In case MSEDCL chooses not to exercise the above option, or the MSEDCL and the lender are unable to come to an agreement, the lenders may liquidate the Project assets and recover their dues, as the last resort. Provided that any substitution under this Agreement can only be made with the prior consent of MSEDCL including the condition that the selectee meets

the eligibility requirements of Request for Selection (RfS) issued by MSEDCL and accepts the terms and conditions of this Agreement.

- (f) The lenders in concurrence with the MSEDCL, may seek to exercise right of substitution by an amendment or novation of the BESPA in favour of the selectee. The BESSD shall cooperate with MSEDCL to carry out such substitution and shall have the duty and obligation to continue to operate the Project in accordance with this BESPA till such time as the substitution is finalized. In the event of Change in Shareholding/Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh BESPA with a new entity, an amount of Rs. 10 Lakh per Project+ 18% GST per transaction as facilitation fee (non-refundable) shall be deposited by the BESSD to MSEDCL.

14 Procedure for cases of MSEDCL Event of Default

- (a) Upon the occurrence and continuation of any MSEDCL Event of Default, the BESSD shall have the right to deliver to MSEDCL, a BESSD Preliminary Default Notice, which notice shall specify in reasonable detail the circumstances giving rise to its issue.
- (b) Following the issue of a BESSD Preliminary Default Notice, the Consultation Period of ninety (90) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.
- (c) During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.
- (d) After a period of two hundred ten (210) days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or MSEDCL Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, MSEDCL under intimation to BESSD shall, subject to the prior consent of the BESSD, novate its part of the BESPA to any third party, including its Affiliates, within the stipulated period. In this case, MSEDCL shall pay amount equivalent to 3 (three) months of energy billing based on the declared availability, or balance Term of the BESPA, whichever is less, for its Contracted Capacity, with the Project assets being retained by the BESSD, and exit from the BESPA. In the event the aforesaid novation is not acceptable to the BESSD, or if no offer of novation is made by MSEDCL within the stipulated period, then the BESSD may terminate the BESPA and choose to either continue operating the Project by itself finding an alternate procurer or to discontinue the operation of the Project. If the BESSD chooses to continue operating the project, MSEDCL will pay to the BESSD, 'termination compensation' equivalent to 6 (six) months of energy billing corresponding to the declared availability, or balance Term of the BESPA, whichever is less, for its Contracted Capacity. If

the BESSD decides to discontinue the operation of the Project, it may require MSEDCL to make a payment of the 'termination compensation' which will be equivalent to the amount of the Debt due and 110% (one hundred and ten per cent) of the Adjusted Equity, less Insurance Cover if any. Provided further that at the end of three (3) months period from the period mentioned in this clause, this Agreement may be terminated by the BESSD. In the event of termination of BESPA, any damages or charges payable to the STU, for the connectivity of the plant, shall be borne by the by the entity due to whose failure, the termination was triggered.

SECTION 3. STANDARD CONDITIONS OF CONTRACT

15 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.

16 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 MSEDCL are as under:

Name of Bank Bank of Maharashtra

Branch Name Fort, Mumbai

Account No. 20045003931

IFSC Code MAHB0000002

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 MSEDCL.

17 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 up to the Delivery Point (along with connectivity), including those required from State Government and local bodies, shall be in the scope of the BESSD. The Projects to be selected under this scheme are intended for the deployment of Battery Energy Storage Systems, including co-located DC coupled BESS with existing commissioned renewable energy projects having valid PPAs with MSEDCL. However, the selection of Projects would be technology agnostic within the above segment.

18 Connectivity with the Grid

Please refer Clause 8 of the RfS.

19 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 MSEDCL prior to commissioning of the Project, if sought by MSEDCL. 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 Maharashtra State. It shall be the responsibility of the BESSD to remain updated about the applicable charges payable to the SNA under the applicable State Policy.

Note: The BESSD should apply for all the necessary approvals & get the necessary approvals, permits and clearances not more than 60 days from the Effective Date of the BESPA, which shall be complete in all respects, incorporating the clarifications/changes as required by the concerned authorities. The above timeline shall be adhered to, in order to examine cases where the BESSD faces delay in grant of the necessary approvals and permits, for a period substantially greater than the standard period of grant of approval by the respective organizations.

20 Bank Guarantee towards Earnest Money Deposit (EMD)

20.1 Earnest Money Deposit (Amount of INR 4,20,000 (Indian rupees Four Lacs and Twenty Thousand only) per MW) in the form of Bank Guarantee according to Format 7.3 A 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. Electronic Bank Guarantee (e-BG) is also acceptable against EMD under this RfS

The presently applicable list is as under,

Guarantees issued by following Banks will be accepted as PBG/EMD on permanent basis 1. All Nationalized Banks. The validity cut-off in GR is with respect to date of issue of Bank Guarantee irrespective of the date of termination of Bank Guarantee. 2. The Bidder shall furnish the Performance Bank Guarantees (PBGs) from any of the Banks listed at Annexure - G to MSEDCL. In case of Bank Guarantee issued by foreign branch of Bank from bank list (As given in Annexure-G) in the RfS is to be endorsed by the Indian branch of the same Bank or State Bank of India.

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.

- 20.2 MSEDCL 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 MSEDCL in terms of the guarantee as in the case of appropriation of the cash deposit lying with MSEDCL.

20.3 Payment on Order Instrument (POI):

As an alternative to submission of EMD as above, the Bidder also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Energy Development agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by MSEDCL within the provisions of RfS/BESPA. This instrument would have to be furnished as per Format 7.3 C of the RfS, within the timelines as per Clause 20.1 above, for the amount and validity period as per those Clause 20.1 above.

20.4 Forfeiture of EMD:

The BG towards EMD shall be encashed by MSEDCL 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, MSEDCL offers to execute the BESPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 23 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 21 of the RfS.

21 Performance Bank Guarantee (PBG)

21.1 Bidders selected by MSEDCL based on this RfS shall submit Performance Bank Guarantee(PBG) for a value @ **INR 10,50,000/MW (Rupees Ten Lacs and Fifty Thousand only/MW)**, prior to signing of BESPA. Payment on order instrument (POI) (Format 7.3 (c) is allowed as an alternative to Performance Bank Guarantee (PBG).It may be noted that successful Bidders shall submit the PBG according to the Format 7.3B with a validity period up to (& including) the date as on **10 months** after the Scheduled Commissioning Date of the Project. Electronic Bank Guarantee (e-BG) is also acceptable against PBG under this RfS. Upon receipt and after successful verification of the total PBG in the acceptable format, the BG submitted towards EMD shall be returned by MSEDCL to the successful Bidder.

21.2 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.

21.3 The BESSD shall furnish the PBG from the list of banks notified by Government of 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.

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

21.5 MSEDCL 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 MSEDCL in terms of the guarantee as in the case of appropriation of the cash deposit lying with MSEDCL.

21.6 The selected Bidder for the Project selected based on this RfS is required to sign

BESPA with MSEDCL within the timeline as stipulated in Clause 22 of the RfS. In case, MSEDCL offers to execute the BESPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents, 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 MSEDCL from the Bank Guarantee available with MSEDCL (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.

- 21.7 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.
- 21.8 All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/BESSDs. Any Bank Guarantee or its 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 MSEDCL's bank and a confirmation in this regard is received by MSEDCL".

After the bidding process is over, MSEDCL 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 days from the COD of the Project, after considering any liquidated damages due to delays in commissioning. However, MSEDCL may choose to increase such period which shall not be more than 15 months from COD with prior notice.

21.9 Payment on Order Instrument (POI):

As an alternative to submission of PBG as above, the Bidder also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Energy Development agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by MSEDCL within the provisions of RfS/BESPA. This instrument would have to be furnished as per Format 7.3 C of the RfS, within the timelines as per Clause 21.1 above, for the amount and validity period as per those Clause 21.1 above.

22 Battery Energy Storage Purchase Agreement (BESPA)

- 22.1 MSEDCL 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 MSEDCL and the BESSD is available on ISN-ETS Portal and also on MSEDCL website. The BESPA shall be signed after approval from MERC for adoption of tariff. Subsequent extension in this timeline shall be finalized as mutually agreed by MSEDCL and the BESSD. BESPA will be executed between MSEDCL and selected bidder or its SPV separately for each Project after adoption of tariff by MERC.
- 22.2 The BESPA shall be valid for a period of 12 years from the date of full commissioning of the Project. Any extension of the BESPA beyond the term of the BESPA shall be through mutual agreement between BESSD and MSEDCL.
- 22.3 The Performance Bank Guarantee as per Clause 21 above, shall be submitted by the BESSD prior to signing of BESPA. Before signing of BESPA between MSEDCL and the BESSDs, MSEDCL will verify the shareholding of the Project Company along with a copy of complete documentary evidence. If at this stage or subsequently it is found that the documents furnished by the BESSDs are false / misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.
- 22.4 Successful bidders will have to submit the required documents to MSEDCL within 30 days from the issue of LOA. In case of delay in submission of documents beyond the 30 days as mentioned above, MSEDCL shall not be liable for delay in verification of documents and subsequent delay in signing of BESPA. Effective Date of the BESPA shall be the date of signing of BESPA.
- 22.5 The BESSD will be free to replenish the battery capacity from time to time during the Term of the BESPA at its cost and expense to meet the performance criteria. However, MSEDCL will be obligated to off-take capacity only within the performance range as specified in the BESPA and at the charges applicable as per the existing agreements. Any excess supply will be dealt as per provisions of the BESPA.

23 Financial Closure or Project Financing Arrangements

- 23.1 The Projects shall achieve Financial Closure within the date as on 9 months after the Effective Date of the BESPA (for e.g. if Effective Date is 05.06.2022, the above deadline will be 05.12.2022).
- 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 document from all financing agencies regarding the tie-up of 100% of the funds indicated for the Project, including arrangements of funds in the form of Equity.
- 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, MSEDCL shall be entitled to encash PBG and shall remove the Project from the list of the selected Projects, unless the delay is on account of factors not owing to any action or inaction on the part of the BESSD or caused due to a Force Majeure as per BESPA. An extension can however be considered, on the sole request of BESSD, on advance payment of extension charges of INR 1,000/MW/day. This extension will not have an impact on the obligation of BESSD to achieve commissioning by the SCD of the Project. After the completion of deadline for achieving financial closure, MSEDCL shall issue notices to the BESSDs who are not meeting the requirements of Financial Closure as per the RfS deadlines. The notice shall provide a period of 30 business days to the respective BESSDs to either furnish the necessary documents or make the above mentioned payment of Rs. 1,000/MW/day. In case of non-submission of either-the requisite documents or the necessary amount upon expiry of the above mentioned notice period of 30 days- MSEDCL may encash the PBG of the corresponding BESSDs and terminate the BESPA for the corresponding Project. The amount of Rs. 1,000/MW/day shall be paid by the BESSDs in advance prior to the commencement of the said delay period and shall be calculated based on the period of delay as estimated by the BESSD. In case of the BESSD meeting the requirements of Financial Closure before the last date of such proposed delay period, the remaining amount deposited by the BESSD shall be returned by MSEDCL. 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 MSEDCL at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, MSEDCL shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.

24. Land Arrangements for the Project

- 24.1 Land shall be provided through Right-of-Use basis by MSEDCL to the developer, at annual lease charge of Rs1 per plot per Year. If the land is not provided by MSEDCL or provided land is not suitable, bidders may opt for private land. The responsibility for identification, acquisition, and securing of private land shall lie solely with the respective Battery Energy Storage System Developer (BESSD).

Bidders may also choose to opt for co-located projects with existing commissioned Solar Project in Maharashtra under a Power Purchase Agreement (PPA) with MSEDCL to install co-located Battery Energy Storage Systems (BESS) alongside such renewable energy projects. In case of co-located projects, the responsibility for arranging and securing land for the BESS installation shall rest solely with the respective Battery Energy Storage System Developer (BESSD) and MSEDCL/MSETCL shall not provide land on Right-of-Use basis under this RfS.

In case of co-located plants the land must be near to existing commissioned Solar Projects

- 24.2 The BESSD shall submit a valid land lease agreement or ROU agreement for duration not less than the full term of the BESPA, immediately upon signing of the BESPA. In the event of default by the BESSD under the BESPA, the land lease/ROU shall stand terminated in accordance with the provisions of the agreement.
- 24.3 Commissioning of the BESS Project shall not be permitted unless the BESSD has submitted the requisite land lease/ROU agreement for the site where the BESS is proposed to be installed. However, in cases where the delay in execution of the land lease/ROU agreement is due to Force Majeure events as defined under the BESPA, or due to government-related delays (including but not limited to land use conversion, clearance under applicable land ceiling Acts, or lease permissions from the State Government or relevant authorities), the Scheduled Commissioning Date (SCD) may be suitably extended, subject to satisfactory documentary evidence and approval by MSEDCL.

25. Commercial Operation Date (COD)

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

The BESSD shall obtain necessary charging and safety clearances from the Central Electricity Authority prior to commissioning of the Project. The 12-year tenure of

BESPA shall be as per the provisions of BESPA. Any capacity being offered to the grid before COD shall not be at the cost of MSEDCL under this scheme and developers will be free to make short-term sale to any organization or individual with first right of refusal with MSEDCL.

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

- a. Conversion of CCDs, CCPs etc. already issued to existing shareholders.
 - b. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of BESPA), insolvent, insane of existing shareholders.
 - c. Transfer of shares within the members of Immediate Promoter Group only.
 - d. Transfer of shares to IEPF.
 - e. 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 up to the COD.
- 26.6 Any change in the shareholding after COD can be undertaken under intimation to MSEDCL.

- 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 MSEDCL.

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 follow 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 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 MSEDCL. 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 **Format 7.7**.
- h. A disclosure statement as per **Format 7.8/7.8A** regarding participation of any related companies in the bidding process.
- i. Format for Technical Criteria as per **Format 7.9** (to be filled out separately for each Project).
- j. Declaration by the Bidding Company / Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per **Format 7.10** (to be filled out separately for each Project).
- k. (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/ 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 / 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. MSSEDCL reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that RfS conditions have been complied with and the bidder will ensure submission of the same within the required timelines.
- iv. Certified copies of annual audited accounts for the last financial year, i.e. FY 2022- 23, 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 the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- 28.2 The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted online will be verified in terms of Clause 33 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, MSEDCL 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 response to 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 MSEDCL and MSEDCL 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 16 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 MSEDCL whenever called for during the tenure of the BESPA.
- 28.7 The response to RfS shall be submitted as mentioned in Clause 27 of the RfS. No change or supplemental information to a response to RfS will be accepted after the

scheduled date and time of submission of response to RfS. However, MSEDCL reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.

- 28.8 The Bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the relevant Bid-part is submitted after the deadline of Bid submission.
- 28.9 All the information should be submitted in English language only. In case of foreign bidders having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted.
- 28.10 Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.
- 28.11 Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by MSEDCL Response to RfS not submitted in the specified formats will be liable for rejection by MSEDCL.
- 28.12 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- 28.13 non-submission and/ or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver on the part of MSEDCL of the obligation of the Bidder to furnish the said data/ information unless the waiver is in writing.
- 28.14 The Maharashtra Electricity Regulatory Commission shall be the appropriate commission to exercise the regulatory and adjudicatory jurisdiction in regard to matters between BESSD and MSEDCL. Subject to the above, only Maharashtra High Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.
- 28.15 All the financial transactions to be made with MSEDCL including delay charges (except charges for delay in Financial Closure), and any additional charges (if required), shall attract 18% GST on each transaction, irrespective of the same being mentioned in the RfS/BESPA.

29. Non-Responsive Bid

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

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

- (a) Non-submission of the requisite Cost of RfS and/ or Processing Fee as mentioned in the Bid Information Sheet.
- (b) Response to RfS not received by the due date and time of bid submission.
- (c) Non-submission of correct, valid and operative Pass-Phrases for both Technical

and Financial Bid (Price Bid) Parts after the deadline of Bid Submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical Bid.

- (d) Any indication of tariff in any part of response to the RfS, other than in the financial bid.
- (e) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.
- (f) Except for the scenario as per Clause 5.3 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

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 MSEDCL 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 22.10.2023, the above deadline will expire at 18:00 hrs on 24.10.2023. In case of the above deadline being a holiday, the next working day in MSEDCL 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 2000 MW/ 4000 MWh of Battery Energy Storage Systems in Maharashtra under Tariff-based Global Competitive Bidding (PHASE-2)	
<i>Cumulative Capacity of the projects applied for</i>	2000 MW / 4000 MWh
<i>RfS Reference No.</i>	RfS No. MSEDCL / BESS / Phase2/25-26/001/ Dated.XX/XX/2025
<i>Submitted by</i>	(Enter Full name and address of the Bidder)
<i>Organization ID (OID) on ETS portal</i>	(Enter the OID through which the Bid has been submitted online on ETS portal)
<i>Authorized Signatory</i>	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
<i>Bid Submitted to</i>	Chief Engineer (Renewable Energy) Maharashtra State Electricity Distribution Co. Ltd. Office of the Chief Engineer (Renewable Energy) “Prakashgad”, 5th Floor, Station Road, Bandra (E), Mumbai -400 051. Tel.: 022-69852200

Documents to be Submitted Online

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

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

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

I. Technical Bid (First Envelope)

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

- Formats - 7.1, 7.2 (if applicable), 7.3 A, 7.4, 7.5 (if applicable), 7.6, 7.7, 7.8/7.8A, 7.9, 7.10 and 7.11 as elaborated in Clause 28 of the RfS.
- All attachments elaborated in Clause 28 of the RfS, under the sub-clause k: Attachments, with proper file names.
- All supporting documents regarding meeting the eligibility criteria.
- Scanned Copies of NEFT/RTGS details towards Cost of RfS Document and Bid

Processing Fee as mentioned in Bid Information Sheet.

- (e) Scanned Copies of requisite amount of Bank Guarantee towards EMD as mentioned in the Bid Information Sheet.

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

II. Financial Bid (Second Envelope)

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

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

In the price-bid, bidder should quote two separate prices for the following category

- A. For BESS at MSETCL substations or Co-located with existing commissioned Solar RE projects in Maharashtra.**
- B. For Distributed BESS at 33/11 kV MSEDCL substations with each unit of 10 MW / 20 MWh & connected at 33 kV.**

Bid price evaluation including e-reverse auction would be done separately for both the parts i.e. Part A and Part B.

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 as non- responsive.

Important Note:

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

31. 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"). MSEDCL reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.

32. Bid Preparation Cost

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

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

- 33.1 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.
- 33.2 MSEDCL 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 MSEDCL's response will be uploaded in the ISN-ETS portal <https://www.bharat-electronictender.com>. If necessary, amendments, clarifications, elaborations shall be issued by MSEDCL which will be notified on MSEDCL/ ISN-ETS web site. No separate reply/ intimation will be given for the above, elsewhere.
- 33.3 A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet (Venue to be notified later on MSEDCL's website).
- 33.4 Enquiries/ Clarifications may be sought by the Bidder by contacting MSEDCL's officials as per the details contained in the Bid Information Sheet.

34. Right of MSEDCL to Reject a Bid

MSEDCL 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.

35. Post Award compliances

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

SECTION 4. QUALIFICATION REQUIREMENTS FOR BIDDERS

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

36. General Eligibility Criteria

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

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

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

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

36.2 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).

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

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

36.4 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:

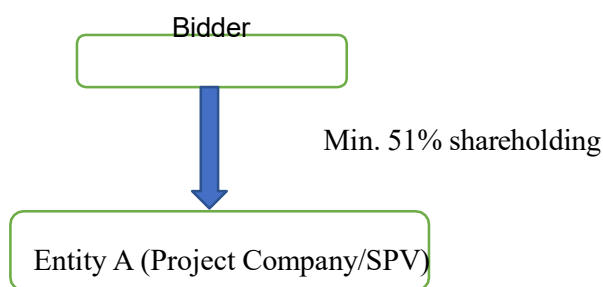
- a. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (as defined in the OM as referred above).

- 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.
- 36.5 Limited Liability Partnership (LLPs) are not eligible for participation.
- 36.6 A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated/acquired as a subsidiary Company of the successful bidder for setting up of the Project, with at least 51% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of BESPA.
- 36.7 Any consortium, if selected as Successful Bidder for the purpose of supply of power to MSEDCL, shall incorporate a Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of BESPA with MSEDCL, i.e. the Project Company incorporated shall have the same share holding pattern as that indicated in the Consortium Agreement given at the time of submission of response to RfS. This shall not change till the signing of BESPA and the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights and paid up share capital) shall not change from submission deadline of response to RfS 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 MSEDCL, subject to the condition that, the management control remains within the same group of companies.

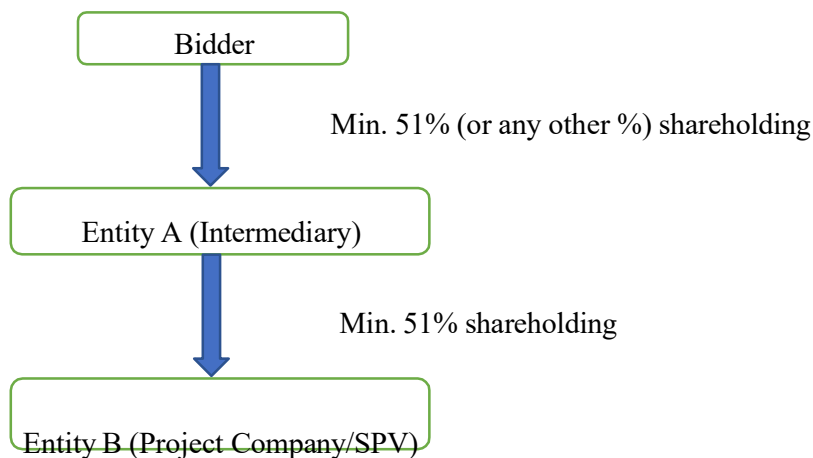
36.8 The Bidder or any of its Affiliates should not be a willful defaulter to any lender. Further, the Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors should not have been barred or included in the blacklist by any government agency or authority in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

36.9 For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 36.3 and 36.6 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.

37. Technical Eligibility Criteria

- 37.1 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.
- 37.2 Not used.
- 37.3 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.
- 37.4 The Projects shall also comply with the performance criteria as detailed in Clause 9 of the RfS.

38. Financial Eligibility Criteria

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

- a. The Net Worth of the Bidder shall be equal to **INR 74 lacs/MW** of the quoted capacity as on the last date of previous Financial Year, i.e. FY 2024-25 or as on the day at least 7 days prior to the bid submission deadline. For. eg., for a 500 MWh (250 MW x 2 hrs) project capacity, the minimum Net Worth requirement to be demonstrated shall be Rs. 74 lakh x 250 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 mean the amount as certified by the Statutory Auditor of the AIF.
- b. The net-worth/value of AUM to be considered for the above purpose will be the cumulative net-worth of the Bidder/AIF or consortium members. Except in the case of AIFs, the Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the Net Worth criteria as per the RfS. In case of the Bidder being a Bidding Consortium, any Member may meet the above criteria on the basis of financial capability of its Affiliate(s). In both cases, such Affiliates shall undertake to contribute the required equity funding and performance bank guarantees in case the bidder(s) fail to do so in accordance with the RfS.
- c. Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and AUM or investible funds to be considered under this clause will be calculated in accordance with applicable SEBI (AIF) Regulations.

- 38.2 Except for AIFs, the Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per Clauses 43.1 above subject to clause no 43.9.
- 38.3 In case of the Bidder being a Bidding Consortium, any Member (except an AIF) may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and Performance Bank Guarantees in case the Bidder(s) fail to do so in accordance with the RfS. In case of non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of BESP.A.
- 38.4 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.
- 38.5 A Company/Consortium would be required to submit annual audited accounts for the last financial year, 2024-25, or as on the day at least 7 days prior to the bid submission deadline, along with net worth from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfillment of the criteria. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located, or provisional accounts as on the day at least 7 days prior to the bid submission deadline.
- In case Final Audited Annual Accounts for the last financial year are not available, then MSEDCL shall accept the Provisional Accounts which are duly certified by a practicing Chartered Accountant of India and at least two directors or one director and the company secretary. Provided that an undertaking signed by at least two directors or one director and the company secretary is submitted by the bidder confirming that Final Audited Annual Accounts for the last financial year are not available as on date of bid submission.
- Note: In case of foreign Bidders, in the event the Bidder is unable to furnish the audited annual accounts for the previous financial year as per the prevalent norm in the respective country, the Bidder shall submit the annual audited accounts of the last financial year for which the audited accounts are available. This, however, would be acceptable, subject to the condition that the last date of response to this RfS falls on or within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country, and the Bidder shall submit the corresponding documentary evidence against the same. In case the annual accounts or provisional accounts as on the day at least 7 days prior to the bid submission deadline, are submitted in a language other than English,*

a certified English translation from an approved translator shall be required to be submitted by the Bidder.

- 38.6 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.
- 38.7 In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause 38.6 above.
- 38.8 In case the response to RfS is submitted by a Consortium, financial eligibility would be assessed for the consortium collectively, rather than on an individual basis, regardless of the shareholding structure within the Special Purpose Vehicle.
- 38.9 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 up to Rs 30 Crore of the Net Worth.
 - b. In case the strength of an Affiliate is being used for meeting the eligibility criteria, shareholding pattern of the respective Affiliate will be locked-in up to COD of the Project.

SECTION 5.

BID EVALUATION AND SELECTION OF PROJECTS

39. Bid Evaluation

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

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

- 40.1 The first envelope (Technical Bid submitted online) of only those bidders will be opened by MSEDCL whose required documents are received at MSEDCL office on or before the due date and time of bid submission. Documents received after the bid submission deadline specified in the Bid Information Sheet shall be rejected and returned unopened, if super-scribed properly with address, to the bidder.
- 40.2 MSEDCL will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, MSEDCL may seek clarification / additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarification/additional documents sought by MSEDCL within 3 days from the date of such intimation from MSEDCL. All correspondence in this regard shall be made through email or <https://www.bharat-electronictender.com>. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. MSEDCL shall not be responsible for rejection of any bid on account of the above.
- 40.3 The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per the RfS.

41. Financial Bid Evaluation (Step 2)

- 41.1 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 in Rs. Per MW per Month.**

- 41.2 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.
- 41.3 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 or 450.64/MW/month, then it shall be considered as 450/MW/Month.
- 41.4 In this step, evaluation will be carried out based on tariff quoted by the Bidders.
- 41.5 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, two more rounds of bidding would be conducted, and if MSEDCL still wants to continue with the bidding process, the same may be done with the consent of the Appropriate Commission.
- 41.6 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.
- 41.7 All Bidders with same tariff shall be eligible for reverse auction round (provided their rank is equal to or less than nth Bidder as mentioned in Clause 41.8 of the RfS.
- 41.8 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 / Month)	L1
B2	₹ 220 (Tariff in ₹/ MW/ Month)	L2
B3	₹ 230 (Tariff in ₹/ MW/ Month)	L3
B4	₹ 230 (Tariff in ₹/ MW/ Month)	L3
B5	₹ 243 (Tariff in ₹/ MW/ Month)	L4
B6	₹ 260 (Tariff in ₹/ MW/ Month)	L5
B7	₹ 365 (Tariff in ₹/ MW/ Month)	L6
B8	₹ 469 (Tariff in ₹/ MW/ Month)	L7
B9	₹ 570 (Tariff in ₹/ MW/ Month)	L8

- 41.9 On completion of Techno-commercial bid evaluation, if it is found that the total

aggregate capacity of the Battery Energy Storage Projects short-listed is lower than or equal to 2000 MW, then further process shall be as follows:

Assuming: -

ST=Capacity of the total number of techno-commercially qualified bidders

S-RA= Eligible Capacity for e-Reverse Auction,

S-RA In Case $ST \leq 2000$ MW, $S-RA=0.5 \times ST$

All techno-commercially qualified bidders whose financial bids are in accordance with the provisions of the RfS, will be shortlisted for e-RA.

Note:

1. In case of each category, on completion of Techno-commercial bid evaluation, if it is found that only one bidder is eligible, opening of the financial bid of the bidder will be at the discretion of MSEDCL. Thereafter MSEDCL will take appropriate action in consultation with MERC.
2. If more than 5 bidders submitted their bids, then the bidder or bidders with the highest quoted Tariff shall be disqualified from this Tender process.
3. In case more than one bidder is quoted highest built-up tariff i.e., such bidders are at the same tariff, all such bidders will be eliminated.
4. The above elimination will take place subject to the condition that the total bid capacity after such elimination remains more than 2000 MW. In the contradictory scenario, no elimination will take place at this stage.
5. 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.
6. Ranking of bidders after Financial Bid Evaluation: In case of financial bids received from all bidders are in the form of tariff, ranking of bidders shall be done accordingly.

42. Reverse Auction (Step 3)

42.1

- a) During the 15 minutes prior to start of reverse auction process, the respective tariff along with the total project capacity of the bidder shall be displayed on its window.
- b) The minimum decrement value for tariff shall be ₹ 1000 per MW per month . The bidder can mention its revised tariff which has to be at least 01 (one) paisa less than its

current tariff.

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

d) During Reverse Auction, the bidder shall not have the option of changing the total project capacity while quoting the tariff. Page 3 of 4

e) In the bidder's bidding window, the following information can be viewed by the bidder: i. Its tariff as their initial start price and there after last quoted tariff along with project capacity for which the bidder is qualified.

f) The initial auction period will be of 60 minutes with a provision of auto extension by Eight minutes from the scheduled/extended closing time if any fresh bid is received in last eight (8) minutes of auction period or extended auction period. If no valid bid is received during last Eight minutes of auction period or extended auction period, then the reverse auction process will get closed.

43. Selection of Successful Bidders

43.1 The bidders shall be selected in the ascending order with lowest quoted tariff (being L1) till the capacity is exhausted.

43.2 The lowest quoting bidder will be allotted its qualified project capacity and then, next higher bidder will be allotted its qualified project capacity and so on, till the total capacity (i.e. 2000 MW or $0.5 \times ST$ in Case $ST \leq 2000$ MW, as the case may be) is exhausted.

43.3 After arranging the bidders in the ascending order of tariff, the Project capacities will be awarded only to those bidders whose final price bids are within a range of "L1+3%" ,in terms of Rs./MW/month.

43.4 In case of the last selected bidder, if the balance project capacity is less than the total project capacity mentioned by the bidder, then the balance capacity shall be awarded to the bidder till the total capacity (i.e. 2000 MW or $0.5 \times ST$ in Case $ST \leq 2000$ MW) is exhausted. However, if the allocated capacity is less than the 50% of the offered capacity by the bidder then right to refusal shall be lie with the bidder. In case the last selected bidder opts for right of refusal as stated above, the bidder shall intimate

MSEDCL about its refusal within two working days after e- Reverse Auction event in writing. This balance capacity will be offered to next eligible bidders at MSEDCL's discretion.

- 43.5 In case of 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 bid with preference to that bidder who has quoted his last bid earlier than others.
- 43.6 In the above case (as mentioned in previous Section), if the time of quote also become exactly same among the bidders at a tie, then the ranking among these bidders shall be done as follow: 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.
- 43.7 In case of $ST \leq 2000$ MW, after reverse auction, MSEDCL may at its own discretion allot capacity to the bidders up to the eligible bid capacity received (i.e. techno-commercially qualified).
- 43.8 At the end of selection process, a letter of Award (LOA) will be issued to all the successful bidders. In case Consortium being selected as successful bidder, the LOA shall be issued to the Lead Member of the Consortium.

In all cases, MSEDCL'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. Also, MSEDCL shall reserve the right to short close the capacity lower than 2000 MW at its discretion if prices are abruptly high.

44. 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) MSEDCL reserves the right to annul the bid process without any financial implications to any of the parties concerned.
- c) In all cases, MSEDCL'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 (MSEDCL) for Awarded capacity after adoption of tariff or any other extended date as mutually agreed between MSEDCL and the successful bidders otherwise the Awarded capacity shall stand cancelled.

SECTION 6. DEFINITIONS OF TERMS

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

- 45.1 "ACT" or "ELECTRICITY ACT, 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time.
- 45.2 "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.
- 45.3 "APPROPRIATE COMMISSION"** shall mean as Maharashtra Energy Regulatory Commission (MERC).
- 45.4 "AVAILABILITY"** shall mean as defined in Clause 8 of the RfS.
- 45.5 "BATTERY ENERGY STORAGE SYSTEMS" or "BESS"** shall mean the system(s)/projects utilizing methods and technologies such as electrochemical batteries (Lead Acid, Li-ion, solid state batteries, flow batteries, etc.), providing a facility that can store chemical energy and deliver the stored energy in the form of electricity. Such systems may be operated on stand-alone basis.
- 45.6 "BATTERY ENERGY STORAGE SYSTEM DEVELOPER" or "BESSD" or "DEVELOPER" or "PROJECT DEVELOPER"** shall mean the entity owning/operating the BESS facility for supply of power under the BESPA including co-located BESS with Renewable Energy Plants, 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 MSEDCL (through a competitive bidding process), including the SPV formed by the selected bidder/ consortium for the purpose of setting up of the Project and signing of BESPA with MSEDCL.
- 45.7 "BATTERY ENERGY STORAGE PURCHASE AGREEMENT" or "BESPA"** shall mean the agreement signed between the Selected Bidder/BESSD and MSEDCL for procurement of capacity from the BESS, as per the terms and conditions of the standard BESPA enclosed with this RfS.
- 45.8 (Not used).**
- 45.9 "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 MSEDCL.
- 45.10 "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 of their country of origin.

45.11 “**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.

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

45.13 “**MSEDCL**” Maharashtra State Electricity Distribution Co. Ltd.,

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

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

45.15 “**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.

45.16 “**COMMERCIAL OPERATION DATE (COD)**” shall mean the date as defined in Clause 25 of the RfS.

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

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

- a. in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding 31st March, and thereafter each period of 12 (Twelve) Months commencing on 1st April and ending on 31st March, and
- b. provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement.

- 45.19** “**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.
- 45.20** “**CONTROLLING SHAREHOLDING**” shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium.
- 45.21** “**CENTRAL TRANSMISSION UTILITY (CTU)**” shall mean the Central Transmission Utility as defined in sub-section (10) of section 2 of the Electricity Act 2003.
- 45.22** “**DAY**” shall mean calendar day.
- 45.23** “**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.
- 45.24** “**EQUITY**” shall mean Net Worth as defined in Companies Act, 2013.
- 45.25** “**FINANCIAL CLOSURE**” or “**PROJECT FINANCING ARRANGEMENTS**” means arrangement of necessary funds by the BESSD towards 100% Project Cost either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank/ financial institution by way of sanction of a loan or letter agreeing to finance;
- 45.26** “**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.
- 45.27** “**GROUP COMPANY**” of a Company means
- a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or;
 - a Company in which the Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company or;
 - 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;
 - 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;
 - a Company which is under common control with the Company, and control means ownership by one Company of at least 10% (Ten Percent) of the share capital of the other Company or power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise;

Provided that entities which have Government shareholding, financial institution,

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

45.28 “INTER-CONNECTION POINT/ DELIVERY/ METERING POINT” shall Mean a single point at the 33 kV/EHV Substation of the MSEDCL/MSETCL network, at the voltage level of 33 Kv or above, 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/ MERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2014 as amended and revised from time to time.

45.29 “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).

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

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

45.31 “LETTER OF INTENT” or “LOI” shall mean the letter issued by Maharashtra State Electricity Distribution P Limited (MSEDCL) to the selected Bidder for Award of the Project.

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

45.33 “LLC” shall mean Limited Liability Company.

45.34 “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.

45.35 “MONTH” shall mean calendar month.

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

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

45.38 “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.

- 45.39** **“PROJECT”** shall mean the Battery Energy Storage System set up by the BESSD for supply of Power “on Demand” basis, having single point of injection into the grid at Interconnection/ Delivery/ Metering Point. The Project shall also comprise auxiliaries and associated facilities, bay(s) for transmission system in the their switchyard, dedicated transmission line up to the injection point and all the other assets, buildings/structures, equipment, plant and machinery (pertaining to the BESS), facilities and related assets required for the efficient and economic operation of the power supply facility, whether completed or at any stage of development and construction or awarded to be developed and constructed for the purpose of supply of power to MSEDCL.
- 45.40** **“PROJECT CAPACITY”** shall mean the maximum AC capacity at the delivery point that can be scheduled from the Project.
- 45.41** **“PROJECT COMMISSIONING”**: The Project will be considered as commissioned in line with the Commissioning procedure defined in the RfS/BESPA and upon certification thereof by MEDA.
- “PROJECT LOCATION”** shall mean the area identified by the BESSD, comprising village(s), Tehsil(s)/Taluk(s) and District(s) within Maharashtra where the Project is being implemented.
- 45.42** **“POWER ON DEMAND”** shall mean the requirement of MSEDCL to charge and discharge the BESS based on its requirements during the time of day, subject to provisions of the RfS and BESPA.
- 45.43** **“RENEWABLE ENERGY (RE) POWER”** shall mean power from a RE Power generation facility.
- 45.44** **“RfS” or “RfS DOCUMENT” or “BIDDING DOCUMENT(S)” or “TENDER DOOCUMENTS”** shall mean the “Request for Selection” document issued by MSEDCL including standard Battery Energy Storage Purchase Agreement, along with subsequent clarifications and amendments thereof, vide RfS No. MSEDCL-2022- TN0000... dated 2023.
- 45.45** Not Used
- 45.46** **“SCHEDULED COMMISSIONING DATE” or “SCD”** shall be the date as indicated in Clause 10.2 of the RfS.
- 45.47** **“SELECTED BIDDER” or “SUCCESSFUL BIDDER”** shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of BESPA.

- 45.48** “STATE TRANSMISSION UTILITY” or “STU” shall mean Maharashtra State Electricity Transmission Corporation Limited (MSETCL).
- 45.49** “TOE” shall mean Tender Opening Event.
- 45.50** “ULTIMATE PARENT” shall mean a Company, which owns more than 50% (Fifty Percent) voting rights and paid up share capital, either directly or indirectly in the Parent and Affiliates;
- 45.51** “WEEK” shall mean calendar week;

SECTION 7. SAMPLE FORMS & FORMATS FOR BID
SUBMISSION

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

Format 7.1

COVERING LETTER

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

Ref.No. _____

Date:

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

Tel. #:

Fax #:

E-mail address#

To,
Chief Engineer (Renewable Energy)
Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL),
Renewable Energy Section, 5th Floor, „Prakashgad“,
Bandra (East), Mumbai - 400 051
Email – ncetendermsedcl@gmail.com
Tel. No. 022- 69852200

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

Dear Sir/ Madam,

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

We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS

(as mentioned in Format 7.8 under Disclosure) **OR** We confirm that in the response to the aforesaid RfS, we have a Group Company who owns more than 10% but less than 26% in the

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

We also confirm that we including our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies directly or indirectly have not submitted response to RfS for more than cumulative capacity of 2000 MW/4000 MWh, including this response to RfS.

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

Contracted capacity offered	Interconnection Point Details	Project Preference *

**The preferences of the Projects shall be considered only for the last successful bidder whose total quoted capacity is more than the balance capacity. In this case, allocation will be done as described in Clause 43.3 of the RfS, subject to availability of such project after selection by other bidders having rank better than the last bidder.*

1. We give our unconditional acceptance to the RfS, dated *[Insert date in dd/mm/yyyy]*, standard BESPAs documents attached thereto, issued by MSEDCL. In token of our acceptance to the RfS and BESPAs documents along with the amendments and clarifications issued by MSEDCL, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the BESPAs is executed as per the provisions of the RfS and provisions of BESPAs and shall be binding on us. Further, we confirm that the Project shall be commissioned within the deadline as per Clause 10 of the RfS.
2. Earnest Money Deposit (EMD): - *(Please read Clause 20 carefully before filling)*
We have enclosed EMD of INR (Insert Amount), in the form of Bank Guarantee no..... *[Insert bank guarantee number]* dated..... *[Insert date of bank guarantee]* as per Format 7.3A from..... *[Insert name of bank providing bank guarantee]* and valid up to in terms of Clause No. 20 of this RfS. The total capacity of the BESS Project offered by us is.....MW/MWh. *[Insert cumulative capacity proposed]*. (Strike off whichever is not applicable).
3. We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG, Success charge for the selected Projects, within due time as mentioned in Clauses 20 & 21 of this RfS on issue of LOA by MSEDCL for the selected Projects and/or we are not able to sign BESPAs with MSEDCL within the timeline as stipulated in the RfS for the selected Projects, MSEDCL shall have the right to take action as per provisions of Format-7.3A of the RfS.

4. We have submitted our response to RfS strictly as per Section 7 (Sample Forms and Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
5. Acceptance: -
We hereby unconditionally and irrevocably agree and accept that the decision made by MSEDCL in respect of any matter regarding or arising out of the RfS shall be binding on us. We hereby expressly waive and withdraw any deviations from the provisions of the RfS and also waive and withdraw all claims in respect of this process.

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

Details of the representative to be contacted by MSEDCL are furnished
as under: Name :

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

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

Dated the _____ day of _____, 20....

Thanking you,
We remain,
Yours faithfully,

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

Format 7.2

FORMAT FOR POWER OF ATTORNEY

(Applicable Only in case of Consortiums)

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

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

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

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

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

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

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

For and on behalf of Consortium Member

M/s.....

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

(Name

Designation

Place:
Date:)
Accepted

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

Attested

(Signature of the executant)

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

Place:-----

Date: -----

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

Format 7.3A

FORMAT FOR BANK GUARANTEE TOWARDS EARNEST MONEY DEPOSIT (EMD)

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

Reference:

Bank Guarantee No.:

Date:

In consideration of the _____ *[Insert name of the Bidder]*
(hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for _____ *[Insert title of the RfS]* of the cumulative capacity of _____ MW/MWh *[Insert cumulative Project capacity proposed]* for offering Battery Energy Storage System on long term basis, in response to the RfS No. _____ dated _____ issued by Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL), (hereinafter referred to as MSEDCL) and MSEDCL considering such response to the RfS of. *[Insert the name of the Bidder]* as per the terms of the RfS, the _____ *[Insert name & address of bank]* hereby agrees unequivocally, irrevocably and unconditionally to pay to MSEDCL at *[Insert Name of the Place from the address of MSEDCL]* forthwith without demur on demand in writing from MSEDCL or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees _____ *[Insert amount not less than that derived on the basis of Rs. 4.2 Lakhs per MW of cumulative capacity proposed]*, only, on behalf of M/s _____ *[Insert name of the Bidder]*.

This guarantee shall be valid and binding on this Bank up to and including _____ *[insert date of validity in accordance with Clause No. 20 of this RfS]* and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR.....(Indian Rupees _____ only). Our Guarantee shall remain in force until _____ *[insert date of validity in accordance with Clause No. 20 of this RfS]*. MSEDCL shall be entitled to invoke this Guarantee till _____ *[insert date of validity in accordance with Clause No. 20 of this RfS]*.

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

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

MSEDCL.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____[Insert name of the Bidder] and/ or any other person. The Guarantor Bank shall not require MSEDCL to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against MSEDCL in respect of any payment made hereunder.

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

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

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

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

This bank guarantee shall be effective only when the bank guarantee issuance message is transmitted by the issuing Bank through SFMS to Bank of India, Large Corporate Branch, M.G. Road, Fort, Mumbai - 400001 and a confirmation in this regard is received by MSEDCL.

Notwithstanding anything contained herein above:

- (i) *Our liability under this Bank Guarantee shall not exceed INR _____ (INR _____ only)*
- (ii) *This Bank Guarantee shall be valid up to _____ and*
- (iii) *We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (mention period of the guarantee as found under clause (ii) above plus claim period of at least 6 12 (six twelve) months)*

Signature: _____

Name: _____

Power of Attorney No.: _____

For

_____ *[Insert Name and Address of the Bank]* _____

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this _____ day of _____, 20 _____

Format 7.3 B

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(To be submitted Separately for each Project)

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

Reference:

Bank Guarantee No.:

Date:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to MSEDCL and may be assigned, in whole or in part, (whether absolutely or by way of security) by MSEDCL to any entity to whom MSEDCL is entitled to assign its rights and obligations under the BESP.A.

This bank guarantee shall be effective only when the bank guarantee issuance message is transmitted by the issuing Bank through SFMS to Bank of India, Large Corporate Branch, M.G. Road, Fort, Mumbai - 400001 and a confirmation in this regard is received by

MSEDCL.

Notwithstanding anything contained herein above:

(i) *Our liability under this Bank Guarantee shall not exceed INR _____ (INR _____ only)*

(ii) *This Bank Guarantee shall be valid up to _____ and*

(iii) *We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (mention period of the guarantee as found under clause (ii) above plus claim period of at least 6 12 (six twelve) months)*

Signature: _____

Name: _____

Power of Attorney No.: _____

For

_____ [Insert Name and Address of the Bank] _____

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this _____ day of _____, 20____

Witness:

1.

Signature

Name and Address

2.

Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.

Format 7.3 C

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

No.

Date

**The Chief Engineer ,
Mahaashtra State Electricity Distribution Co Ltd (MSEDCL)**

Registered

**Reg: M/s _____(insert name of the PPA signing entity)-Issuance of
Payment on Order Instrument for an amount of Rs.____**

Dear Sir,

1. It is to be noted that M/s. _____(insert name of the POI issuing Agency) ('IREDA/REC/PFC') has sanctioned a non-fund based limit loan of Rs. _____ (Rupees _____ only) to M/s _____ under the Loan Agreement executed on _____ to execute Renewable Energy Projects.
2. At the request of M/s _____, on behalf of _____ (insert name of the SPV), this Payment on Order Instrument (POI) for an amount of Rs. _____ (Rupees _____(in words)). This Payment on Order Instrument comes into force immediately.
3. In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Battery Energy Storage System Developer') submitting the response to RfS inter alia for[insert title of the RfS] selection of Contracted Capacity of MWh, at, in response to the RfS dated..... issued by Maharashtra State Electricity Distribution Co. Ltd. (hereinafter referred to as MSEDCL) and MSEDCL considering such response to the RfS of[insert the name of the selected Battery Energy Storage System Developer] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Project of the Battery Energy Storage System Developer (BESSD) and issuing Letter of Award No ----- to (Insert Name of selected Battery Energy Storage System Developer) as per terms of RfS and the same having been accepted by the selected BESSD resulting in a Battery Energy Storage Purchase Agreement (BESPA) to be entered into, for procurement of capacity [from selected Battery Energy Storage System Developer or a Project Company], M/s {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable].

As per the terms of the RfS, the _____ [insert name & address of IREDA/PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to MSEDCL at [Insert Name of the Place from the address of the MSEDCL] forthwith on demand in writing from MSEDCL or any Officer authorized by it in this behalf, any amount up _____ to _____ \and

not exceeding Rupees----- [Total Value] only, on behalf of M/s name of the selected Battery Energy Storage System Developer

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

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

5. Notwithstanding anything contrary contained anywhere in this POI or in any other Documents, this POI is and shall remain valid upto _____ and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is

raised within the said date and to the maximum extent of Rs.....and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.

Thanking you,

Yours faithfully
For and on behalf of

M/s. _____
(Name of the POI issuing agency).

()
General Manager (TS)

Copy to:-

M/s. __PP_____

As per their request

Format 7.3 D

(Not used)

FORMAT FOR BOARD RESOLUTIONS

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

RESOLVED THAT Mr/ Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS vide RfS No. ___for___ (insert title of the RfS), including signing and submission of all documents and providing information/ response to RfS to Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL), representing us in all matters before MSEDCL, and generally dealing with MSEDCL in all matters in connection with our bid for the said Project. ***(To be provided by the Bidding Company or the Lead Member of the Consortium)***

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

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

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

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

And

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

2. NOT USED

Certified True Copy

(Signature, Name and Stamp of Company Secretary)

Notes:

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

Format 7.5

FORMAT FOR CONSORTIUM AGREEMENT

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

THIS Consortium Agreement (“Agreement”) executed on this ____ Day of _____ Two Thousand ____ between M/s _____ [Insert name of Lead Member] a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-1**”, which expression shall include its successors, executors and permitted assigns) and M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter under the laws of and having its Registered Office at _____ (hereinafter called the “**Member-n**”, which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to RfS and execution of Battery Energy Storage Purchase Agreement (in case of Award), against RfS No. _____ dated _____ issued by Maharashtra State Electricity Distribution Co. Limited (MSEDCL) a Company incorporated under the Companies Act, 1956 or Companies Act, 2013 as applicable, and having its Registered Office at or constituted under _____.

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

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

WHEREAS, MSEDCL had invited response to RfS vide its Request for Selection (RfS) dated _____

WHEREAS the RfS stipulates that in case response to RfS is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by MSEDCL wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the Members in this Bidding

Consortium do hereby mutually agree as follows:

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

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

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

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

aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.

9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Maharashtra alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of MSEDCL in terms of the RfS.
12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Battery Energy Storage Purchase Agreement (BESPA) and shall remain valid until the expiration or early termination of the BESPA in terms thereof, unless expressly agreed to the contrary by MSEDCL.
13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfS.
14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the BESPA except with prior written consent of MSEDCL.
15. This Agreement
 - a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
 - b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
 - c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of MSEDCL.
16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS and BESPA.

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

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

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

Witnesses:

1) Signature-----

Name:

Address:

2) Signature -----

Name:

Address:

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

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

Witnesses:

1) Signature -----

Name:

Address:

2) Signature -----

Name:

Address:

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

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

Witnesses:

1) Signature -----

Name:

Address:

(2) Signature -----

Name:

Address:

Signature and stamp of Notary of the place of execution

Format 7.6

FORMAT FOR FINANCIAL REQUIREMENT

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

Ref. No. _____

Date: _____

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

Tel. #:

Fax #:

E-mail address#

To,

**Chief Engineer (Renewable Energy)
Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL),
Renewable Energy Section, 5th Floor, „Prakashgad“,
Bandra (East), Mumbai - 400 051
Email – ncetendermsedcl@gmail.com
Tel. No. 022- 69852200.**

Website-www.MSEDCL.com

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

Dear Sir/ Madam,

We certify that the Bidding Company/Member in a Bidding Consortium is meeting the financial eligibility requirements as per the provisions of the RfS. Accordingly, the Bidder, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Net Worth/AUM criteria, by demonstrating a Net Worth/AUM of Rs Cr. (..... in words) as on the last date of Financial Year 2024-25 or as on the date at least 7 days prior to the bid submission deadline (Strike out wherever not applicable).

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

Exhibit (i): Applicable in case of Bidding Company

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

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

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

Exhibit (ii): Applicable in case of Bidding Consortium

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

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

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

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

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

Total					

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

(Signature & Name of the Authorized Signatory)

(Signature and Stamp of CA)

Membership No.

Regn. No. of the CA's Firm:

Date:

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

FORMAT 7.7

UNDERTAKING

(To be submitted on the letterhead of the Bidder)

We, hereby provide this undertaking to Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL), in respect to our response to RfS vide RfS No. _____ dated ____, that M/s

_____ (insert name of the Bidder), or any of its Affiliates is not a willful defaulter to any lender.

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

(Name and Signature of the Authorized Signatory)

Format 7.8

FORMAT FOR DISCLOSURE

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

DISCLOSURE

Ref.No. _____

Date: _____

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

Tel. #:

Fax #:

E-mail address#

To,

**Chief Engineer (Renewable Energy)
Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL),
Renewable Energy Section, 5th Floor, „Prakashgad“,
Bandra (East), Mumbai - 400 051
Email – ncetendermsedcl@gmail.com
Tel. No. 022- 69852200.**

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

Dear Sir/ Madam,

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

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/BESPA including but not limited to cancellation of our response to this RfS and LOA/BESPA as applicable, we, i.e. M/s _____ (enter name of the bidding company/member in a consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating

in any of the upcoming tenders issued by MSEDCL for a period of 2 years from the date of defaults notified by MSEDCL.

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

We further declare that we have read the provisions of Clause 41.4 of the RfS, and are complying with the requirements as per the referred OM dated 23.07.2020 except Sl. 11 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, MSEDCL shall take appropriate action as deemed necessary.

Dated the _____ day of _____, 20....

Thanking you,

We remain,

Yours faithfully,

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

Format 7.8A

FORMAT FOR DISCLOSURE

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

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

DISCLOSURE

Ref.No. _____

Date: _____

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

Tel. #:

Fax#:

E-mail address#

To,

**Chief Engineer (Renewable Energy)
Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL),
Renewable Energy Section, 5th Floor, „Prakashgad“,
Bandra (East), Mumbai - 400 051
Email – ncetendermsedcl@gmail.com
Tel. No. 022- 69852200.**

Sub: Response to RfS No. dated ____ for ____.

Dear Sir/ Madam,

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

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

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/BESPA including but not limited to cancellation of our response to this RfS and LOA/BESPA as applicable, we, i.e. M/s _____ (enter name of the bidding company/member in a consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating

in any of the upcoming tenders issued by MSEDCL for a period of 2 years from the date of default as notified by MSEDCL.

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

We further declare that we have read the provisions of Clause 36.4 of the RfS,. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, MSEDCL shall take appropriate action as deemed necessary.

Dated the _____ day of _____, 20____.

Thanking you,

We remain,

Yours faithfully,

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

Annexure to Format 7.8/7.8A

DECLARATION

RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES:

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

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

Ref. No. _____

Date: _____

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

Tel. #:

Fax #:

E-mail address#

To

Chief Engineer (Renewable Energy)

Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL),

Renewable Energy Section, 5th Floor, „Prakashgad“,

Bandra (East), Mumbai - 400 051

Email – ncetendermsedcl@gmail.com

Tel. No. 022- 69852200.

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

Dear Sir/ Madam,

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

We are hereby submitting the following declaration in this regard:

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

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

Dated the _____ day of _____, 20....

Thanking you,

We remain,

Yours faithfully,

Encl: OM dated 23.07.2020, as referred above

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

Format 7.9

FORMAT FOR TECHNICAL CRITERIA

(This should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium) (To be Submitted Separately for each Project)

Ref. No. _____

Date:

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

Tel. #:

Fax #:

E-mail address#

To

**Chief Engineer (Renewable Energy)
Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL),
Renewable Energy Section, 5th Floor, „Prakashgad“,
Bandra (East), Mumbai - 400 051
Email – ncetendermsedcl@gmail.com
Tel. No. 022- 69852200.**

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

Dear Sir/ Madam,

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

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

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

Dated the _____ day of _____, 20....

Thanking you,

We remain,

Yours faithfully,

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

Format 7.10

DECLARATION BY THE BIDDER FOR THE PROPOSED TECHNOLOGY TIE-UP

(To be Submitted Separately for each Project)

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

Dated the _____ day of _____, 20....

Thanking you,
We remain,
Yours faithfully,

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

Format 7.11

(not used)

Format 7.12

FORMAT FOR SUBMISSION OF FINANCIAL BID

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

Ref. No. _____

Date: _____

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

Tel. #:

Fax #:

E-mail address#

To

Chief Engineer (Renewable Energy)

Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL),

Renewable Energy Section, 5th Floor, „Prakashgad“,

Bandra (East), Mumbai - 400 051

Email – ncetendermsedcl@gmail.com

Tel. No. 022- 69852200.

dated _ for _____.

Dear Sir/ Madam,

I/ We, _____ *(Insert Name of the Bidder)* enclose herewith the Financial Proposal for selection of my/ firm for _____ number of Project(s) for a cumulative capacity of ____MW/ ____MWh in Maharashtra at MSEDCL Substation as Bidder for the above.

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

Dated the _____ day of _____, 20....

Thanking you,

We remain,

Yours faithfully,

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

Notes:

1. *There can be only one tariff for all the projects applied for. If the bidder quotes two tariffs or combination thereof for the projects, then the bid shall be considered as non-responsive.*
2. *If the bidder submits the financial bid in the Electronic Form at ETS portal not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.*
3. *The quoted tariff shall be inclusive of all taxes till the submission of bid / validity of bid.*
4. *Tariff requirement shall be quoted as a fixed amount for cumulative capacity of Rs. / MW / Month in Indian Rupees only. Conditional proposal shall be summarily rejected.*
5. *In the event of any discrepancy between the values entered in figures and in words, the values shall be considered at MSEDCL's discretion.*
6. *Tariff should be in Indian Rupee in whole numbers only (no decimal places allowed).*

Format 7.13

PRELIMINARY ESTIMATE OF COST OF THE PROJECT

Project CapacityMW/....MWh

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

Dated the _____ day of _____, 20....

Thanking you,
We remain,
Yours faithfully,

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

Annexure - A

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

1. Codes and Standards

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

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

Power Conditioning Unit Standards for BESS	
IEC 62477-1	Safety requirements for power electronic converter systems and equipment - Part 1: General
IEC 62477-2	Safety requirements for power electronic converter systems and equipment - Part 2: Power electronic converters from 1 000 V AC or 1 500 V DC up to 36 kV AC or 54 kV DC
IEC 62909-1	Bi-directional grid connected power converters - Part 1: General requirements
IEC 62909-2 (if applicable)	Bi-directional grid-connected power converters - Part 2: Interface of GCPC and distributed energy resources
IEC 61683 Ed.1	Photovoltaic systems - Power conditioners - Procedure for measuring efficiency
IEC 61000-6-2 Ed. 2	Electromagnetic compatibility (EMC) - Part 6-2: Generic standards - Immunity standard for industrial environments
IEC 61000-6-4 Ed. 2.1	Electromagnetic compatibility (EMC) - Part 6-4: Generic standards - Emission standard for industrial environments
IEC 62116 Ed. 2	Utility-interconnected photovoltaic inverters - Test procedure of islanding prevention measures
IEC 60068-2-1:2007	Environmental testing - Part 2-1: Tests - Test A: Cold
IEC 60068-2-2:2007	Environmental testing - Part 2-2: Tests - Test B: Dry heat
IEC 60068-2-14:2009	Environmental testing - Part 2-14: Tests - Test N: Change of temperature
IEC 60068-2-30:2005	Environmental testing - Part 2-30: Tests - Test Db: Damp heat, cyclic (12 h + 12 h cycle)

2. System Testing and Commissioning

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

3. Identification and Traceability

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

4. Other Sub-systems/Components

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

Weather Resistance.

5. Fire Protection

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

6. Authorized Test Centres

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

7. Warranty

BESSD shall procure performance guarantees from the OEM to ensure minimum performance levels for predefined application(s) as per the terms of the RfS. OEM shall provide warranty for performance parameters of minimum dispatchable capacity and RTE to BESSD. The Warranty shall clearly indicate life expectancy given discharge profiles provided for the application. BESSD is responsible for Availability and in case of any product damage.

8. Performance Monitoring

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

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

should be possible to download reports from a remote web-client in PDF or Excel format.

9. Other necessary criteria

- a) BESS shall be capacity of operating in the frequency range of 47.5 Hz to 52 Hz and be able to deliver rated output in the frequency range of 49.5 Hz to 50.5 Hz.
- b) BESS shall be capacity of operating when voltage at the interconnection point on any or all phases dips/rises to the high or low levels. The levels applicable for wind/solar inverter-based generation may be referred as available in Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations.
- c) The BESS performs regulations in one or several pre-defined ways (e.g. regulating its own output power according to the orders given by SCADA system) to achieve an active power balance between generation and demand to maintain the power system frequency within a reasonable range.
- d) BESS shall operate to maintain voltages as per specified voltage ranges in Grid standards. BESS shall have feature to detect the voltage of interconnection point, and regulate voltage independently. The response time of the BESS shall not exceed the value specified in relevant standards or grid codes.
- e) BESS shall operate in a manner to promote the power system reliability and improve the power quality. When power quality problems, such as voltage dip, flicker, unsatisfactory power factor, etc., occur in power system, the BESS could eliminate these problems by flexible active and reactive power output in this function.
- f) The BESS shall provide reliable protection and not be limited to as an overvoltage/under-voltage protection, overcurrent protection, low-temperature/over-temperature protection of battery, DC insulation monitoring, etc.
- g) BESS is required to have the following basic functions:
 - i) Monitoring: Monitor operational parameters, equipment status and communication status, alarm and faults of main equipment and BESS system, etc.
 - ii) Information exchange: Receive and process information with SLDC /MSEDCL including operation parameters, switching information, various alarms and alerts, protective action signals, control information, etc.
 - iii) Control: Including control mode and parameter setting with SLDC/MSEDCL.
- h) The static information like detailed write-up on present operation methodology of BESS, forbidden zones, number of cycle limits, Auxiliary consumption details, capability curve, simulation models (RMS/PSCAD) alongwith description or any specific information about BESS shall also be furnished as and when required by SLDC/MSEDCL.

10. Safe Disposal of unit Batteries from the BESS

The Developer will comply with the requirements under Hazardous & other Waste (Management and Trans boundary Movement) Rules, 2016, as amended from time to time, as applicable. The BESSD shall ensure that all Unit Battery modules from the plant after their „end of life“ (when they become defective/ non-operational/ non-repairable) are disposed in

accordance with the “e-waste (Management and Handling) Rules, 2016” notified by the Government and as revised and amended from time to time and Battery Waste Management Rules, as and when notified by the Government of India.

Annexure-B

CHECK LIST FOR FINANCIAL CLOSURE

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

(RfS No. _____ dated _____)

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

Project Company Name _____

Project ID:- _____

LOA No. - _____. Dtd. - _____

Effective Date of BESPA - _____

Scheduled Commissioning Date: - _____

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

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

Note:-

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

enclosed as **Annexure – II B**

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

3.0 Technical Parameters of the Project (Clause 37 of the RfS)

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

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

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

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

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

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

**SPECIAL INSTRUCTIONS TO BIDDERS FOR e-
TENDERING AND REVERSE AUCTION**

Annexure - C

GENERAL

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

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

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

INSTRUCTIONS

Tender Bidding Methodology:

Sealed Bid System

Single Stage Two Envelope

Auction

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

Broad Outline of Activities from Bidder's Perspective:

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

- PostTOE Clarification on ETS (Optional)
 - Respond to MSEDCL Post-TOE queries
9. Participate in e-Reverse Auction if invited

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

Digital Certificates

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

Registration

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

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

Important Note:

1. Interested bidders have to download official copy of the RfS & other documents after login into the e-tendering Portal of ISN-ETS <https://www.bharat-electronictender.com>. If the official copy of the documents is not downloaded from e-tendering Portal of ISN-ETS within the specified period of downloading of RfS and other documents, bidder will not be able to participate in the tender.
2. To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under „ETS User-Guidance Centre“ located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to „Essential Computer Security Settings for Use of ETS“ and „Important Functionality Checks“ should be especially taken into cognizance.

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

□

ISN-ETS/ Helpdesk	
Telephone/ Mobile	<i>Customer Support: +91-124-4229071, 4229072</i>
	<i>(From 10:00 HRS to 18:00 HRS on all Working Days i.e. Monday to Friday except Government Holidays)</i>
Email-ID	support@isn-ets.com [Please mark CC: support@electronicstender.com]

Some Bidding Related Information for this Tender (Sealed Bid)

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

Broad outline of submissions are as follows:

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

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

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

Internet Connectivity

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

SPECIAL NOTE ON SECURITY AND TRANSPARENCY OF BIDS

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

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

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

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

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

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

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

PUBLIC ONLINE TENDER OPENING EVENT (TOE)

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

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

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

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

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

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

OTHER INSTRUCTIONS

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

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

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

SEVEN CRITICAL DOs AND DON“Ts FOR BIDDERS

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

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

tender submission deadline on ETS.

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

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

6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event, the bids are not opened with the pass-phrase submitted by bidder, MSEDCL may ask for re-submission/ clarification for correct pass- phrase. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to „Annul Previous Submission“ from the Bid-Submission Overview page and start afresh with new Pass-Phrase(s). If bidder fails to submit correct pass-phrase immediately as requested by MSEDCL, the Tender Processing Fee and Tender Document Fee, if applicable, shall be forfeited and bid shall not be opened, and EMD shall be refunded. No request on this account shall be entertained by MSEDCL.
7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) „ONLY IF“ the status pertaining Overall Bid-Submission is „COMPLETE“. For the purpose of record, the bidder can generate and save a copy of „Final Submission Receipt“. This receipt can be generated from 'Bid-Submission Overview Page' only if the status pertaining overall Bid-Submission“ is „COMPLETE“

NOTE:

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

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

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

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

6. Pre-requisite for participation in bidding process

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

Vendors Training Program

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

TERMS & CONDITIONS OF REVERSE AUCTION

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

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

also be outside the system.

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

BUSINESS RULES OF REVERSE AUCTION

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

The following would be parameters for e-Reverse Auction:

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

Online Reverse Auction shall be conducted by MSEDCL on pre-specified date and time, while

The bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

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

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

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

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

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

Illustration

a. System Availability

ILLUSTRATIONS
(Please refer Clause 9 of the RfS)

Annexure - D

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

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

date	block	Drawl (from Grid) MW (Charging) (X)	Injection (into Grid) MW (Discharging) (Y)	Scheduled Mus (Z)	Time-block Availability, (TA) = (Xi/Zi) + (Yi/Zi)
01-May-22	28	0	200	250	0.8
01-May-22	29	0	200	250	0.8
01-May-22	30	0	200	250	0.8
01-May-22	31	0	200	250	0.8
01-May-22	32	0	0	0	NA
01-May-22	33	0	0	0	NA
01-May-22	34	0	0	0	NA
01-May-22	35	0	0	0	NA
01-May-22	36	0	0	0	NA
01-May-22	37	0	0	0	NA
01-May-22	38	0	0	0	NA
01-May-22	39	0	0	0	NA
01-May-22	40	0	0	0	NA
01-May-22	41	0	0	0	NA
01-May-22	42	0	0	0	NA
01-May-22	43	12.5	0	12.5	1
01-May-22	44	245	0	250	0.98
01-May-22	45	240	0	250	0.96
01-May-22	46	240	0	250	0.96
01-May-22	47	235	0	250	0.94
01-May-22	48	240	0	250	0.96
01-May-22	49	250	0	250	1
01-May-22	50	250	0	250	1
01-May-22	51	250	0	250	1
01-May-22	52	0	0	0	NA
01-May-22	53	0	0	0	NA
01-May-22	54	0	0	0	NA
01-May-22	55	0	0	0	NA
01-May-22	56	0	0	0	NA
01-May-22	57	0	0	0	NA
01-May-22	58	0	0	0	NA
01-May-22	59	0	0	0	NA
01-May-22	60	0	0	0	NA
01-May-22	61	0	0	0	NA
01-May-22	62	0	0	0	NA
01-May-22	63	0	0	0	NA
01-May-22	64	0	0	0	NA
01-May-22	65	0	0	0	NA
01-May-22	66	0	0	0	NA
01-May-22	67	0	0	0	NA
01-May-22	68	0	0	0	NA
01-May-22	69	0	0	0	NA
01-May-22	70	0	0	0	NA
01-May-22	71	0	0	0	NA

date	block	Drawl (from Grid) MW (Charging) (X)	Injection (into Grid) MW (Discharging) (Y)	Scheduled Mus (Z)	Time-block Availability, (TA) = (Xi/Zi) + (Yi/Zi)
01-May-22	72	0	0	0	NA
01-May-22	73	0	0	0	NA
01-May-22	74	0	0	0	NA
01-May-22	75	0	0	0	NA
01-May-22	76	0	0	0	NA
01-May-22	77	250	0	250	1
01-May-22	78	0	0	0	NA
01-May-22	79	0	0	0	NA
01-May-22	80	0	0	0	NA
01-May-22	81	0	230	250	0.92
01-May-22	82	0	235	250	0.94
01-May-22	83	0	235	250	0.94
01-May-22	84	0	230	250	0.92
01-May-22	85	0	200	250	0.8
01-May-22	86	0	190	250	0.76
01-May-22	87	0	185	250	0.74
01-May-22	88	0	0	0	NA
01-May-22	89	0	0	0	NA
01-May-22	90	0	0	0	NA
01-May-22	91	0	0	0	NA
01-May-22	92	0	0	0	NA
01-May-22	93	0	0	0	NA
01-May-22	94	0	0	0	NA
01-May-22	95	0	0	0	NA
01-May-22	96	0	0	0	NA
Total		3905	3295	8025	29.7
		NO OF BLOCK IN COLUMN Z IS NOT ZERO			34
		SYSTEM AVAILABILITY			0.87

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

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

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

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

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

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

that time block.

i is the ith Timeblock in the day.

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

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

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

Assuming the following parameters:

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

Liquidated Damages on account of shortage in annual system Availability, as calculated from formula provided in Clause 9.2:

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

$$= (0.95 - 0.87) \times 250 \times 5 \times 12 \times 2$$

$$= 2400 \text{ lakhs}$$

b. System Efficiency

The present illustration is for calculating the Daily System Efficiency as demonstration only. The same methodology shall be used for calculation of monthly system efficiency as per Clause 9.1.d.3.

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

Assuming:

- monthly System Efficiency = 0.84,
- Total Monthly Drawl from Grid (Charging Power) = 41.1 MUs

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

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

Charging Energy)

$$\text{Liquidated Damages for the month} = \text{Rs. } 0.01 \times 41.1 \times \text{APPC tariff for e.g. Rs. 2)}$$

= Rs. 0.822 Millions

= Rs. 8.22 lakhs

- c) **Year-round Discharge Obligation** For example, for a contracted capacity of 2000 MW, the BESP shall ensure a discharge of 4000 MWh per cycle without any reduction in discharge capacity throughout the contract period. BESSD shall be solely responsible for managing degradation, augmentation, and battery replacements to ensure compliance. MSEDCL shall not accept any year-on-year reduction on account of degradation.

Annexure - E

PROJECT LOCATION DETAILS

To be shared with the successful bidder

Annexure - F

FORMAT FOR COMMISSIONING OF BESS & OTHER DETAILS

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

Annexure – G: List of Banks

(Refer to para 2(b) of notification dated April 13, 2020)

List of Scheduled Commercial Banks

PUBLIC SECTOR BANKS		PRIVATE BANKS
1	State Bank of India	1 Axis Bank Ltd.
2	Bank of Baroda (Including Vijaya Bank and Dena Bank)	2 Catholic Syrian Bank Ltd.
3	Bank of India	3 City Union Bank Ltd.
4	Bank of Maharashtra	4 Development Credit Bank Ltd.
5	Canara Bank (Including Syndicate Bank)	5 Dhanlaxmi Bank Ltd.
6	Central Bank of India	6 Federal Bank Ltd.
7	Indian Bank (Including Allahabad Bank)	7 HDFC Bank Ltd.
8	Indian Overseas Bank	8 ICICI Bank Ltd.
9	Punjab National Bank (including Oriental Bank of Commerce and United Bank of India)	9 IndusInd Bank Ltd.
10	Punjab & Sind Bank	10 Jammu & Kashmir Bank Ltd.
11	Union Bank of India (including Andhra Bank and Corporation Bank)	11 Karnataka Bank Ltd.
12	UCO Bank	12 Karur Vysya Bank Ltd.
		13 Kotak Mahindra Bank Ltd.
		14 Lakshmi Vilas Bank Ltd.
		15 Nainital Bank Ltd.
		16 Ratnakar Bank Ltd.
		17 South Indian Bank Ltd.
		18 Tamilnad Mercantile Bank Ltd.
		19 Yes Bank Ltd.
		20 Bandhan Bank
		21 IDFC Bank Ltd.
		22 IDBI Bank Ltd

FOREIGN BANKS

1	The Royal Bank of Scotland N.V	23	Mizuho Corporate Bank Ltd.
2	Abu Dhabi Commercial Bank Ltd.	24	Oman International Bank
3	Antwerp Diamond Bank N.V	25	Societe Generale
4	Arab Bangladesh Bank Ltd.(AB Bank)	26	Sonali Bank
5	Bank International Indonesia	27	Standard Chartered Bank
6	Bank of America	28	State Bank of Mauritius
7	Bank of Bahrain & Kuwait B.S.C	29	JSC - VTB Bank
8	Bank of Ceylon	30	UBS AG
9	Bank of Nova Scotia	31	American Express Banking Corporation
10	Bank of Tokyo - Mitsubishi Ltd.	32	First Rand Bank Ltd.
11	Barclays Bank	33	Commonwealth Bank of Australia
12	BNP Paribas	34	United Overseas Bank Ltd.
13	China Trust Bank	35	Credit Suisse A.G
14	Shinhan Bank	36	Sberbank
15	Citibank N.A	37	Australia and New Zealand Banking Group Ltd.
16	Credit Agricole Corporate and Investment Bank	38	Rabobank International
17	Deutsche Bank	39	National Australia Bank
18	DBS Bank Ltd.	40	Woori Bank
19	Hongkong and Shanghai Banking Corpn. Ltd.	41	Industrial & Commercial Bank of China
20	J.P.Morgan Chase Bank N.A	42	Sumitomo Mitsui Banking Corporation
21	Krung Thai Bank	43	Westpac Banking Corporation
22	Mashreqbank	44	Doha Bank