BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION,
GANDHINAGAR
PETITION NO ____ OF 2023

IN THE MATTER OF:

Miscellaneous Petition under Section 17(3) of the Electricity Act, 2003 read with Regulation 21 of the Gujarat Electricity Regulatory Commission, (Licensing of Transmission) Regulations 2005 seeking approval for providing the use of the Petitioner's sub-station land for bids invited by Gujarat Urja Vikas Nigam Limited for setting up of Battery Energy Storage System (BESS) Projects by BESS Developers.

AND IN THE MATTER OF:

Gujarat Energy Transmission Corporation Limited
Sardar Patel Vidyut Bhavan ,
Race Course,
Gujarat, Vadodara -390007 - **PETITIONER**

VERSUS

Gujarat Urja Vikas Nigam Limited
Sardar Patel Vidyut Bhawan,
Race Course Circle, Vadodara- 390007 - **RESPONDENT**

MOST RESPECTFULLY SHOWETH:

1. The Petitioner, Gujarat Energy Transmission Corporation Limited (hereinafter **'GETCO'**) is a company incorporated under the provisions of the Companies Act, 1956 having its registered office at Sardar Patel, Vidyut Bhavan Race Course, Vadodara - 390007, engaged in the business of transmission of electricity in the State of Gujarat.

2. The Petitioner is also the State Transmission Utility and further performs the statutory functions of the State Load Despatch Centre for the State of Gujarat. The Petitioner has been vested with the functions of undertaking transmission of electricity from the erstwhile Gujarat Electricity Board pursuant to the reorganization of the Board.

3. The Respondent No. 1, Gujarat Urja Vikas Nigam Limited (hereinafter **'GUVNL'**) undertakes bulk purchase and bulk supply of power in the State of Gujarat. Such functions being assigned to GUVNL as per the re-organization scheme notified by the Government of Gujarat under the Electricity Laws.

4. As on 31.03.2023 GETCO owns and operates and intra-state transmission system of 72378 kms of transmission lines and 2312 sub-stations.

5. The Ministry of Power, Government of India on 10.03.2022 has issued guidelines for "Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services" under Section 63 of the Electricity Act, 2003. The Guidelines have been issued for procurement of energy from Battery Energy Storage System (**'BESS'**) by the 'Procurers', through competitive bidding, from grid-connected Projects to be set up on 'Build-Own-Operate' or 'Build-Own-Operate-Transfer' basis. A copy of the Guidelines dated 10.03.2022 issued by the Ministry of Power, Government of India is attached hereto and marked as **Annexure 'A'**.

6. The objectives of the Guidelines dated 10.03.2022 are as under:

   a. *"To facilitate procurement of Battery Energy Storage Systems ('BESS'), as part of individual RE power projects or separately, for addressing the variability/firming power supply / increasing energy output / extending the time of supply from an individual RE project or a portfolio of RE projects, augmentation of existing RE Projects and/or to provide ancillary, grid support and flexibility services for the grid.*

   b. *To facilitate procurement of BESS for optimum utilization of transmission and distribution network.*

   c. *To ensure transparency and fairness in procurement processes/ and to provide for a framework for an Intermediary Procurer as an Aggregator / Trading licensees / Implementing Agency for the inter-state/intra-state sale-purchase of power.*

   d. *To provide standardization and uniformity in processes and a risk-sharing framework between various stakeholders, involved in the energy storage and storage capacity procurement, thereby encouraging competition and enhanced bankability of the Projects."*

7. The following business cases have been identified in the Guidelines regarding utilization of BESS in supply of energy and grid maintenance [Ref: Clause 3]:

   a. RE supply with BESS: In this case, the BESS is included as part of the RE Project, and ownership of the RE and BESS assets lies with the Generator. These Projects may also be utilized to meet Peak power and firm dispatchable RE requirements of Procurers;

   b. BESS with transmission infrastructure: This model is aimed at maximization of the utilization of the transmission Asset, increasing duration of usage of transmission system and Strengthen Grid Stability. These systems will enable large-scale optimization of transmission infrastructure by optimum utilization of transmission capacity and reducing network congestion. As a result, the requirement of augmentation of evacuation and transmission infrastructure gets drastically reduced;

c. Storage for ancillary services/ balancing services / flexible operations: The BESS, with fast ramp rate, is particularly suited for second-by-second management of interchange flows. The system operator (for eg. RLDC/NLDC and SLDCs) may use BESS for frequency control and balancing services to manage the inherent uncertainty/variations in load and generation;

d. Storage for Distribution: This model aims at maximization of the utilization of the Storage Asset and strengthening DISCOM operations. Connected at the load centres, it may be suitably utilized by the Discom to manage its peak load, grid resilience, portfolio management and flexible operations. BESS can also be used to facilitate large scale expansion of electric mobility segment as part of major consumers for the Discoms. BESS can also be used as an optimum tool to achieve asset shifting by the Discoms, thereby increasing asset life;

e. Standalone BESS for the Arbitrage operation which may be used by the Developer / owner or by the lessee including merchant operation; and

f. The BESS developer/owner may sell storage space for a particular duration. In this case he will get capacity charges.

8. In terms of the Guidelines dated 10.03.2022, vide Request for Selection document GUVNL/BESS/Phase-I dated 10.08.2022 GUVNL has invited the Bids for setting up of Pilot Projects of 25 MW/50 MWh Standalone Battery Energy Storage Systems with additional Greenshoe capacity of 50 MW/100 MWh in the premises of 220 kV Sadla Substation of GETCO at Dist. Surendranagar in Gujarat under Tariff-Based Global Competitive Bidding (Phase-I) for the selective locations, within the premises of GETCO Substations and for charging of BESS and supply of energy to GUVNL from the BESS Projects as required. GUVNL seeks to utilize energy storage systems to draw electricity on a 'On-Demand' basis, consistent with requirements of the State Distribution Licensees during the peak and off-peak hours. A copy of the RfS dated 10.08.2022 issued by GUVNL is attached hereto and marked as **Annexure 'B'**.

9. As per the Guidelines, the Procurer/GUVNL may choose to locate the Project at a specified and appropriate site and the same may be specified by the Procurer/GUVNL in the bidding documents. Accordingly, GUVNL has proposed that the capacity of 25 MW/50 MWh Standalone Battery Energy Storage Systems with additional Greenshoe capacity of 50 MW/100 MWh in the premises of 220 kV Sadla Substation be set up at GETCO's sub-station Premises and also identified the list of EHV sub-stations for BESS Projects. Such locations are conducive to the charging of the BESS by the Grid and injection of the power from BESS to the Grid.

10. According to the RfS, the Project capacity of 25 MW/50 MWh Standalone Battery Energy Storage Systems with additional Greenshoe capacity of 50 MW/100 MWh in the premises of 220 kV Sadla Substation of GETCO shall

be located in the vicinity of Substations of the STU (GETCO) network as per information mentioned in list, in the State of Gujarat. Land identification and allocation for the Projects will be under the scope of GETCO i.e., Transmission Licensee, which had the ownership/long term lease agreements of the land. Such land has been vested in GETCO (its predecessor Gujarat Electricity Board) for the specific purpose of undertaking the electricity transmission activities and there maybe restrictions on GETCO from transferring or creating any right, title or interest in favour of third parties.

~~11.~~ The land occupied by the GETCO for the Substations from the State Government are the waste land (Gauchar land) with the condition of specific end use of land for creating sub-station for transmission of the power. The land possession order received from Collectors/Government Authorities are specifically mentioned the terms of specific use for substations and if there is any material change or any other purpose requires by the approval by the Collectors/Government Authorities. The copies of some of the Land Possession orders from the Collectors/Government Authorities for the sub-station lands identified by GUVNL are attached hereto and marked as **Annexure 'C' (Colly.).**

12. In the above arrangement the use of land of GETCO sub-stations by BESS Developer does not in any manner involve use of any of functional transmission assets such as transmission towers, transmission lines, the plant, machinery, equipment and facilities forming part of the sub-station activities or any other functional assets related to any operation incidental or ancillary to undertaking inter-state transmission of electricity, in which GETCO has made any significant investment. As mentioned above, the use is only the part of the land obtained by GETCO which can be allowed to be used for development of BESS Projects without affecting the licensed transmission activities of GETCO. There will not be any optimum use of the functional transmission assets for the BESS Projects, except the surplus land available at the sub-station, which is in close proximity to the transmission system and enable immediate connectivity of the BESS Projects to the Grid will be used.

13. It is further submitted that the assets of GETCO that would be utilized for development of BESS Projects is only the surplus land which is not otherwise required for undertaking licensed transmission activities and accordingly the activities of the transmission will not be affected. At the same time the establishment of the BESS near the sub-station of GETCO will be in accordance with the policy decision of the Central Government and further will be in greater public interest of charging of the BESS and drawing of electricity from BESS Projects at the time of need.

14. The arrangement proposed is more in the nature of the land being given on use within the scope of Section 17(3) of the Electricity Act, 2003 read with Regulation 21 of the Gujarat Electricity Regulatory Commission,

(Licensing of Transmission) Regulations 2005. These provisions read as under:

A. **Electricity Act, 2003:**

"Section 17:

.....

(3)No licensee shall at any time assign his licence or transfer his utility, or any part thereof, by sale, lease, exchange or otherwise without the prior approval of the Appropriate Commission"

B. **Gujarat Electricity Regulatory Commission, (Licensing of Transmission) Regulations 2005:**

"Chapter- 4
General Conditions of the Transmission License

.....

21. Prohibited Activities

.....

(c) The Transmission Licensee shall not make use of the assets of the system for a purpose other than transmission of electricity, except with the prior approval of the Commission as provided for in Regulation 23.

Provided that where the Transmission Licensee engages in any such business, such proportion of the revenue as may be specified by the Commission shall be utilised for reducing charges for transmission and wheeling and separate accounts shall be maintained to ensure that such business does not in any manner encumber the transmission assets or be subsidised by the Licensed Business.
(d) Wherever prior approval of the Commission is required, the Transmission Licensee shall submit an appropriate application before the Commission.
....."

As mentioned above Section 41 of the Electricity Act, 2003 and Regulation 23 of the Gujarat Electricity Regulatory Commission, (Licensing of Transmission) Regulations 2005 will not have any application to the present case. The said provisions read as under:

A. **Electricity Act, 2003:**

"Section 41. (Other business of transmission licensee):
A transmission licensee may, with prior intimation to the Appropriate Commission , engage in any business for optimum utilisation of its assets:
Provided that a proportion of the revenues derived from such business shall, as may be specified by the Appropriate Commission, be utilised for reducing its charges for transmission and wheeling:

Provided further that the transmission licensee shall maintain separate accounts for each such business undertaking to ensure that transmission business neither subsidises in any way such business undertaking nor encumbers its transmission assets in any way to support such business:
Provided also that no transmission licensee shall enter into any contract or otherwise engage in the business of trading in electricity :"

B. **Gujarat Electricity Regulatory Commission, (Licensing of Transmission) Regulations 2005:**

"23. Other Business

The Transmission Licensee may, with prior intimation to the Commission, engage in any Other Business for the optimum utilization of its assets. Where the Transmission Licensee engages in such other business, it shall ensure that:

(a) the Licensed Business is not prejudiced and/or adversely affected in any manner by the carrying on of the Other Business;
(b) the transmission assets of the Transmission Licensee are not encumbered to support the Other Business;
(c) the Licensed Business does not subsidise the Other Business;
(d) If there are no investments involved in the Other Business, a maximum of 25% of the profit earned by the Transmission Licensee from such new business, after meeting all reasonable expenses including corporate tax towards this income, may be retained by the Transmission Licensee in that business, and the balance shall be used towards reducing its charges for transmission and wheeling to its customers;
(e) If the Transmission Licensee makes an additional investment for the purpose of the Other Business, the Transmission Licensee may charge the new business a fee for making use of the transmission assets, which shall be not less than 75% of the fee which such new business would have paid for similar assets/services from an independent agency/company, and the fee so collected may be used towards reducing its charges for transmission and wheeling to its customers;
(f) separate accounting records are kept in respect of such activities as if they were carried on by a separate company, so that the revenues, costs, assets, liabilities, reserves and provisions of, or reasonably attributable to each such Other Business are separately identifiable from those of the Licensed Business; and
(g) the assets used in the transmission system for the purpose of the Other Business are not transferred without the prior approval of the Commission."

15. It is submitted that there will be no revenues out of the business conducted by utilization of the land for BESS Projects as the entire benefit of the activities is eventually accruing to the consumers and other users of the transmission system and the distribution system. The BESS Projects will help in adding values including the availability of power from RE Projects which are intermittent by arranging for the power availability on a consistent basis. When using BESS for grid storage with advanced modelling to accurately monitor and control the storage system a more robust operation of the storage system will be in place and thereby benefitting the interest of all concerned, including public interest.

16. In the facts and circumstances of the case and as there is no optimum utilization of functional assets involved in the licensed transmission activities and there is only utilization of currently unused land/space in existing sub-station for greater public interest, namely, the charging or the BESS from drawing the power from the grid and injection of the electricity from the BESS to the grid, there is only a token charge of Rs. 1 per plot to be paid by the BESS Developer to GETCO, however, the RfS document provides for the obligations of the BESS as under:

["Land shall be provided through Sub-lease / Right-to-Use basis by GETCO to the developer, at an annual lease charge of Rs. 1 per plot"]

A draft of the Agreement to be entered to by GETCO with the BESS Developer and GUVNL as parties is attached hereto and marked as **Annexure 'D'.**

17. It is submitted that the sub-station land to be utilized for development of BESS Projects shall not be sold, transferred, or otherwise used for any other purpose. These lands can only be used in a restrictive manner on license basis and that too under the supervision and control of GETCO.

18. The establishment of BESS Projects requires incurring of substantially high degree of capital expenditure on assets which have nothing to do with the transmission activities and which cannot be avoided by using any part of the transmission business assets. In other words, except for the land, the other infrastructure required by the BESS Projects has to be established in any event separately, including the electricity supply for such BESS Projects. In case of proposed BESS Projects, the land cost is estimated to be smaller than of overall Capital expenditure of BESS Projects.

19. There is no impact envisaged from the utilisation of land for BESS Projects on the electricity transmission activities of GETCO. GETCO further undertakes to ensure that the proposed utilisation of land shall not in any manner adversely affect its performance or obligation in the power transmission business.

20. In the facts and circumstances mentioned above, the Petitioner, GETCO is approaching this Hon'ble Commission for approval of the proposed utilisation of its sub-station land for development of BESS Projects under the scheme envisaged under the Guidelines dated 10.03.2022 issued by the Ministry of Power, Government of India, the RfS issued by GUVNL and the relevant provisions of the Electricity Act, 2003 and the Regulations of this Hon'ble Commission, as detailed hereinabove.

21. GETCO undertakes to provide any information or details as sought by this Hon'ble Commission during the course of the proceedings.

22. The Petitioner has paid the requisite court fees in the petition.

23. It is, therefore, respectfully prayed that this Hon'ble Commission may be pleased to:

    a. Approve the proposed scheme for utilisation of such of the GETCO's sub-station land as maybe considered appropriate and on license/right to use basis for development of BESS Projects under the scheme envisaged under the Guidelines dated 10.03.2022 issued by the Ministry of Power, Government of India, the RfS issued by GUVNL as required under Section 17(3) of the Electricity Act, 2003;

    b. Permit the GETCO to give out its land on license/right to use basis for development of BESS Projects as per Section 17(3) of the Electricity Act, 2003 read with Regulation 21 of the Gujarat Electricity Regulatory Commission, (Licensing of Transmission) Regulations 2005; and

    c. Pass such further order or orders as this Hon'ble Commission may deem just and proper in the circumstances of the case.

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED
PETITIONER



PLACE:
DATED:

BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION,
GANDHINAGAR
PETITION NO: ____ OF 2023

Reg. No. 4246
Date : 15/05/2023

IN THE MATTER OF:

Miscellaneous Petition under Section 17(3) of the Electricity Act, 2003 read with Regulations 21 and 23 of the Gujarat Electricity Regulatory Commission, (Licensing of Transmission) Regulations 2005 seeking approval for providing the use of the Petitioner's sub-station land for bids invited by Gujarat Urja Vikas Nigam Limited for setting up of Battery Energy Storage System (BESS) by BESS Developers.

AND IN THE MATTER OF:

Gujarat Energy Transmission Corporation Limited - PETITIONER

VERSUS

Gujarat Urja Vikas Nigam Limited - RESPONDENT

AFFIDAVIT

I, Kanti Bhuva, son of Jadavbhai Bhuva, aged about 55 years, resident of Vadodara, do hereby solemnly affirm and state as under:

1. I say that I am Additional Chief Engineer (R&C) in the Petitioner Company and conversant with the facts of the present case and hence competent to swear the present affidavit.

2. I say that the contents of the accompanying Petition filed by the Petitioner are based on the information available with the Petitioner in the normal course of business and believed by me to be true and the legal submissions are based on legal advice believed by me to be true.

3. I say that the Annexures to the Petition are true copies of their originals.

DEPONENT

VERIFICATION

I, the deponent above-named, do hereby verify the contents of the above affidavit to be true to the best of my knowledge, no part of it is false and nothing material has been concealed therefrom.

Verified at Vadodara on this 15th day of May, 2023.

DEPONENT

Solamnly Affirmed/Declared
Swon Before me by .....

GIRISH N. THAKKAR
NOTARY (Govt. of Gujarat)
15/05/2023

My Commission Expires on 26-Feb.-2024
GIRISH N. THAKKAR

BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION, GANDHINAGAR

PETITION NO ____ OF 2023

IN THE MATTER OF:

Miscellaneous Petition under Section 17(3) of the Electricity Act, 2003 read with Regulation 21 of the Gujarat Electricity Regulatory Commission, (Licensing of Transmission) Regulations 2005 seeking approval for providing the use of the Petitioner's sub-station land for bids invited by Gujarat Urja Vikas Nigam Limited for setting up of Battery Energy Storage System (BESS) Projects by BESS Developers.

AND IN THE MATTER OF:

Gujarat Energy Transmission Corporation Limited
Sardar Patel Vidyut Bhavan,
Race Course,
Gujarat, Vadodara -390007 - PETITIONER

VERSUS

Gujarat Urja Vikas Nigam Limited
Sardar Patel Vidyut Bhawan,
Race Course Circle, Vadodara- 390007 - RESPONDENT

Declaration:

Subject matter of petition has not been raised by the petitioner before any other competent forum, and that no other competent forum is currently seized of the matter or has passed any order in relation thereto.

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED
PETITIONER

Gujarat Energy Transmission Corporation Ltd. (GETCO) VADODARA

PLACE:
DATED:

Annexure A

11

No. 23/16/2020-R&R Part (1)
Government of India
Ministry of Power
***

Shram Shakti Bhawan, Rafi Marg,
New Delhi, 11th March, 2022

To

1. Secretary, MNRE, New Delhi.
2. The Chairperson, CEA, R K Puram, New Delhi.
3. ACS/Principal Secretaries/Secretaries (Power/Energy) of all State Governments/UTs.
4. Secretaries of All State Electricity Regulatory Commissions/JERCs.
5. CMD/MDs of all Gencos/Discoms/Transcos.
6. Secretary, Central Electricity Regulatory Commission (CERC), New Delhi.
7. CMD/MDs of all CPSUs under administrative control of Ministry of Power & MNRE.
8. DG, Association of Power Producers(APP), New Delhi.
9. President, FICCI / President, CII, New Delhi
10. CMD, IEX LTD New Delhi & MD/CEO, PXIL , Mumbai
11. Chairman, Indian Wind Power Association, New Delhi
12. Director General, National Solar Energy Federation of India (NSEFI), New Delhi.
13. DG, Solar Power Developers Association, New Delhi
14. CMD/MD, SECI, New Delhi

Sub: Guidelines for Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services – Reg

Sir/Madam,

I am directed to forward herewith the resolution dated 10-03-2022 regarding **Guidelines for Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services** for information and necessary action please.

2. This issues with the approval of Competent Authority.

Encl:- As above

Yours faithfully,

(Debranjan Chattopadhyay)
Deputy Secretary tothe Govt. of India
Tele No. 23715250

Copy for information to:

1. PS to Hon'ble Minister of Power& NRE, APS to Hon'ble MoSP, Sr. PPS to Secretary, MoP.
2. All Additional Secretaries, Ministry of Power.
3. All Joint Secretaries/Economic Adviser/CE, Ministry of Power.

Copy to: Technical Director, NIC Cell for uploading on MOP's website under "New Notices"

रजिस्ट्री सं. डी.एल.- 33004/99 REGD. No. D. L.-33004/99

भारत का राजपत्र
The Gazette of India

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असाधारण
EXTRAORDINARY
भाग I—खण्ड 1
PART I—Section 1
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PUBLISHED BY AUTHORITY

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विद्युत मंत्रालय

संकल्प

नई दिल्ली, 10 मार्च, 2022

सं. 23/16/2020-आर एंड आर भाग (1).—

उत्पादन, पारेषण और वितरण परिसंपत्तियों के हिस्से के रूप में सहायक सेवाओं सहित बैटरी ऊर्जा भंडारण प्रणालियों के क्रय और उपयोग के लिए दिशानिर्देश

खंड I: पृष्ठभूमि और परिचय

क. प्रस्तावना

1. पृष्ठभूमि

क. भारत में नवीकरणीय ऊर्जा का विकास देश के ऊर्जा क्षेत्र की प्रमुख सफलताओं में से एक रहा है।आज, सौर और पवन ऊर्जा, पारंपरिक ऊर्जा स्रोतों की भांति देश के ऊर्जा मिक्स का अभिन्न अंग बन गए हैं। भारत ने वर्ष 2030 तक नवीकरणीय ऊर्जा के माध्यम से 500 गीगावॉट गैर-जीवाश्म ऊर्जा क्षमता संस्थापित करने और देश की ऊर्जा आवश्यकताओं के 50% भाग की पूर्ति करने के महत्वाकांक्षी लक्ष्य के दौरान पहले ही 150 गीगावॉट नवीकरणीय ऊर्जा क्षमता की प्राप्ति कर ली है। भारत के ऊर्जा मिक्स में नवीकरणीय ऊर्जा की हिस्सेदारी में उल्लेखनीय वृद्धि होने के साथ, तथा वर्ष 2030 तक लक्षित ऊर्जा मिक्स को देखते हुए, देश की अनुमानित ऊर्जा मांग को पूरा करने के लिए संसाधनों के इष्टतम उपयोग और सही संसाधन मिक्स के चयन की योजना बनाना उचित है।

ख. प्रौद्योगिकी और विनिर्माण में हुई विभिन्न वैश्विक प्रगतियों के फलस्वरूप, नवीकरणीय ऊर्जा, वार्षिक ऊर्जा आवश्यकताओं के लिए सर्वाधिक वहनीय और स्वच्छ स्रोत बन गई है। प्रारंभिक उत्पादन क्षमताओं को अब तक ग्रिड से सफलतापूर्वक जोड़ा जा चुका है, लेकिन ऊर्जा मिक्स में नवीकरणीय ऊर्जा की बढ़तेप्रवेश के चलते, आपूर्ति-मांग में विसंगति होने के कारण, आगे क्षमता अभिवृद्धि में समस्याओं का सामना करना पड़ सकता है, जहाँ नवीकरणीय ऊर्जा स्रोतों से विद्युत उत्पादन मुख्य रूप से निम्न मांग अवधि के दौरान किया जाता है और अनिश्चित प्रकृति का होना इसकी एक विशेषता है। कुछ यूटिलिटीज ने पहले से ही अपने ग्रिड में नवीकरणीय ऊर्जा के एकीकरण के प्रभावों को अनुभव करना शुरू कर दिया है और विद्युत में कटौती के लिए बाध्य हैं। इस संदर्भ में, केंद्रीय विद्युत प्राधिकरण (सीईए) ने जनवरी, 2020 की "वर्ष 2029-30 के लिए इष्टतम उत्पादन क्षमता मिक्स" शीर्षक की अपनी रिपोर्ट में ताप विद्युत आधारित उत्पादन के ऊर्जा भंडारण प्रौद्योगिकी से अनुपूरित नवीकरणीय ऊर्जा उत्पादन के साथ प्रतिस्थापन की मुख्य कठिनाइयों की परिकल्पना की है। इस संबंध में, उपर्युक्त रिपोर्ट का एक अंश निम्नवत पुनः प्रस्तुत है:

"यह सौर पैनलों की लागत में गिरावट और बैटरी ऊर्जा भंडारण प्रणालियों जैसे नए प्रौद्योगिकी विकल्पों से संभव हुआ है। वास्तव में, लागत अनुमानों में कमी निकट भविष्य में वित्तीय रूप से व्यवहार्य बनाने हेतु बैटरी ऊर्जा भंडारण प्रौद्योगिकी के लिए अत्यंत महत्वाकांक्षी है। इस संदर्भ में, इष्टतम उत्पादन क्षमता मिक्स की आयोजना का महत्व बहुत बढ़ जाता है, ताकि भावी उत्पादन क्षमता मिक्स किफायती होने के साथ-साथ पर्यावरण अनुकूल भी हो, इष्टतम उत्पादन मिक्स की प्राप्ति हेतु प्रणालियों और नीतियों को सक्षम बनाने के लिए 10-12 वर्षों का समय पर्याप्त है।"

ग. उपर्युक्त के अलावा, सहायक सेवाएँ पूरी दुनिया में विद्युत पारिस्थितिकी तंत्र का एक अभिन्न अंग रही हैं। विद्युत आपूर्ति प्रणाली में आवृत्ति और वोल्टेज नियंत्रण की बुनियादी सेवाएं अंतर्निहित हैं और इन बुनियादी सेवाओं के प्रावधान को सक्षम बनाने के लिए, विश्वसनीय और कुशल ग्रिड परिचालन के अनुपूरण लिए विशिष्ट सहायता सेवाओं की आवश्यकता होती है। ये समर्थन सेवाएं जो 'मूल्य वर्धित सेवाओं' के रूप में कार्य करती हैं, उन्हें 'सहायक सेवाओं' के रूप में जाना जाता है। सहायक सेवाओं में भार-उत्पादन संतुलन (फ्रीक्वेंसी नियंत्रण) बनाए रखने, वोल्टेज और प्रतिक्रियाशील विद्युत सपोर्ट बनाए रखने और उत्पादन एवं पारेषण रिजर्व को बनाए रखने के लिए सहायक सेवाएं शामिल हैं। प्रारंभिक कदम के रूप में, केंद्रीय विद्युत विनियामक आयोग (सीईआरसी) ने वर्ष 2013 में "भारतीय विद्युत बाजार में सहायक सेवाओं की शुरूआत" पर एक स्टाफ पेपर जारी किया था। स्टाफ पेपर में सहायक सेवाओं के प्रकारों जैसे कि वास्तविक विद्युत सहायक सेवाएं या फ्रीक्वेंसी सपोर्ट सहायक सेवाएं/लोड फॉलोइंग एवं वोल्टेज या प्रतिक्रियाशील विद्युत सहायक सेवाएं व ब्लैक स्टार्ट सहायक सेवाओं के विषय में चर्चा की गई थी। यह परिकल्पना की गई थी कि अधिशेष क्षमता (अर्थात् उस क्षमता के लाभार्थियों द्वारा या तो बिना मांग वाली अधिशेष क्षमता या वैसे उत्पादक जो बाजार में अपनी विद्युत क्षमता का विक्रय नहीं कर सके और/या अधिशेष कैप्टिव क्षमता) वाले उत्पादकों को एक अलग बाजार खंड में विद्युत एक्सचेंज में बोली लगाने की अनुमति दी जा सकती है।

घ. उपर्युक्त के अनुसरण में, सीईआरसी द्वारा अगस्त, 2015 में सहायक सेवा परिचालन संबंधी विनियम जारी किए गए। पणधारियों के साथ परामर्श के पश्चात, सीईआरसी ने निर्णय लिया कि वर्तमान आवश्यकता को पूरा करने के लिए, अंतर-राज्यीय स्तर पर उत्पादक स्टेशनों में उपलब्ध डिस्पैच नहीं की गई अधिशेष क्षमता के उपयोग के माध्यम से तृतीयक आवृत्ति नियंत्रण, जिसका प्रशुल्क सीईआरसी द्वारा निर्धारित किया/अपनाया जाता है, को रिजर्व रेगुलेशन एंसिलरी सर्विस (आरआरएएस) के रूप में प्रस्तुत किया जा सकता है। योग्यता क्रम प्रेषण के लिए आरआरएएस प्रदाता की परिवर्तनीय लागत पर विचार किया जाता है। संकुलन प्रबंधन को सुविधाजनक बनाने के लिए, आरआरएएस के प्रेषण के दौरान पारेषण बाधाओं (अंत:क्षेत्रीय और अंतर्क्षेत्रीय दोनों) पर विचार किया जाता है। आरआरएएस प्रदाताओं को प्रोत्साहन के रूप में मार्क-अप के साथ निश्चित प्रभारों और परिवर्तनीय प्रभारों दोनों का भुगतान किया जाता है। फलस्वरूप अभ्यर्पित ऊर्जा के अनुपात में नियत शुल्क, मूल लाभार्थी(यों) को वापस किए जाते हैं। इसलिए, वर्तमान में, भारत में सहायक सेवाएं उन संसाधनों द्वारा प्रदान की जाती हैं जो गतिमान हैं और पहले से ही एक निश्चित मेगावाट स्तर पर निर्धारित किए गए हैं, जिसमें उतार-चढ़ाव को नियमित करने के लिए हेडरूम और लेगरूम मार्जिन (रिजर्व के रूप में) दोनों उपलब्ध हैं। जबकि, निर्धारित

मेगावाट का निर्णय, बाजार प्रतिभागियों द्वारा किया जाता है, वहीं सिस्टम ऑपरेटर, फ्रीक्वेंसी नियंत्रण के लिए सहायक सेवाओं के रूप में उत्पादन मार्जिन के केवल हेडरूम और लेगरूम का उपयोग करता है।

ङ. उत्पादन क्षमता के अनुरूप मांग बढ़ने से,वर्तमान सहायक प्रणाली को बदला जा रहा है, नई सहायक प्रणाली को उत्पादन और पारेषण मिक्स को इष्टतम करने के लिएऊर्जा भंडारण प्रणालियों (ईएसएस) को मौजूदा और भावी आरई क्षमता के साथ एकीकृत करना आवश्यक है। प्रशुल्क-आधारित बोली प्रणाली के माध्यम से नई नवीकरणीय ऊर्जा क्षमता स्थापित करने संबंधी दिशानिर्देश पहले से ही अस्तित्व में हैं। ऊर्जा मिक्स में भंडारण घटक की वृद्धि करने के संबंध में, विद्युत मंत्रालय ने अप्रैल, 2021 में केविप्रा से व्यावसायिक मामले के रूप में भंडारण के उपयोग और सहायक सेवाओं के लिए की पहचान करने संबंधी एक रिपोर्ट प्रस्तुत करने का अनुरोध किया था। यह रिपोर्ट, अपेक्षित भंडारण क्षमता प्रदान करने के लिए व्यावसायिक रूप से प्रयुक्त समाधान के रूप में पंप्ड हाइड्रो भंडारण प्रणाली (पीएसपी) और बैटरी ऊर्जा भंडारण प्रणाली (बीईएसएस) को चिन्हित करती है। केविप्रा द्वारा किए गए अध्ययन से पता चला है कि योजना मॉडल द्वारा वर्ष 2027-28 के बाद से बैटरी ऊर्जा भंडारण प्रणाली का चयन किया गया है और 27,000 मेगावाट/108,000 मेगावाट (4-घंटे भंडारण) की बैटरी ऊर्जा भंडारण क्षमता के वर्ष 2029-30 में संस्थापित क्षमता का हिस्सा होना अनुमानित है। यह वर्ष 2029-30 में संस्थापित क्षमता के एक घटक के रूप में परिकल्पित पंप्ड हाइड्रो भंडारण प्रणाली के 10,151 मेगावाट तक अतिरिक्त है।

च. मौजूदा पंप्ड हाइड्रो स्टोरेज प्लांट्स से प्राप्त उपलब्ध सीमित समर्थन और नए पंप्ड हाइड्रो स्टोरेज संयंत्रों के लिए लंबी विकासात्मक अवधि के कारण, भारतीय विद्युत व्यवस्था के लिए संसाधन पर्याप्तता के विभिन्न स्रोतों में से एक के रूप में बैटरी ऊर्जा भंडारण प्रणाली (बीईएसएस) की परिस्थितियों पर विचार किया जाना चाहिए। यह तथ्य सामने आया है कि नवीकरणीय ऊर्जा के साथ-साथ स्टोरेज/बीईएस से संसाधन पर्याप्तता सुनिश्चित करने के अलावा उत्पादन में अपेक्षित सुविधा प्राप्त हो सकती है।

2. उद्देश्य

इन दिशानिर्देशों के विशिष्ट उद्देश्य निम्नवत हैं:

क. परिवर्तनशीलता/विद्युत आपूर्ति में एकरूपता/विद्युत उत्पादन में वृद्धि/किसीविशिष्ट आरई परियोजना या आरई परियोजनाओं के पोर्टफोलियो से आपूर्ति की अवधि में विस्तार पर ध्यान देने,मौजूदा आरई परियोजनाओं के संवर्द्धन और/या ग्रिड के लिए सहायक, ग्रिड सहायता और स्थिति के अनुरूप सेवाएँ प्रदान करने के लिएविशिष्ट आरई विद्युत परियोजनाओं के हिस्से के रूप में अथवा पृथक रूप से बीईएसएस की खरीद को सुविधा प्रदान करना।

ख. पारेषण और वितरण नेटवर्क के इष्टतम उपयोग के लिए बीईएसएस की खरीद को सुविधा प्रदान करना।

ग. अंतर-राज्यीय/अंत:राज्यीय विद्युत के क्रय-विक्रय हेतु क्रय प्रक्रिया में पारदर्शिता और निष्पक्षता सुनिश्चित करने के लिए/तथा समूहक/व्यापार लाइसेंसधारियों/कार्यान्वयन एजेंसी के रूप में किसी मध्यवर्ती क्रेता के लिए फ्रेमवर्क प्रदान करना।

घ. प्रक्रियाओं में मानकीकरण और एकरूपता और ऊर्जा भंडारण और भंडारण क्षमता क्रय में शामिल, विभिन्न पणधारियों के बीच एक जोखिम-माझाकरण फ्रेमवर्क प्रदान करना, जिससे प्रतिस्पर्धा को प्रोत्साहित किया जा सके और परियोजनाओं की बैंकेबिलिटी को बढ़ाया जा सके।

ख. दिशानिर्देशों का प्रयोजन

1. दिशानिर्देशों की प्रयोज्यता

ये दिशानिर्देश, विद्युत अधिनियम, 2003 की धारा 63 के प्रावधानों के अंतर्गत "निर्माण-स्वामित्व-प्रचालन" या "निर्माण-स्वामित्व-प्रचालन-अंतरण" आधार पर स्थापित की जाने वाली ग्रिड से जुड़ी परियोजनाओं से, प्रतिस्पर्धी बोली के माध्यम से,'क्रेताओं' द्वारा बीईएसएस से ऊर्जा की खरीद के लिए जारी किए जा रहे हैं, जिसमें न्यूनतम परियोजना आकार और बोली क्षमता आवश्यकताएँ निम्नवत हैं:

(i) अंत:-राज्यीय परियोजनाओं के लिए: 1 मेगावाट की न्यूनतम बोली क्षमता के साथ एक साइट पर प्रयोज्यता के आधार पर उपयुक्त ऊर्जा रेटिंग सहित 1 मेगावाट और उससे अधिक की विद्युत रेटिंग का न्यूनतम विशिष्ट परियोजना आकार; तथा

(ii) अंतर-राज्यीय परियोजनाओं के लिए: मौजूदा सीईआरसी विनियमों/विस्तृत प्रक्रिया द्वारा निर्दिष्ट न्यूनतम वोल्टेज स्तर पर 50 मेगावाट की न्यूनतम बोली क्षमता के साथ एक साइट पर प्रयोज्यता के आधार पर उपयुक्त ऊर्जा रेटिंग सहित 50 मेगावाट और उससे अधिक की न्यूनतम विशिष्ट परियोजना क्षमता।

2. इन दिशानिर्देशों के प्रावधान बीईएसएसडी/क्रेता/मध्यवर्तीक्रिता/अंतिम क्रेता/कार्यान्वयन एजेंसी और क्रेता के अधिकृत प्रतिनिधि पर बाध्यकारी होंगे। इन दिशानिर्देशों से किसी भी प्रकार केप्रस्तावित परिवर्तन की स्थिति में अपनाई जाने वाली प्रक्रिया, इन दिशानिर्देशों के खंड क, भाग V में निर्दिष्ट है।

3. व्यावसायिक मामले

ऊर्जा की आपूर्ति और ग्रिड रखरखाव में बीईएसएस के उपयोग के संबंध में निम्नलिखित व्यावसायिक मामलों की पहचान की गई है:

(i) बीईएसएस से आरई आपूर्ति: इस मामले में, बीईएसएस को आरई परियोजना के हिस्से के रूप में शामिल किया गया है, और आरई और बीईएसएस परिसंपत्तियों का स्वामित्व उत्पादक के पास है। इन परियोजनाओं का उपयोग क्रेताओं की व्यस्ततम विद्युत और निश्चित प्रेषण योग्य आरई आवश्यकताओं को पूरा करने के लिए भी किया जा सकता है।

(ii) पारेषण अवसंरचना के साथ बीईएसएस: इस मॉडल का उद्देश्य पारेषण परिसंपत्ति के उपयोग को अधिकतम करना, पारेषण प्रणाली के उपयोग की अवधि बढ़ाना और ग्रिड स्थिरता को सुदृढ़ करना है। ये प्रणालियां पारेषण क्षमता के इष्टतम उपयोग और नेटवर्क संकुलन को कम करके पारेषण अवसंरचना के बड़े पैमाने पर अनुकूलन को सक्षम बनाएगी। फलस्वरुप, निकासी और पारेषण अवसंरचना के संवर्धन की आवश्यकता काफी कम हो जाती है।

(iii) सहायक सेवाओं/संतुलन सेवाओं और लचीले प्रचालनों के लिए भंडारण: तेज रैंप दर के साथ बीईएसएस, इंटरचेंज प्रवाह के हर पल के प्रबंधन के लिए विशेष रूप से उपयुक्त है। प्रणालीप्रचालक (उदाहरण के लिए आरएलडीसी/एनएलडीसी और एसएलडीसी) भार और उत्पादन में अंतर्निहित अनिश्चितता/भिन्नताओं के प्रबंध के लिए आवृत्ति नियंत्रण और संतुलन सेवाओं के लिए बीईएसएस का उपयोग कर सकते हैं।

(iv) वितरण के लिए भंडारण: इस मॉडल का उद्देश्य भंडारण परिसंपत्ति के उपयोग को अधिकतम करना और डिस्कॉम प्रचालनों को सुदृढ़ करना है। भार केंद्रों पर जुड़ने से, डिस्कॉम द्वारा अपने व्यस्ततमकालीन भार, ग्रिड लचीलेपन के प्रबंधन, पोर्टफोलियो प्रबंधन और लचीले प्रचालन के लिए उसका उपयोग उपयुक्त रूप से किया जा सकता है। बीईएसएस का उपयोग डिस्कॉमों के लिए प्रमुख उपभोक्ताओं के हिस्से के रूप में इलेक्ट्रिक मोबिलिटी सेगमेंट के बड़े पैमाने पर विस्तार को सुविधा प्रदान करने के लिए भी किया जा सकता है। बीईएसएस का उपयोग डिस्कॉमों द्वारा परिसंपत्ति स्थानांतरण प्राप्त करने के लिए इष्टतम साधन के रूप में भी किया जा सकता है, फलस्वरूप परिसंपत्ति की सक्रियता बढ़ेगी।

(v) आर्बिट्रेज प्रचालन के लिए स्टैंडअलोन बीईएसएस जिसका उपयोग व्यापारिक प्रचालन सहित विकासकर्ता/—स्वामी अथवा पट्टाधारी द्वारा किया जा सकता है।

(vi) बीईएसएस विकासकर्ता/स्वामी किसी विशेष अवधि के लिए भंडारण स्थान का विक्रय कर सकता है। इस स्थिति में वह प्रभार प्राप्त करेगा।

(vii) कोई अन्य व्यवसाय मॉडल जैसा कि क्रेता/मध्यवर्ती क्रेता/लाभग्राहियों/उत्पादकों द्वारा उपयुक्त पाया जाए।

(viii) उपर्युक्त क्रम सं. (i) से (vii) पर वर्णित व्यापारिक मामलों के साथ-साथ बीईएसएस विकासकर्ता द्वारा किसी निश्चित घटक को भी व्यापारिक क्षमता के रूप में उपयोग हेतु निर्धारित किया जा सकता है। इस घटक को मौजूदा विनियमों के अनुसार विद्युत बाजार में ट्रेड किया जा सकता है।

4. ये दिशानिर्देश उपर्युक्तक्रमांक (ii) से (vii) द्वारा चिन्हित व्यावसायिक मामलों के लिए लागू होंगे। उपर्युक्त क्रमांक (i) के लिए अर्थात उन प्रणालियों के मामले में जिनमें बीईएसएस के साथ एक एकल परियोजना (सह-स्थित या बहु-स्थित) के रूप में आरई उत्पादन स्टेशन शामिल हैं, सौर, पवन और हाइब्रिड विद्युत परियोजनाओं से विद्युत के

क्रय के लिए जारी संबंधित मानक बोली दिशानिर्देश अथवा विद्युत मंत्रालय द्वारा एकीकृत मानक बोली दिशानिर्देशलागू होंगे।

5. बीईएसएस को आरई और गैर-आरई विद्युत के संयोजन के माध्यम से आरई विद्युत अथवा गैर-आरई विद्युत द्वारा चार्ज किया जाए, तथापि जब यह आरई विद्युत की आपूर्ति करना चाहता है, तो असे केवल आरई विद्युत द्वारा चार्ज करने की आवश्यकता होगी।

खंड-II: परिभाषाएं

इन दिशानिर्देशों में प्रयुक्त शब्दों के निम्नलिखित अभिप्राय होंगे:

1. "**अधिनियम**" से दिनांतर संशोधनों तथा उनके जारी किए गए स्पष्टीकरणों सहित, विद्युत अधिनियम, 2003 अभिप्रेत होगा।

2. "**समायोजित इक्विटी**" से भारतीय रुपये में वित्त पोषित और चालू माह के पहले दिन ("संदर्भ तिथि"), नीचे निर्धारित तरीके से समायोजितइक्विटी अभिप्रेत होगी, जो मूल्यह्रास और थोक मूल्य सूचकांक (डब्ल्यूपीआई) में भिन्नताओं के कारण और नियत तारीख के महीने के पहले दिन (वित्तीय समापन की प्राप्ति की तारीख) और संदर्भ तिथि के बीच आने वाली किसी संदर्भ तिथि के लिए इसके मान में परिवर्तन को प्रतिबिंबित करेगी।

   क. वाणिज्यिक प्रचालन तिथि (सीओडी) को या उससे पहले, समायोजित इक्विटी भारतीय रुपये में वित्त पोषित व्यय की गई इक्विटी कीराशि के बराबर होगी और परियोजना पर खर्च की जाएगी, जो नियुक्त तिथि और संदर्भ तिथि के माह के पहले दिन के बीच डब्ल्यूपीआई में होने वाले बदलाव के आधे की सीमा तक संशोधित होगी;

   ख. सीओडी के अनुसार समायोजित इक्विटी के बराबर राशि को आधार ("आधार समायोजित इक्विटी")माना जाएगा;

   ग. सीओडी के बाद, सीओडी के बाद प्रत्येक महीने की शुरुआत में 0.333% (शून्य बिंदु तीन तीन तीन प्रतिशत) कम करते हुए [किसी वर्ष की प्रति तिमाही 1% (एक प्रतिशत) की कमी] यहां समायोजित इक्विटी बेस एडजस्टेड इक्विटी के बराबर राशि होगी, और इस प्रकार प्राप्त राशि को सीओडी और संदर्भ तिथि के बीच डब्ल्यूपीआई में होने वाले भिन्नता की सीमा तक संशोधित किया जाएगा;

   संदेह से बचने के लिए, समायोजित इक्विटी कीसमाप्ति की स्थिति में, अंतरण तिथि से ठीक पहले की संदर्भ तिथि के अनुसार गणना की जाएगी; बशर्ते कि समायोजित इक्विटी में उस अवधिके बराबर अवधि में कोई कमी, यदि कोई हो, के लिए नहीं की जाएगीजिसके लिए बीईएसपीए अवधि आगे बढ़ाई गई है, बल्कि डब्ल्यूपीआई के कारण संशोधन करना जारी रखा जाएगा।

3. किसी कंपनी के संबंध में "**संबद्ध**" से वह व्यक्ति अभिप्रेत होगा जो ऐसी कंपनी को नियंत्रित करता है, उसके द्वारा नियंत्रित किया जाता है, या उसके सामान्य नियंत्रणाधीन है।

4. "**वार्षिक उपलब्धता**" आरएफएस में परिभाषित अनुसार होगी।

5. "**उपयुक्त आयोग**" का वही अभिप्राय होगा जो अधिनियम में परिभाषित है।

6. क्रेता का "**अधिकृत प्रतिनिधि**": ऐसे मामलों में, जहां बैटरी ऊर्जा भंडारण क्रय करार (बीईएसपीए) पर हस्ताक्षर करने वाली एजेंसी और निविदा/बोली प्रक्रिया कराने वाली एजेंसी अलग-अलग हैं, तो निविदा/बोली प्रक्रिया कराने वाली एजेंसी को 'क्रेता' का अधिकृत प्रतिनिधि माना जाएगा और इन दिशानिर्देशों के अनुसार, बोली लगाने के चरण के दौरान 'क्रेता' पर लगाई गई सभी बाध्यताओं को पूरा करने के लिए क्रेता की ओर से जिम्मेदार होगा।

7. "**बैटरी ऊर्जा भंडारण प्रणाली विकासकर्ता**" या "**बीईएसएसडी**" या "**विकासकर्ता**" से इन दिशानिर्देशों के अंतर्गतविद्युत की आपूर्ति के लिए बीईएसएस सुविधा का स्वामित्व/प्रचालन करने वाली कंपनी अभिप्रेत होगी।

8. "**बैटरी ऊर्जा भंडारण क्रय करार**" अथवा "**बीईएसपीए**" से अभिप्राय बीएएसएस क्षमता के क्रय के लिए मध्यवर्ती क्रेता अथवा अंतिम क्रेता (जैसा लागू हो) द्वारा बीईएसएसडी के साथ किए गए करार से है।

9. **"बैटरी ऊर्जा भंडारण प्रणाली"** या **"बीईएसएस"** या **"परियोजना"** से ऐसी प्रणाली (प्रणालियां)/परियोजनाएं अभिप्रेत हैं जो इलेक्ट्रोकेमिकल बैटरी(लेड एसिड, ली-आयन, सॉलिड स्टेट बैटरी, फ्लो बैटरी, आदि) जैसी विधियों और प्रौद्योगिकियों का उपयोग करती हैं, एक ऐसी सुविधा प्रदान करती हैं जिसमें रासायनिक ऊर्जा भंडारित की जा सके और भंडारित ऊर्जा को विद्युत के रूप में वितरित करती हैं, जिसमें सहायक सुविधाएं (उदाहरण के लिए ग्रिड सहायता) शामिल हैं, किन्तु ये इस तक ही सीमित नहीं होतीं। ऐसी प्रणालियां आरई उत्पादक स्टेशनों के साथ सह-स्थित हो सकती हैं, स्टैंड-अलोन आधार पर प्रचालित की जा सकती हैं।

10. **"बोलीकर्ता एजेंसी"** इन दिशानिर्देशों के अंतर्गत निविदा दस्तावेज जारी करने वाले और चयन प्रक्रिया को कार्यान्वित करने वाले संगठन को संदर्भित करेगी।

11. **"नियंत्रण"** से प्रत्यक्ष या अप्रत्यक्ष रूप से, ऐसी कंपनी के 50% से अधिक वोटिंग शेयरों का स्वामित्व या सर्वाधिक निदेशकों को नियुक्त करने का अधिकार अभिप्रेत है।

12. **"देय ऋण"** से अंतरण तिथि को बकाया भारतीय रुपये में अभिव्यक्त निम्नलिखित राशियों का योग अभिप्रेत होगा:

    क. कुल परियोजना लागत ('मूलधन') के वित्तपोषण के लिए वित्तीय करारों के अंतर्गतवरिष्ठ ऋणदाताओं द्वारा प्रदान की गई ऋण की मूल राशि, किन्तु इसमें मूलधन का ऐसा कोई हिस्सा शामिल नहीं होगा जो अंतरण तिथि से 2 (दो) वर्ष पहले पुनर्भुगतान के लिए देय हो गया था;

    ख. अंतरण तिथि तक उपर्युक्त उप-खंड (क) में संदर्भित ऋण पर या उसके संबंध में वित्तपोषण करारों के अंतर्गत देय सभी अर्जित ब्याज, वित्तपोषण शुल्क और प्रभार, किन्तु इसमें: (i) अंतरण तिथि से 2 (दो) वर्ष पहले देय हुआ कोई ब्याज, शुल्क अथवा प्रभार, (ii) किसी वरिष्ठ ऋणदाता को वित्तपोषण करारों के अंतर्गत भुगतानयोग्य कोई दंड ब्याज अथवा प्रभार, (iii) क्रेता की चूक के कारण उत्पन्न किसी ऐसे प्रभार को छोड़कर, ऋण केत्वरित पुनर्भुगतान के संबंध मेंकोई पूर्व-भुगतान प्रभार, और (iv)वित्तीय पैकेज में शामिल और कुल परियोजना लागत के वित्तपोषण के लिए इक्विटी निवेशकों अथवा उनसे संबद्ध कंपनियों द्वारा संवितरित कोई गौण ऋण शामिल नहीं होगा।

    परंतु यदि सम्पूर्ण देय ऋण अथवा उसका कोई हिस्सा वरिष्ठ ऋणदाताओं और/अथवा रियायतग्राही के विकल्प पर इक्विटी में परिवर्तनीय है, तो इस करार के उद्देश्य के लिए इसे यदि ऐसा परिवर्तन नहीं किया गया हो तो भी देय ऋण नहीं माना जाएगा और इसके मूल का निपटान इस प्रकार किया जाएगा कि जैसे ऐसा परिवर्तन कर दिया गया था। परंतु यह भी कि सीओडी को अथवा उसके बाद देय ऋण, किसी भी स्थिति में कुल परियोजना लागत के 80% (अस्सी प्रतिशत) से अधिक नहीं होगा।

13. **"अंतिम क्रेता"** से मध्यवर्ती क्रेताअथवा बैटरी भंडारण प्रणालीविकासकर्ता,जैसा भी मामला हो,से ऊर्जा का अंतिम क्रेता अभिप्रेत है; और इसमें,जैसा लागू हो, वितरण लाइसेंसधारी, थोक उपभोक्ता आदिशामिल होंगे।

14. **"वित्तीय परिसमापन" अथवा"परियोजना वित्तपोषण व्यवस्था"** से 100% परियोजना लागत के लिए बैटरी भंडारण प्रणाली विकासकर्ता द्वारा कंपनी द्वारा अपने आंतरिक संसाधनों(निदेशक मंडल द्वारा पारित संकल्प द्वारा) से निधियों की प्रतिबद्धता और/अथवा ऋण की स्वीकृति अथवा वित्तपोषण के लिए सहमत होते हुए निश्चित प्रतिबद्धता पत्र द्वारा किसी बैंक/वित्तीय संस्था के माध्यम से निधियों,की व्यवस्था द्वारा आवश्यक निधियों की व्यवस्था अभिप्रेत है।

15. **"मध्यवर्ती क्रेता" अथवा "कार्यान्वयन एजेंसी":** कुछ मामलों में,खरीदी गई विद्युत को संचित करने और/अथवा विभिन्न विकासकर्ताओं से बड़े पैमाने की ऊर्जा भंडारण क्षमता के साथ इसे सुदृढ़ करने, और अंतिम क्रेता (क्रेताओं) को बेचने के लिए या तो वितरण लाइसेंसधारी (लाइसेंसधारियों) तथा बीईएसएसडी के मध्य कोई मध्यवर्ती,अथवा भारत सरकार द्वारा यथाअधिसूचित कोई "कार्यान्वयन एजेंसी" अपेक्षित है, ऐसे मामलों में "क्रेता" कोई व्यापार लाइसेंसधारी अथवा कोई कार्यान्वयन एजेंसी होगी, जो विकासकर्ता (विकासकर्ताओं) से विद्युत खरीदेगी और इसे एक या उससे अधिक वितरण लाइसेंसधारियों को बेचेगी, इन दिशानिर्देशों के उद्देश्य के लिए ऐसा वितरण लाइसेंसधारी "अंतिम क्रेता" होगा और व्यापार लाइसेंसधारी "मध्यवर्तीक्रेता" होगा।

16. **"क्रेता"** से, प्रसंगवश जैसा अपेक्षित हो, अंतिम क्रेता अथवा कोई मध्यवर्तीक्रेता अभिप्रेत होगा।

17. **"नवीकरणीय ऊर्जा (आरई) स्रोत"** से 'सौर फोटोवोल्टिक' (इसके बाद 'सौर' के रूप में भी संदर्भित), 'पवन' तथा'सौर पीवी-पवन हाइब्रिड' (इसके बाद 'हाइब्रिड' के रूप में भी संदर्भित) भारत सरकार द्वारा समय-समय पर यथाअधिसूचित अन्य नवीकरणीय ऊर्जा स्रोतों के लिए संदर्भित है।

18. **"नवीकरणीय विद्युत" अथवा "आरई विद्युत"** से इन दिशानिर्देशों में जहां कहीं भी "आरई विद्युत" शब्द प्रयोग किया गया है, नवीकरणीय ऊर्जा स्रोतों से विद्युत के लिए संदर्भित होगा।

19. **"आरई पार्क"** सौर, पवन अथवा सौर-पवन हाइब्रिड विद्युत परियोजनाओं सहित आरई विद्युत परियोजनाओं की स्थापना के लिएकेंद्र अथवा राज्य सरकारों द्वारा जारी दिशानिर्देशों और/अथवा नीतियों के अनुसारविकसित क्षेत्रों अथवा पार्कों के लिए संदर्भित होगा।

20. **"चयन हेतु अनुरोध"** अथवा **"आरएफएस"** अथवा **"निविदा"** या **"बोली दस्तावेज"** से अभिप्राय बोलीकर्ता एजेंसी द्वारा जारी निविदा दस्तावेजों से है जिसमें इन दिशानिर्देशों के अंतर्गत किसी प्रतिस्पर्धात्मक बोली प्रक्रिया के माध्यम से विद्युत के क्रय के लिए, यथालागू ऊर्जा क्रय तथा ऊर्जा विक्रय करार शामिल होंगे।

21. **"सौर"**: इन दिशानिर्देशों में जहां कहीं भी'सौर' शब्द का प्रयोग किया गया है, यह सौर फोटोवोल्टिक (पीवी) तथा सौर ताप प्रौद्योगिकियों अथवा ऐसी प्रौद्योगिकियों पर आधारित विद्युत संयंत्र के लिए संदर्भित होगा।

22. **"पवन"**: इन दिशानिर्देशों में जहां कहीं भी 'पवन' शब्द का प्रयोग किया गया है, यह पवन ऊर्जा प्रौद्योगिकी अथवा ऐसी प्रौद्योगिकी पर आधारित विद्युत संयंत्र के लिए संदर्भित होगा।

खंड-III: बोली प्रक्रिया और परियोजनाओं को अवार्ड करना

क. बोलियां आमंत्रित करने की तैयारी और परियोजना की तैयारी

1. क्रेता द्वारा पूरी की जाने वाली शर्तें

1.1. बोली दस्तावेज तैयार करना:

क. क्रेता, नीचे उपखंड ख में दी गई व्यवस्था को छोड़कर, इन दिशानिर्देशों के अनुसार बोली दस्तावेज तैयार करेगा।

ख. क्रेता, इन दिशानिर्देशों के खंड क, धाराV में वर्णित प्रक्रिया के अनुसार, आरएफएस के प्रारूप, बीईएसपीए के प्रारूप, बीईएसएसए के प्रारूप (यदि लागू हो) मेंइन दिशानिर्देशों से किसी व्यतिक्रम के लिए उपयुक्त सरकार से पूर्व अनुमोदन प्राप्त करेगा।

ग. इन दिशानिर्देशों की अधिसूचना से पहले चल रहे किसी प्रक्रियाधीन बोली के मामले में, विशिष्ट निविदा दस्तावेजों के प्रावधान प्रचलित रहेंगे।

1.2. स्वीकृति सहित स्थल संबंधी परियोजना प्रारंभिक गतिविधियां

क्रय की जा रही विद्युत की समय से आपूर्ति आरंभ करना सुनिश्चित करने के लिए और बोलीकर्ता को क्रेता के अटल इरादे के बारे में विश्वास दिलाने के लिए, आवश्यक है किइन दिशानिर्देशों में नीचे दिए गए खंड 1.4 और खंड 1.5 में वर्णित विभिन्न परियोजना प्रारंभिक गतिविधियोंको समय पर पूरा किया जाए।

1.3. स्थल से संबंधित व्यवस्थाएं

क्रेताओं द्वारा जारी किए जाने वाले बोली दस्तावेजों में यथानिर्दिष्ट परियोजनाक्रेता द्वारा निर्दिष्टपरियोजना स्थल पर अथवा विकासकर्ता द्वारा चयनित परियोजना स्थल पर स्थापित की जाए।ग्रिड में बहुल-ऊर्जा अंतःक्षेपण बिन्दुओं के लिए निविदा दस्तावेज के प्रावधानों के अंतर्गत अनुमति दी जा सकती है। बहुल-अंतःक्षेपण बिन्दुओं के मामले में, प्रत्येक विशिष्ट ऊर्जा अंतःक्षेपण बिन्दु के लिए कनेक्टिविटी की क्षमता और खुली पहुँच समय-समय पर संशोधित मौजूदा विनियमों के अनुसार प्रदान की जाएगी। इसके अतिरिक्त, बहुल अंतःक्षेपण बिन्दु वाली किसी अकेली परियोजना के लिए प्रत्येक अंतःक्षेपण बिन्दु के लिए विचलन समाधान तंत्र के अनुसार शेड्यूलिंग और समाधान पृथक रूप से किए जाएंगे। ऐसे मामलों में,क्रेता का दायित्व होगा कि वह बीईएसपीए और प्रत्येक अंतःक्षेपण बिन्दु पर प्रदान की गई कनेक्टिविटी के अनुसार अनुबंधित क्षमता तक संचयी रूप से सभी अथवा किसी अंतःक्षेपण बिन्दु से विद्युत का क्रय करे।

1.4.क्रेता द्वारा निर्दिष्ट परियोजना स्थल

क्रेताकिसी निर्दिष्ट स्थल पर परियोजना के स्थान का चयन कर सकता है और इसे क्रेता द्वारा बोली दस्तावेजों में निर्दिष्ट किया जाए। ऐसे मामलों में, विद्युत की समय सेआपूर्ति शुरू करना सुनिश्चित करने के लिए, क्रेता और विकासकर्ता को सुनिश्चित करना चाहिए कि संबंधित कंपनियों द्वारा नीचे दर्शाई गई विभिन्न परियोजना प्रारंभिक एवं कार्यान्वयन से संबंधित गतिविधियाँ समय-सीमा के अनुसार पूरी की जाएं।

लक्ष्य	अंतिम समय सीमा
भूमि और सब-स्टेशन के 100% क्षेत्र की पहचान (भूमि की चारदीवारी केनिर्देशांक और सबस्टेशन का स्थान उपलब्ध कराने के बारे में) - क्रेता द्वारा	निविदा दस्तावेजों में निर्दिष्टानुसार
भूमि की 100% सैद्धांतिक उपलब्धता दर्शाने के लिए दस्तावेजों/करारों का प्रावधान- क्रेता द्वारा	निविदा दस्तावेजों में निर्दिष्टानुसार
निविदा प्रक्रिया	बोलीकर्ता एजेंसी को निविदा दस्तावेजों के जारी होने के 3 माह के भीतर निविदा को अंतिम रूप देने का प्रयास करना चाहिए
बीईएसपीए पर हस्ताक्षर करना	एलओए जारी होने के 30 दिन बाद (निविदा शर्तों पर निर्भर करते हुए आगे बढ़ाया जा सकता है)
भूमि के पट्टे/उपयोगाधिकार करार पर हस्ताक्षर करना	बीईएसपीए पर हस्ताक्षर के साथ-साथ
100% चिन्हित भूमि क्षेत्र (सभी बाधाओं से मुक्त) के कब्जे/उपयोगाधिकार की वन स्वीकृति, यदि लागू हो,सहित स्वीकृति - क्रेता द्वारा	बीईएसपीए पर हस्ताक्षर करने के 60 दिन के भीतर
एसटीयू/सीटीयू(जैसा लागू हो) द्वारा कनेक्टिविटी औरखुली पहुँच प्रदान करने के लिए आवेदन - क्रेता/बीईएसएसडी द्वारा सुविधा प्रदान की जानी है/आवेदन किया जाना है	एलओए जारी होने के 30 दिन के भीतर
वित्तीय परिसमापन	इन दिशानिर्देशों की धारा IV केखंड ख के अनुसार
विद्युत की निकासी के लिए सब-स्टेशन की तैयारी - क्रेता द्वारा	संबद्ध पारेषण प्रणाली के मूल एससीओडी के साथ-साथ
यथापेक्षित अन्य विधिक स्वीकृतियां - क्रेता द्वारा	एससीडी से 15 दिन पूर्व
निर्धारित चालू होने की तिथि (एससीडी)	इन दिशानिर्देशों की धारा IV केखंड ग के अनुसार

1.5. किसीआरई पार्क में क्रेता द्वारा निर्दिष्ट परियोजना स्थल

क्रेता उचित अवसंरचना और सुविधाओं वाले (आरई पार्क) विशिष्ट अंचल में परियोजना के स्थल का चयन कर सकता है और इसे क्रेता द्वारा बोली दस्तावेजों में निर्दिष्ट किया जाए।आरई पार्क का विकास एमएनआरई/केंद्र सरकार/राज्य सरकार द्वारा इस संबंध में जारी की गई संबद्ध नीतियों और/अथवा दिशानिर्देशों (उदाहरण के लिए 'सौर पार्कों' के लिए एमएनआरई द्वारा जारी "सौर पार्कों के विकास के लिए दिशानिर्देश")के अनुसारकिया जाएगा। इसके होते हुए भी,विद्युत की आपूर्ति समय से शुरू होना सुनिश्चित करने के लिए, क्रेता,आरईपार्क विकासकर्ता और परियोजना विकासकर्ताको सुनिश्चित करना चाहिए कि नीचे दिए हुए अनुसार विभिन्न परियोजना प्रारंभिक एवं कार्यान्वयन संबंधी गतिविधियां संबंधित कंपनियों द्वारा इसमें वर्णित समय-सीमा के अनुसार पूरी की जाएं।आरई पार्कों के लिए,ऐसे पार्कों के विकासकर्ता (विकासकर्ताओं) [उदाहरण के लिए 'सौर पार्क' के मामले में सौर विद्युत पार्क

विकासकर्ता (एसपीपीडी)] के उत्तरदायित्व एमएनआरई/केंद्र सरकार/राज्य सरकार द्वाराऐसे पार्कों के विकास के लिएजारी संबद्धनीतियों और/अथवा दिशानिर्देशों और कार्यान्वयन सहायक करार, यदि कोई हो, सेप्रवाहित होंगे, जोऐसे पार्क के विकासकर्ताऔर बीईएसएसडी के बीच संबंध को परिभाषित करता है।

लक्ष्य	अंतिम समय सीमा
भूमि और सब-स्टेशन के 100% क्षेत्र की पहचान (भूमि की चारदीवारी के निर्देशांक और सबस्टेशन का स्थान उपलब्ध कराने के बारे में) – पार्क विकासकर्ता द्वारा	निविदा दस्तावेजों में निर्दिष्टानुसार
बोली प्रक्रिया की शुरुआत में भूमि की 100% सैद्धांतिक उपलब्धता दर्शाने के लिए दस्तावेजों/करारों का प्रावधान- पार्क विकासकर्ता द्वारा	निविदा दस्तावेजों में निर्दिष्टानुसार
निविदा प्रक्रिया	बोलीकर्ता एजेंसी को निविदा दस्तावेजों के जारी होने के 3 माह के भीतर निविदा को अंतिम रूप देने का प्रयास करना चाहिए
बीईएसपीए पर हस्ताक्षर करना	एलओए जारी होने के 30 दिन बाद (निविदा शर्तों पर निर्भर करते हुए आगे बढ़ाया जा सकता है)
भूमि पट्टा करार पर हस्ताक्षर करना	बीईएसपीए पर हस्ताक्षर के साथ-साथ
100% चिन्हित भूमि क्षेत्र (सभी बाधाओं से मुक्त) के कब्जे/उपयोगाधिकार की वन स्वीकृति, यदि लागू हो,सहित स्वीकृति - पार्क विकासकर्ता द्वारा	बीईएसपीए पर हस्ताक्षर करने के 60 दिन के भीतर
पार्क विकासकर्ता को अग्रिम प्रभारों का भुगतान - बीईएसएसडी द्वारा	3 किश्तों में भुगतान किया जाना है: भूमि पट्टा करारके हस्ताक्षर करने के साथ25%। भूमि पट्टा करार पर हस्ताक्षर करने के 30 दिन के भीतर अगला 25% पार्क विकासकर्ता द्वारा चिन्हित 100%भूमि क्षेत्र के कब्जे/उपयोगाधिकार प्रदान करने के समय शेष 50%
एसटीयू/सीटीयूद्वारा कनेक्टिविटी औरखुली पहुँच प्रदान करने के लिए आवेदन(मौजूदा विनियमों के अनुसार) – पार्क विकासकर्ता द्वारा सुविधा प्रदान की जानी है/आवेदन किया जाना है	एलओए जारी होने के 30 दिन के भीतर
वित्तीय परिसमापन	इन दिशानिर्देशों की धारा IV केखंड ख के अनुसार
विद्युत की निकासी के लिए सब-स्टेशन की तैयारी -पार्क विकासकर्ता द्वारा	संबद्ध पारेषण प्रणाली के मूल एससीओडी के साथ-साथ
यथापेक्षित अन्य विधिक स्वीकृतियां - पार्क विकासकर्ता द्वारा	एससीडी से 15 दिन पूर्व
निर्धारित चालू होने की तिथि (एससीडी)	इन दिशानिर्देशों की धारा IV केखंड ग के अनुसार

2.बीईएसएसडी द्वारा चयनित परियोजना स्थल

यदि क्रेता स्थल विनिर्दिष्ट नहीं करता है और समय से पूर्णता औरविद्युत की आपूर्ति शुरू होना सुनिश्चित करने के लिए परियोजना स्थल का चयनबीईएसएसडी द्वारा किया जाता है, तो बोलीकर्ता के लिए नीचे निर्दिष्ट समय-सीमा के अनुसार परियोजना लक्ष्यों के संबंध में दस्तावेज प्रस्तुत करना आवश्यक होगा:

लक्ष्य	अंतिम समय सीमा
निविदा प्रक्रिया- बोलीकर्ता एजेंसी द्वारा पूरी की जानी है	बोलीकर्ता एजेंसी को निविदा दस्तावेजों के जारी होने के 3माह के भीतर निविदा को अंतिम रूप देने का प्रयास करना चाहिए
बीईएसपीए पर हस्ताक्षर करना	एलओए जारी होने के 30 दिन बाद (निविदा शर्तों पर निर्भर करते हुए आगे बढ़ाया जा सकता है)
भूमि संबंधी दस्तावेजों पर हस्ताक्षर करना और प्रस्तुत करना	परियोजना चालू होने के समय
एसटीयू/सीटीयू(जैसा लागू हो) द्वारा कनेक्टिविटी औरखुली पहुँच प्रदान करने के लिए आवेदन	एलओए जारी होने के 30 दिन के भीतर
वित्तीय परिसमापन	इन दिशानिर्देशों की धारा IV केखंड ख के अनुसार
निर्धारित चालू होने की तिथि (एससीडी)	इन दिशानिर्देशों की धारा IV केखंड ग के अनुसार

इसके अतिरिक्त, बीईएसएसडी/क्रेता(जैसा लागू हो), एलओए के जारी होने के 30 दिन के भीतर, आईएनएसटीएस/आईएसटीएस सब-स्टेशन को संयंत्र की कनेक्टिविटी/खुली पहुँच की तकनीकी व्यवहार्यता के लिए सीटीयू/एसटीयू ग्रिड (यथापेक्षित) को कनेक्टिविटी/खुली पहुँच के लिए आवेदन करेगा, जिसे मौजूदा प्रचलित विनियमों के अनुसार प्रक्रियाबद्ध किया जाएगा।

यथाचिन्हित दस्तावेजों के अतिरिक्त, परियोजना के शुरू होने से पहले बीईएसएसडी द्वारा एसटीयू/सीटीयू, जैसा लागू हो, से कनेक्टिविटी के संबंध में, राज्य पारेषण यूटिलिटी (एसटीयू)/केंद्रीय पारेषण यूटिलिटी (सीटीयू), (अथवा चयनित स्थल के आरई पार्क में होने की स्थिति में, आरई विद्युत विकासकर्ता), जैसा लागू हो, से एक पत्र प्रस्तुत किया जाना अपेक्षित होगा। यदि परियोजना स्थल क्रेता/अंतिम क्रेता के राज्य में ही स्थित है, तो राज्य सरकार आईएनएसटीएस/आईएसटीएस सबस्टेशन से संयंत्र की कनेक्टिविटी को सुविधा प्रदान करने के लिए आवश्यक सहायता उपलब्ध कराने का प्रयास करेगी।

परियोजना निर्माण के लिए यथापेक्षित परियोजना चालू करने से पहले सभी अन्य स्वीकृतियां प्राप्त करना पूर्ण रूप से बीईएसएसडी का उत्तरदायित्व होगा और उक्त/ऐसी स्वीकृतियां प्राप्त करने में देरी की स्थिति में क्रेता उत्तरदायी नहीं होगा। इसके निरूपण के संबंध में निविदा दस्तावेजों में सुस्पष्ट प्रावधान उपलब्ध कराए जाएंगे।

ख. बोली संरचना

1. बोली पैकेज

बोलियां भंडारण की कुल क्षमता के अनुसार डिजाइन की जाएंगी। बोलियों के लिए न्यूनतम परियोजना और पैकेज आकारउपर्युक्त खंड-I के क्रम सं. ख.1 में दर्शाया गया है। तथापि, किफायत के लिए, क्रेता को, बोलीकर्ता को बोली लगाने हेतु अनुमत न्यूनतम परियोजना आकार को, जैसा भी मामला हो, उपर्युक्त निर्दिष्ट सीमा से अधिक निर्दिष्ट करने की अनुमति है। इसके होते हुए भी, भूमि की उपलब्धता और पारेषण सुविधा पर विचार करते हुए, पूर्वोत्तर राज्यों,विशेष श्रेणी के राज्यों, औरआरई पार्कों के बाहर की परियोजनाओं के मामले में अपेक्षाकृत छोटा बोली आकार रखा जा सकता है। क्रेता, किफायत, भूमि की उपलब्धता, संभावित प्रतिस्पर्धा और बाजार के विकास की आवश्यकता जैसे कारकों पर ध्यान देते हुए इसके सहायकों सहित किसी एकल बोलीकर्ता को आवंटित किए जा सकने वाली अधिकतम क्षमता निर्दिष्ट करने का भी चयन कर सकता है।

2. बोली मानदंड

क्रेता बीईएसएस क्षमता के अनुसार क्रय के लिए बोलियां बोलियां आमंत्रित कर सकता है। क्षमता क्रय में व्यवस्था होगी कि क्रेता भंडारण क्षमता की उपलब्धता के लिए भुगतान करेगा। तद्नुसार, बोली मानदंड निम्नानुसार होंगे।

क. करार की शर्तों के अनुसार उपलब्धता आधारित निश्चित प्रभार/वार्षिकी (आईएनआर प्रति किलावाट (अथवा प्रति मेगावाट) प्रति वर्ष (अथवा प्रति माह)

ख. किसी पूर्व निर्दिष्ट निश्चित टैरिफ/निर्दिष्ट वार्षिकी के लिए बोलीकर्ता द्वारा अपेक्षित वीजीएफ सहायता की मात्रा।

बोलीकर्ता एजेंसी आरएफएस में, बीईएसएस अनुप्रयोग तथा क्रेता की कुल खरीद की व्यवस्थाओं पर निर्भर करते हुए, कोई एक बोली मानदंड निर्दिष्ट कर सकता है, जिसे आरएफएस में निर्दिष्ट किया जाएगा।

बीईएसपीए का न्यूनतम कार्यकाल 8 वर्ष होने की परिकल्पना की गई है जिसे क्रय की आवश्यकता के अनुसार बढ़ाया जा सकता है।

ग. बोली प्रक्रिया

1. क्रेताएकल मंच, द्विभाग (तकनीकी बोली और वित्तीय बोली), बोली प्रक्रिया अपनाने का प्रस्ताव कर सकता है, बोली प्रक्रिया वरीयतः इलेक्ट्रॉनिक मोड (ई-बोली) के माध्यम से संचालित की जानी है। तकनीकी बोली को पहले खोला जाएगा। केवल उन बोलीकर्ताओं की वित्तीय बोली को खोला जाएगा, जो तकनीकी बोली के मूल्यांकन चरण में योग्य पाए गए हों। क्रेता सफल बोलीकर्ताओं के चयन के लिए ई-रिवर्स नीलामी करेगा, जिसका बोली आमंत्रण सूचना और बोली दस्तावेज में विशेष उल्लेख किया जाएगा। सफल ट्रैक रिकॉर्ड और पर्याप्त सुरक्षा, संरक्षा और गोपनीयता विशेषताओं वाले ई-प्रापण प्लेटफॉर्म का प्रयोग किया जाएगा। आरई पार्क विशिष्ट परियोजना के मामले में,क्रेता द्वाराआरई विद्युत पार्क विकासकर्ता को बोली प्रक्रिया आरंभ होने के बारे में सूचना दी जाएगी, जो सभी आवश्यक भूमि एवं अवसंरचना संबंधी ब्यौरे उपलब्ध कराते हुए बोली प्रक्रिया में सक्रिय रूप से भाग लेगा।
2. क्रेता, इन दिशानिर्देशों के अनुसार, बोलीकर्ताओं को बीईएसएस आधारित परियोजनाओं के संस्थापन के लिए आरएफएस में भाग लेने हेतु आमंत्रित करेगा।
3. क्रेता द्वारा इन दिशानिर्देशों के अनुरूप आरएफएस, बीईएसपीए प्रारूप और बीईएसए प्रारूप (यदि लागू हो) सहित बोली दस्तावेज तैयार किए जाएंगे। यदि परियोजना आरई पार्क में स्थापित की जानी अपेक्षित है, क्रेता बोलीकर्ताओं को कार्यान्वयन सहायता करार और भूमि संबंधी करारों के प्रारूप दिखाने की व्यवस्था भी करेगा।
4. क्रेता व्यापक प्रचार के लिएआरएफएस सूचना को केंद्रीय/राज्य लोक प्रापण पोर्टल और/अथवा इसकी अपनी वेबसाइट पर प्रकाशित करेगा।
5. क्रेता प्रत्याशित बोलीकर्ताओं को बोली पूर्व वार्तालाप का अवसर प्रदान करेगा और किसी भी बोलीकर्ता को निविदा दस्तावेजों की लिखित व्याख्या उपलब्ध कराएगा जिसे सभी अन्य बोलीकर्ताओं को भी उपलब्ध कराया जाएगा। सभी संबंधित पक्षकार पूर्ण रूप से लिखित संप्रेषण पर ही भरोसा करेंगे। बोली दस्तावेजों के किसी स्पष्टीकरण अथवा संशोधन को पर्याप्त सूचना के लिए क्रेता की वेबसाइट पर अपलोड किया जाएगा। बोली दस्तावेजों के किसी संशोधन अथवा परिशोधन को जारी करने की स्थिति में, बोलीकर्ताओं को बोलियां प्रस्तुत करने के लिए उस समय से कम से कम 7 दिन की अवधि उपलब्ध कराई जाएगी।

घ. चयन हेतु अनुरोध (आरएफएस) दस्तावेज

क्रेता द्वारा आरएफएस में उपलब्ध कराए जाने वाले मानक प्रावधानों में निम्नलिखित शामिल होंगे:

1. बोली प्रतिक्रियाशीलता

बोली का मूल्यांकन तब ही किया जाएगा यदि यह प्रतिक्रियाशील है और अन्य बातों के साथ-साथ निम्नलिखित शर्तों की पूर्ति करती है:

क. बोलीकर्ता अथवा उसके किसी सहयोगी कोजानबूझकर किसी ऋणदाता का चूककर्ता नहीं होना चाहिए;

ख. किसी कंसोर्टियम सदस्य तथा इसके किसी सहायक सहित बोलीकर्ता और उसके किसी सहायक, उनके निदेशकों कोभारत में किसी सरकारी एजेंसी अथवा प्राधिकरण, बोलीकर्ता अथवा सदस्यों के न्यायाधिकार, जहां उन्हें निगमित किया गया है अथवा उनके व्यापार के मुख्य स्थान के न्यायाधिकार की सरकार, विश्व बैंक समूह, एशियाई विकास बैंक, अफ्रीकी विकास बैंक,अंतर-अमेरिकी विकास बैंक, एशियाई अवसंरचना निवेश बैंक इत्यादि जैसी किसी अंतर्राष्ट्रीय वित्तीय संस्था अथवा संयुक्त राष्ट्र अथवा इसकी किसी अन्य एजेंसी द्वारा प्रतिबंधित नहीं किया गया हो या ब्लैक लिस्ट में शामिल नहीं किया गया हो।

2.बोलीकर्ताओं द्वारा पूरी की जाने वाली योग्यता अपेक्षाएं

क) **सामान्य अर्हता मानदंड:** इन दिशानिर्देशों के अंतर्गत निविदाओं में भाग लेने वाले बोलीकर्ताओं को निम्नलिखित में से किसी एक श्रेणी का होना चाहिए:

(i) कंपनी अधिनियम, 2013 के अंतर्गत कोई कंपनी।

(ii) संबंधित राष्ट्र के कानूनों के अंतर्गतकोई विदेशी कंपनी।

(iii) सेबी के अंतर्गतयथापंजीकृत वैकल्पिक निवेश निधियां (एआईएफ)। "एआईएफ" सेबी द्वारा दी गई परिभाषा के अनुसार होंगे।

(iv) उपर्युक्तकंपनियों का कोई कंसोर्टियम।

उपर्युक्त समय-समय पर यथासंशोधित भारत सरकार के संबद्ध अधिनियमों, नियमों, दिशानिर्देशों, आदेशों तथा नीति दस्तावेजों के अधीन होंगे।

ख) **तकनीकी अर्हता मानदंड:** सरकार प्रतिभागिता बढ़ाते हुए प्रतिस्पर्धा को प्रोत्साहित करने की इच्छुक होगी।तथापि, परियोजनाओं के उचित कार्यान्वयन को सुनिश्चित करने के लिए, क्रेताबोलीकर्ताओं के पूर्व अनुभव, अवसंरचना परियोजनाओं के समय से निर्माण आदि जैसे तकनीकी अर्हता मानदंडों को निर्दिष्ट करने का चयन कर सकता है। ऐसे मानदंड उन परियोजना विकासकर्ताओं की संख्या के मूल्यांकन के बाद निर्धारित किए जाएंगे जिनसे इन मानदंडों को पूरा किया जाना अपेक्षित है ताकि प्रतिस्पर्धा का पर्याप्त स्तर प्राप्त किया जा सके। तकनीकी मानदंडों की पूर्ति के लिए निर्धारित अंतिम तिथि को आम तौर पर बोली प्रस्तुत करने की अंतिम तारीख के रूप में रखा जाना चाहिए।

ग) **वित्तीय अर्हता मानदंड:**

i. प्रबंधन के अंतर्गत निवल मूल्य/परिसंपत्ति (एयूएम) अथवा निवेश योग्य निधियां:क्रेता योग्यता अपेक्षाओं के भाग के रूप में निवल मूल्य के रूप में वित्तीय मानदंडों को निर्दिष्ट करेगा। निवल मूल्य अपेक्षा बोलियां जारी किए जाने वाले वित्तीय वर्ष के लिए परियोजना की अनुमानित पूंजीगत लागत का कम से कम 20% (बीस प्रतिशत) होना चाहिए। परियोजना की अनुमानित पूंजी लागत बोलीकर्ता एजेंसी द्वारा निर्धारित की जाएगी। बोलीकर्ता के सेबी पंजीकृत एआईएफ होने की स्थिति में, क्रेता/मध्यवर्तीक्रेता द्वारा यथानिर्णीत न्यूनतम अपेक्षा सहित प्रबंधन के अंतर्गतपरिसंपत्तियों (एयूएम) के संचयी मूल्य को वित्तीय अर्हता मानदंड के भाग के रूप में प्रदर्शित किया जाएगा। इस संदर्भ में, एयूएम का अभिप्राय एआईएफ के सांविधिक लेखापरीक्षक द्वारा यथाप्रमाणित राशि से होगा।

उपर्युक्त कार्य के लिए विचार किए जाने वाले एयूएम कानिवल मूल्य/मूल्य बोलीकर्ता कंपनी/एआईएफ अथवा कंसोर्टियम सदस्यों का संचयी निवल मूल्य होगा। एआईएफ के मामले को छोडकर, आरएफएस के अनुसार निवल मूल्य मानदंडों को पूरा करने के उद्देश्य के लिए बोलीकर्ता अपनी संबद्ध कंपनी (कंपनियों)की वित्तीय क्षमता के आधार पर अर्हता की मांग कर सकता है। बोलीकर्ता के कोई बोलीकर्ता कंसोर्टियम होने की स्थिति में, कोई सदस्य अपनी सहायक कंपनी (कंपनियों) की वित्तीय क्षमता के आधार पर उपर्युक्त मानदंडों को पूरा कर सकता है। दोनों ही स्थितियों में, बोलीकर्ता (बोलीकर्ताओं) के आरएफएस के अनुरूप ऐसा करने में विफल रहने की स्थिति में ऐसी सहायक कंपनियां अपेक्षित इक्विटी वित्तपोषण और निष्पादन बैंक गारंटी का योगदान करने का वचन देंगे।

यह स्पष्ट किया जाता है कि इस खंड के लिए विचार किये जाने वाला निवल मूल्य कंपनी अधिनियम, 2013 के अनुसार गणना किया गया कुल निवलमूल्य होगा, और इस खंड के अंतर्गत विचार किए जाने वाला एयूएम अथवा निवेश योग्य निधियों कीलागू सेबी (एआईएफ) विनियमों के अनुसार गणना की जाएगी।

निविदाओं में तकनीकी और वित्तीय अर्हता मानदंडों को पूरा करने के सीमित उद्देश्य के लिए, बोलीकर्ता कंपनी में 50% से अधिक शेयर धारण करने वाली सहायक कंपनियों के प्रमाण-पत्रों का प्रयोग करने के अतिरिक्त, बोलीकर्ता निम्नलिखित के अधीन, बोलीकर्ता कंपनी का 50% से अधिक नियंत्रण नहीं करने वाली सहायक कंपनियों के प्रमाण-पत्रों का प्रयोग भी कर सकते हैं:

क. इन अपेक्षाओं को पूरा करने के लिए जिस कंपनी के प्रमाण-पत्रों का प्रयोग किया जा रहा है, उनके इक्विटी योगदान के आनुपातिक रूप में अर्हता मानदंड पैरामीटरों की पूर्ति की जाएगी। उदाहरण के लिए, निवल मूल्य अपेक्षा 100 करोड़ रुपये होने और बोलीकर्ता में कुल 30% की शेयरधारिता के स्वामित्व वाली सहायक कंपनी की शक्ति का प्रयोग किए जाने की स्थिति में, कथित सहायक कंपनी को निवल मूल्य के 30 करोड़ रुपये तक की पूर्ति करने में सक्षम होना चाहिए।

ख. अर्हता मानदंडों को पूरा करने के लिए प्रयोग की गई सहायक कंपनी की शक्ति के मामले में, संबंधित सहायक कंपनी के शेयरधारिता पैटर्न को परियोजना के सीओडी तक अवरुद्ध कर दिया जाएगा।

ii. लिक्विडिटी: आवश्यक है कि बोलीकर्ता के पास परियोजना की निधि आवश्यकताओं के प्रबंध के लिए पर्याप्त नकद प्रवाह/आंतरिक जमा/बैंक संदर्भ हों।क्रेता वार्षिक कारोबार,·पीबीडीआईटी, आंतरिक संसाधन सृजन, बैंक संदर्भों/ऋण व्यवस्था आदि जैसे उपयुक्त मानदंड भी निर्धारित कर सकता है।

ड. बोली प्रस्तुत करना और मूल्यांकन

1. कंसोर्टियम के गठन की अनुमति होगी, ऐसे मामले में कंसोर्टियम एक अग्रणी सदस्य को चिन्हित करेगा जो बोली प्रक्रिया के दौरान सभी लिखापढ़ी के लिए संपर्क बिंदु होगा।
2. बोलीकर्ता एजेंसी निविदा दस्तावेजों में,बोलीकर्ताओं के लिए उपयुक्त तकनीकी और वित्तीय अर्हता मानदंड निर्दिष्ट करेगी।
3. क्रेता बोलियों के मूल्यांकन के लिएकम से कम तीन सदस्यों की एक समिति (मूल्यांकन समिति) गठित करेगा जिसमें से कम से कम एक सदस्य वित्तीय मामलों/बोली मूल्यांकन का विशेषज्ञ होगा।
4. बोलीकर्ता को आरएफएस में यथानिर्दिष्ट अप्रतिदेयप्रक्रिया शुल्क और/अथवा सफलता शुल्क जमा करना होगा।
5. बोलीकर्ताओं को तकनीकी और मूल्य बोलियां अलग-अलग जमा करनी होंगी। बोलीकर्ताओं को बोलियों के साथ ईएमडी के रूप में आवश्यक बोली-गारंटी भी प्रस्तुत करनी होगी।
6. तकनीकी बोलियों का मूल्यांकन यह सुनिश्चित करने के लिए किया जाएगा कि प्रस्तुत की गई बोलियां आरएफएस दस्तावेज में सभी मूल्यांकन पैरामीटरों पर निर्धारित अर्हता मानदंडों को पूरा करती हैं। केवल आरएफएस में निर्धारित मूल्यांकन मानदंडों को पूरा करने वाली बोलियों पर ही मूल्य बोलियों के संबंध में आगे मूल्यांकन हेतु विचार किया जाएगा।
7. प्रतिस्पर्धा सुनिश्चित करने के लिए, अर्हताप्राप्तबोलीकर्ताओं की न्यूनतम संख्या दो होनी चाहिए। यदि बोली लगाने के तीन प्रयासों के बाद भीअर्हताप्राप्त बोलीकर्ताओं की संख्या 2 से कम होती है, और क्रेता अभी भी बोली प्रक्रिया में बने रहना चाहता है, तो उपयुक्त आयोग की सहमति से ऐसा किया जा सकता है।
8. यदि बोलीकर्ता द्वारा प्रस्तुत की गई बोली में निविदा शर्तों से कोई विचलन होता है, तो मूल्य बोली को रद्द कर दिया जाएगा।
9. **बोलियों के मूल्यांकन के लिए क्रेता द्वारा अपनाई जाने वाली बोली मूल्यांकन विधि:** बोली पैरामीटर के बढ़ते क्रम में बोलियों की रैंकिंग के माध्यम से उपर्युक्त खंड ख2 पर दिए गए पैरामीटरों के अनुसार बोलियों का मूल्यांकन किया जाएगा।बोलीकर्ता एजेंसी परियोजनाओं के अवार्ड के लिए इलेक्ट्रॉनिक रिवर्स नीलामी करेगा।

10. आरएफएस में बोली के मूल्यांकन और सफल बोलीकर्ता (बोलीकर्ताओं) के चयन की विस्तृत प्रक्रिया उपलब्ध कराई जाएगी।

च. बोली प्रक्रिया के लिए सांकेतिक समय सारिणी

बोली प्रक्रिया क्रेता द्वारा आरएफएस को जारी किए जाने की तिथि के 3 माह के भीतर पूरी हो जानी चाहिए। स्पष्ट किया जाता है कि यदि क्रेता घटना के पहले पूरा करने हेतु अपेक्षित गतिविधियों को प्राप्त करने में देरी के कारण, अथवा किसी अन्य कारण से बोली प्रक्रिया में किसी घटना के लिए, समय विस्तार देता है तो ऐसा समय विस्तार किसी भी प्रकार से इन दिशानिर्देशों से विचलन नहीं माना जाएगा।

छ. अनुबंध अवार्ड और समापन

1. बोली प्रक्रिया समाप्त होने के बाद, बोलियों के मूल्यांकन के लिए गठित मूल्यांकन समिति बोलियों का समीक्षात्मक रूप से मूल्यांकन करेगी और यथोचित प्रमाणित करेगी कि बोली प्रक्रिया और मूल्यांकन इन दिशानिर्देशों के प्रावधानों के अनुरूप संचालित किया गया है।

2. बीईएसपीए पर सफल बोलीकर्ता/परियोजना कंपनी अथवा सफल बोलीकर्ता द्वारा गठित किसी एसपीवी के साथ हस्ताक्षर किए जाएंगे।

3. बीईएसपीए बीईएसएसडी और क्रेता के बीच निष्पादित किया जाएगा। मध्यवर्तीक्रेता की संबद्धता की स्थिति में, बीईएसपीए बीईएसएसडी और मध्यवर्तीक्रेता के बीच निष्पादित किया जाएगा और बीईएसएसए मध्यवर्तीक्रेता और अंतिम क्रेता के बीच निष्पादित किया जाएगा। बीईएसएसए पर हस्ताक्षर किए जाने के बाद वरीयतःतुरंत बीईएसपीए पर हस्ताक्षर किए जाने चाहिए।

4. मध्यवर्तीक्रेता विकासकर्ता (विकासकर्ताओं) के साथ बैटरी भंडारण क्रय करार (बीईएसपीए)/विद्युत क्रय करार करेगा और वितरण लाइसेंसधारक (लाइसेंसधारकों)/उपभोक्ता (उपभोक्ताओं) के साथ बैटरी भंडारण बिक्री करार (बीईएसएसए)/विद्युत विक्रय करार करेगा। बीईएसएसए में बीईएसपीए के संबद्ध प्रावधानबैक-टू-बैक आधार पर निहित होंगे। मध्यवर्तीक्रेता ऐसी ऊर्जा/क्षमता के क्रय और विक्रय के लिए क्रेता कंपनी/क्रेता सेसात पैसे/किलोवाट घंटा अथवा क्षमता प्रभारों (यथा लागू) के0.5% केव्यापार मार्जिन को प्रभारित करने का हकदार होगा।

5. मध्यवर्तीक्रेता बीईएसएस के प्रापण के लिए जब तक इन दिशानिर्देशों का पालन करता है, तब तक ऐसा माना जाएगा कि ऐसी विद्युत केप्रापण के लिए अंतिम क्रेताने इन दिशानिर्देशों का पालन किया है। कुछ राज्यों में वितरण लाइसेंसधारियों के लिए विद्युतप्रापण को होल्डिंग कंपनी अथवा किसी अन्य सरकारी एजेंसी के माध्यम से केंद्रीकृत किया गया है। ऐसी कंपनियों/एजेंसियों को इन दिशानिर्देशों के उद्देश्यों के लिए मध्यवर्ती क्रेता नहीं अपितुक्रेता माना जाएगा।

6. बीईएसपीए पर हस्ताक्षर करने में,एलओए जारी करने की तिथि अथवा बोलीकर्ता एजेंसी और सफल बोलीकर्ताओं के बीच पारस्परिक सहमति के अनुसार किसी अन्य विस्तारित तिथि से 6 माह से अधिक की देरी के मामले में, अवार्ड की गई क्षमता रद्द कर दी जाएगी। कुछ मामलों में उपर्युक्त अंतिम समय-सीमा के बाद, यदि बीईएसपीए पर हस्ताक्षर होने के लिए अर्ह संचयी क्षमता निविदा के अंतर्गत अवार्ड की गई संचयी क्षमता से कम रहती है, तो आगे की कार्रवाई का निर्णय बोलीकर्ता एजेंसी द्वारा लिया जाएगा, जिसे निविदा दस्तावेज में स्पष्ट रूप से निर्दिष्ट किया जाएगा।

7. पारदर्शिता के उद्देश्य से, बीईएसपीए के निष्पादन के बाद,क्रेता सफल बोलीकर्ता (बोलीकर्ताओं) के नाम उनके द्वारा उद्धृत टैरिफ/प्रभारों का उनके घटकों के विवरण, यदि कोई हों, सहित सार्वजनिक रूप से प्रकट करेगा। यह सार्वजनिक प्रकटन क्रेता की वेबसाइट पर कम से कम 30 (तीस) दिन के लिए अपेक्षित ब्यौरों को पोस्ट करते हुए किया जाएगा।

8. अधिनियम के प्रावधानों के अधीन, वितरण लाइसेंसधारी अथवामध्यवर्तीक्रेता, जैसा भी मामला हो, को सफला बोलीकर्ता (बोलीकर्ताओं) को अवार्ड पत्र जारी किए जाने के 30 दिन के भीतर गणना किए गए टैरिफ (क्षमता प्रभारों सहित, यदि लागू हो) और क्रय की जाने वाली क्षमता/विद्युत की मात्रा के अधिग्रहण के लिए

उपयुक्त आयोग से संपर्क करना चाहिए। ऐसे मामलों में जहां टैरिफ (क्षमता प्रभारों सहित, यदि लागू हो) को अपनाने की प्रक्रिया में इसके साथ हस्ताक्षरित बीईएसपीए को प्रस्तुत किया जाना अपेक्षित हो, तो उपर्युक्त समय-सीमा को पर्याप्त रूप से आगे बढ़ाया जा सकता है।

9. कुछ मामलों में, मध्यवर्तीक्रेता/क्रेता दो-भाग वाले टैरिफ के घटक के रूप में निश्चित मूल्य भी निर्धारित कर सकता है। ऐसे मामलों में, टैरिफ केउपर्युक्त निश्चित भागके लिए उपयुक्त आयोग द्वारा किसी टैरिफ अभिग्रहण की आवश्यकता नहीं है, और इन दिशानिर्देशों के अंतर्गत लागू माना जाएगा।

10. अंतिम क्रेता/मध्यवर्ती क्रेता द्वारा टैरिफ के अभिग्रहण के लिए उपयुक्त आयोग से संपर्क करने के बाद, यदि उपयुक्त आयोग बीईएसपीए की प्रभावी तिथि से 120 दिन के भीतर इस पर निर्णय नहीं लेता है तो क्रेताउपयुक्त आयोग द्वारा अभिग्रहण में देरी के अनुरूप (बीईएसपीए की प्रभावी तिथि के 120 दिन बाद),उपयुक्त आयोग द्वारा अभिग्रहण की तिथि तक वित्तीय परिसमापन की अंतिम समय-सीमा और बीईएसएसडी की निर्धारित चालू होने की तिथि में उपयुक्त समय विस्तार प्रदान करेगा।

ज. बैंक गारंटियां/भुगतान आदेश दस्तावेज/वचन पत्र

1. बीईएसएसडी आरएफएस और बीईएसपीए की शर्तों के अनुसार, क्रेता को निम्नलिखित दस्तावेज उपलब्ध कराएगा:

   क. बयाना राशि (ईएमडी), क्रेता द्वारा निर्धारित की जानी है, किन्तु उस वित्तीय वर्ष के लिए जिसमें बोलियां आमंत्रित की गई हैं, परियोजना की अनुमानित पूंजीगत लागत के 2% (दो प्रतिशत) से अधिक नहीं हो, इसे आरएफएस के उत्तर के साथ प्रस्तुत किया जाना है। बोलीकर्ता एजेंसी/क्रेता के पास विकल्प होगा कि वह उपयुक्त सरकार द्वारा अधिसूचित अधिसूचनाओं/सरकारी संकल्पोंपर उचित विचार करते हुए, निम्नलिखित रूप में, ईएमडी को स्वीकार करने के तरीके/रूप निर्दिष्ट करे:

      i. बैंक गारंटी;

      अथवा

      ii. इस उद्देश्य के लिए भारत सरकार अथवा राज्य सरकारों द्वारा समय-समय पर यथाअधिसूचित किसी एजेंसी से, बीईएसपीए की शर्तों के अनुसार बीईएसएसडी के चूक की स्थिति उत्पन्न होने परबोलीकर्ताओं द्वारा "भुगतान आदेश दस्तावेज"/भुगतान हेतु वचन-पत्र प्रस्तुत करना होगा।बीईएसएसडी के निर्धारित समयावधि के भीतर बीईएसपीए निष्पादित करने में विफल रहने की स्थिति में इन दिशानिर्देशों में यथापरिभाषित ईएमडी की जब्ती अथवा ब्लैकलिस्टिंग अथवा विवर्जन आदि कर दिया जाएगा।

      "भुगतान आदेश दस्तावेज" से यदि निविदा दस्तावेजों और/अथवा बैटरी भंडारण क्रय करार (बीईएसपीए) के अनुसार बैटरी भंडारण प्रणालीविकासकर्ता (बीईएसएसडी) की चूक की स्थिति उत्पन्न होती है तो भुगतान के लिए, इस उद्देश्य के लिए भारत सरकार अथवा राज्य सरकारों द्वारासमय-समय पर यथाअधिसूचित किसी एजेंसी से वचन पत्र अभिप्रेत है। इस पत्र का वही प्रभाव होगा जो किसी सार्वजनिक क्षेत्र के बैंक द्वारा जारी बैंक गारंटी का होता है। ऐसे "भुगतान आदेश दस्तावेज" के निबंधन एवं शर्तें वही होंगी जो किसी सार्वजनिक क्षेत्र के बैंक की किसी बैंक गारंटी में दी जाती हैं और इसमें क्रेता को निर्धारित समय के भीतर मांग करने पर भुगतान करने का वचन दिया जाएगा। बीईएसएसडी उपर्युक्त वर्णित तीन गैर-बैंकिंग वित्तीय संस्थाओं को उचित प्रतिभूति देकर ऐसे पत्रों की मांग कर सकता है। क्रेता उपर्युक्त अधिसूचित संस्थानों को छोड़कर किसी अन्य गैर-बैंकिंग वित्तीय संस्था अथवा बैंक से उपर्युक्त वर्णित अनुसार अथवा किसी अन्य रूप में "वचन पत्र" के दस्तावेज स्वीकार नहीं करेगा।

   ख. निष्पादन बैंक गारंटी (पीबीजी),क्रेता द्वारा निर्धारित की जानी है, किन्तु जिस वित्तीय वर्ष में बोलियां आमंत्रित की गई हैं, उसके लिए परियोजना लागत के 5% (पांच प्रतिशत) से अधिक नहीं हो, इसे बीईएसपीए पर हस्ताक्षर होने के समय प्रस्तुत किया जाना है। बोलीकर्ता एजेंसी/क्रेता के पास विकल्प होगा कि वह उपयुक्त सरकार द्वारा अधिसूचित अधिसूचनाओं/सरकारी संकल्पोंपर उचित विचार करते हुए, निम्नलिखित रूप में, ईएमडी को स्वीकार करने के तरीके/रूप निर्दिष्ट करे:

i. बैंक गारंटी;

अथवा

ii. इस उद्देश्य के लिए भारत सरकार अथवा राज्य सरकारों द्वारा समय-समय पर यथाअधिसूचित किसी एजेंसी से, बैटरी ऊर्जा भंडारण क्रय करार (बीईएसपीए) की शर्तों के अनुसार बीईएसएसडी के चूक की स्थिति उत्पन्न होने परबोलीकर्ताओं द्वारा "भुगतान आदेश दस्तावेज"/भुगतान हेतु वचन-पत्र प्रस्तुत करना होगा।

2. अन्य उपचारों के अतिरिक्त, बीईएसपीए के अनुसार बीईएसएसडी की किसी क्षति/बकायों की वसूली के लिए पीबीजी (इन दिशानिर्देशों के अनुसार उपलब्ध कराए गए इसके किसी अन्य विकल्प) को नकदीकृत किया जा सकता है। स्पष्ट किया जाता है किबीईएसपीए के अंतर्गत बीईएसएसडी की चूक होने पर, मध्यवर्ती क्रेता द्वारा पीबीजी को नकदीकृत कर वसूल किए गए क्षतियों/बकायों को इन दिशानिर्देशों के खंड छ, धारा IV के अंतर्गत मध्यवर्ती क्रेता द्वारा अनुरक्षित भुगतान सुरक्षा निधि में जमा किया जाएगा। निर्णीत क्षतियों (यदि कोई हों) की कटौती के बाद पीबीजी (इन दिशानिर्देशों के अनुसार उपलब्ध कराए गए इसके किसी अन्य विकल्प) को परियोजना के चालू होने के 45 दिन के भीतर वापस लौटा दिया जाएगा। तथापि, क्रेता/मध्यवर्ती क्रेता ऐसी अवधि में वृद्धि का चयन कर सकता है, जो सीओडी से 15 माह से अधिक नहीं होगी और बोली दस्तावेजों में स्पष्ट रूप मे निर्दिष्ट किया जाएगा। आंशिक रूप से चालू होने की स्थिति में, चालू हुई आंशिक क्षमता के अनुरूप पीबीजी/भुगतान आदेश दस्तावेज को भी, बोली दस्तावेजों में यथानिर्दिष्ट समयावधि के भीतर, निर्णीत क्षतियों (यदि कोई हों) की कटौती के बाद जारी कर दिया जाएगा। पीबीजी/भुगतान आदेश दस्तावेज के नकदीकरण के विकल्प के रूप में, क्रेता/मध्यवर्ती क्रेता बीईएसएसडी को संबंधित पीबीजी/भुगतान आदेश दस्तावेज को किसी नकदीकरण के बिना जारी करने के लिए बीईएसएसडी को क्रेता/मध्यवर्ती क्रेता को डीडी/इलेक्ट्रॉनिक भुगतान के माध्यम सेअपेक्षित राशि के भुगतान का विकल्प भी दे सकता है।

3. यदि बीईएसपीए के अनुसार उत्पन्न बीईएसएसडी की चूक की स्थिति में भुगतान के लिए बीईएसएसडी किसी परियोजना की 'निष्पादन बैंक गारंटी (पीबीजी)' के रूप में बीईएसएसडी द्वारा प्रस्तुत की गई बैंक गारंटियों कोखंड ज.1.ख.ii के अनुसार "भुगतान आदेश दस्तावेज"/वचन पत्रों से बदल सकता है तो क्रेता द्वारा इसे जारी किया जा सकता है। बीईएसएसडी क्रेता के साथ पहले से रखी गई अपनी बैंक गारंटी के प्रतिस्थापन के लिए अधिसूचित एजेंसियों को उचित सुरक्षा प्रदान करते हुए ऐसे पत्रों की मांग कर सकता है।

I. तकनीकी विनिर्देशन:

प्रौद्योगिकी जोखिम को कम करने और परियोजनाओं को चालू कर सकने के लिए क्रेता व्यावसायिक रूप से स्थापित और प्रचालनात्मक प्रौद्योगिकियों को बढ़ावा देंगे।इन दिशानिर्देशों के अंतर्गतशामिल और चयन की जाने वाली आरई परियोजनाओं के प्रकार के लिए विस्तृत तकनीकी मानदंड, समय-समय पर विद्युत मंत्रालय द्वारा निर्दिष्ट किए जाएंगे। तकनीकी विनिर्देशनों सांकेतिक सूची इन दिशानिर्देशों के परिशिष्ट-2 में दी गई है।

खंड IV: परियोजना का कार्यान्वयन

क. बैटरी भंडारण क्रय करार (बीईएसपीए)

बीईएसपीएके मसौदे को सफल बोलीदाता के साथ शामिल करने का प्रस्ताव है और बीईएसएसएके मसौदे को (यदि लागू हो) आरएफएसके साथ जारी किया जाएगा। इस बीईएसपीए के हिस्से के रूप में शामिल किए जाने वाले मानक प्रावधानों में अन्य बातों के साथ-साथ निम्नलिखित शामिल होंगे, जो, जब तक कि यहां अन्यथा निर्दिष्ट नहीं किया जाता है, बीईएसएसएमें बैक-टू-बैक आधार पर प्रदान किया जाएगा।

1.बीईएसपीए की अवधि

प्रतिस्थापन के बिना उपयोग किए जा रहे बैटरी प्रणालियों के वर्तमान में प्रचलित जीवन चक्र को देखते हुए, बीईएसपीए अवधि की न्यूनतम समय सीमा निर्धारित कमीशनिंग तिथि (एससीडी) से 8 (आठ) वर्ष या परियोजना के पूर्ण चालू होने की तिथि, जो भी बाद में हो, होनी चाहिए। यदि भूमि और बुनियादी ढांचे के स्वामित्व वाली एजेंसियों, संबंधित ट्रांसमिशन यूटिलिटीज और सिस्टम ऑपरेटरों के साथ व्यवस्थाएं प्रदान करती हैं तो बीईएसएसडी

बीईएसपीए अवधि की समाप्ति के बाद संयंत्रों को संचालित करने के लिए स्वतंत्र है। एतद्वारा यह स्पष्ट किया जाता है कि ऐसे मामलों में जहां खरीददार द्वारा परियोजना स्थल को या तो आरई पार्क में स्थित होने के लिए निर्दिष्ट किया गया है या अन्यथा, दिशानिर्देशों के अनुभाग III के खंड क.1.1.4 और क.1.1.5 के अनुसार जमीन की व्यवस्था करने के लिए खरीदारों की जिम्मेदारी बीईएसपीए अवधि के लिए सीमित होगी।

2. परियोजना के निष्पादन मानदंड

विद्युत की खरीद या तो क्षमता (किलोवाट/मेगावाट) और/या ऊर्जा (केवीएच/एमवीएच) शर्तों में हो सकती है।

क) बोली दस्तावेज उपलब्धता, चार्जिंग/डिस्चार्जिंग दर, दक्षता, रैंप दर इत्यादि जैसे निष्पादन मानदण्डों को निर्दिष्ट कर सकते हैं। उपलब्धता के मामले में निविदा में निष्पादन पैरामीटर होने के नाते, अंतिम खरीददार की आवश्यकताओं को पूरा करने के लिए, बीईएसएस द्वारा बनाए रखा जाने वाला न्यूनतम उपलब्धता आरएफएस में निर्दिष्ट किया जाना चाहिए। इसके अलावा, निविदा के तहत परिकल्पित बीईएसएस के विशिष्ट उपयोग के आधार पर, बीईएसएसडी को न्यूनतम मासिक और / या वार्षिक उपलब्धता आवश्यकताओं को पूरा करने, या डे-अहेड आधार पर उपलब्धता की घोषणा करने की आवश्यकता हो सकती है। पूरा किए जाने वाले न्यूनतम उपलब्धता मानदंड भी दिन में निर्दिष्ट घंटों/दिन में व्यस्ततम घंटों तक सीमित हो सकते हैं, जिस पर ऐसे मानदंडों को पूरा करने में कमी की गणना की जाएगी। भंडारण के घंटे और निष्पादन मानदंड खरीददार द्वारा तय किए जा सकते हैं।

ख) क्षमता की खरीद (मेगावाट) और ऊर्जा के लिए शेड्यूलिंग

यदि विभिन्न समय ब्लॉकों में ऊर्जा के शेड्यूलिंग के लिए खरीद की जाती है तो खरीददार "बीईएसएसडी द्वारा प्रदान की जाने वाली न्यूनतम उपलब्धता और खरीददार द्वारा प्रदान की जाने वाली न्यूनतम कुल खरीद ऊर्जा अनुसूची" में स्पष्ट शर्तों के साथ क्षमता का उल्लेख करेगा । ऐसी परियोजनाओं में न्यूनतम कुल खरीद और उपलब्धता अनुबंधित क्षमता के "xx%" से कम नहीं होनी चाहिए।

- उपलब्धता आधारित क्षमता प्रभार: खरीददार द्वारा ऊर्जा के शेड्यूलिंग के बावजूद, खरीददार बीईएसएसडी द्वारा उपलब्ध कराई गई क्षमता के लिए क्षमता प्रभार का भुगतान करेगा।
- यदि बीईएसएस से खरीददार द्वारा शुल्क लिया जाता है, तो बीईएसएसडी पूर्व-निर्दिष्ट रूपांतरण हानियों के लिए लेखांकन के बाद ऊर्जा वापस वितरित करेगा।
- यदि बीईएसएसडी द्वारा ऊर्जा भी प्रदान की जाती है, तो आपूर्ति की गई ऊर्जा के लिए भी खरीददार को पूर्व-उद्धृत ऊर्जा प्रभार का भुगतान करना होगा। हालांकि, खरीददार विद्युत की न्यूनतम मासिक और वर्ष में कुल खरीद की गारंटी का आश्वासन देगा।
- निर्धारित प्रभार: बीईएसएसडी द्वारा प्रस्तावित और खरीददार द्वारा शैड्यूल की गई उपलब्धता के बीच ऊर्जा के अंतर के लिए, खरीददार को पूर्व-निर्धारित निश्चित प्रभार का भुगतान करना होगा जिसे टैरिफ के xx% के रूप में परिभाषित किया जा सकता है। उपरोक्त प्रावधानों में "xx%" बोली दस्तावेजों के अनुसार निर्धारित किया जाएगा।

ग) **निष्पादन मानदंडों को पूरा करने में कमी के कारण परिसमापन नुकसान**: निष्पादन मानदंडों के मुकाबले कमियों के लिए परिसमापन हर्जाना देय होगा, राशि निम्नानुसार होगी:

(i) प्रतिबद्ध क्षमता उपलब्धता से नीचे कमी के लिए यथानुपात आधार परक्षमता शुल्क या आरएफएस में पूर्वनिर्धारित किसी भी संख्या की दर पर।

(ii) आरएफएस में पूर्वनिर्धारित टैरिफ या किसी भी संख्या पर प्रतिबद्ध ऊर्जा की आपूर्ति में कमी के लिए यथानुपात आधार पर।

(iii) बीईएसएसडी गारंटीकृत पैरामीटर से अधिक ऊर्जा हानि के लिए भुगतान करेगा (जैसा कि आरएफएस दस्तावेज़ में निर्धारित है) @ आरएफएस में पूर्वनिर्धारित किसी भी संख्या या खरीददार द्वारा प्रदान की गई इनपुट ऊर्जा का टैरिफ।

(iv) किसी भी निष्पादन विचलन के लिए, सहायक सेवाओं के मापदंडों से संबंधित, आरएफएस में खरीददार द्वारा परिभाषित पूर्वनिर्धारित परिसमापन नुकसान वसूला जाएगा।

(v) आरएफएस दस्तावेज़ में यथापरिभाषित कोई अन्य परिसमापन नुकसान

घ) बोली दस्तावेजों या बीईएसपीए या बीईएसएसए में विनिर्दिष्टित परिसमापन नुकसान की राशि वास्तविक और नुकसान का उचित पूर्व-अनुमान है जो कि खरीददार/मध्यस्थ खरीददार (रों) को हो सकता है।

3.पुनःपूर्ति

बीईएसएसडीज निष्पादन मानदंडों को पूरा करने के लिए अपनी लागत और खर्च पर बीईएसपीए अवधि के दौरान समय-समय पर बैटरी क्षमता को फिर से भरने के लिए स्वतंत्र होंगे। तथापि, खरीददार केवल बीईएसपीए में निर्दिष्ट निष्पादन सीमा के भीतर और मौजूदा समझौतों के अनुसार लागू शुल्क पर बिजली खरीदने के लिए बाध्य होगा। अतिरिक्त आपूर्ति (यदि कोई हो) के प्रबंध के प्रावधान अंतिम खरीददार/मध्यस्थ खरीददार द्वारा जारी किए जाने वाले बोली दस्तावेजों में निर्दिष्ट किए जाएंगे। नियमानुसार मुआवजा/भुगतान में परिवर्तन केवल अनुबंधित क्षमता तक ही सीमित होगा।

ख.वित्तीय समापन

1. बीईएसडीए को बीईएसपीए के संदर्भ में वित्तीय समापन निर्धारित समयावधि में करना होगा जो बैटरी ऊर्जा भंडारण क्रय करार हस्ताक्षर होने की तारीख से 12 माह है। तथापि, यदि किसी कारण से, वित्तीय समापन करने की समयावधि इन दिशानिर्देशों में प्रदान की गई अवधि से कम करने की आवश्यकता होती है, तो खरीददार ऐसा कर सकता है।

2. उपरोक्त में विफल रहने पर, खरीददार/मध्यस्थ खरीददार पीबीजी/पीओआई का तब तक लाभ उठाएगा जब तक कि खरीददार द्वारा इन दिशानिर्देशों के भाग III के खंड 1.1.4 और 1.1.5 के अनुसार भूमि के आवंटन में देरी अथवा बीईएसएसडी की ओर से किसी कार्रवाई या निष्क्रियता के कारण सरकार द्वारा भूमि के आवंटन में देरी के कारण के बिना अथवा किसी अप्रत्याशित घटना के कारण देरी नहीं हुई हो।तथापि, खरीददार द्वारा बीईएसएसडी के व्यक्तिगत अनुरोध पर, वित्तीय समापन करने के लिए वित्तीय समापन में देरी के लिए प्रति दिन 1,000 रुपये प्रति मेगावाट के विस्तार शुल्क के भुगतान पर एक विस्तार पर विचार किया जा सकता है। इस विस्तार का निर्धारित कमीशनिंग तिथि (एससीडी) पर कोई प्रभाव नहीं पड़ेगा। इस प्रकार भुगतान की गई कोई भी विस्तार शुल्क, एससीडी के भीतर पूर्ण परियोजना क्षमता की सफल कमीशनिंग की उपलब्धि पर बिना किसी ब्याज के बीईएसएसडी को वापस कर दिया जाएगा। अन्य मामलों में, ऐसे दंड/विस्तार शुल्क को खरीददार/मध्यस्थ खरीददार द्वारा रखे जा रहे भुगतान सुरक्षा कोष में जमा किया जाएगा।

3. बीईएसपीए की प्रभावी तिथि के 120 दिनों के उपरांतउपयुक्त, आयोग द्वारा टैरिफ को अंगीकृत करने में किसी भी देरीके लिए वित्तीय समापन की समय सीमा में तदनुरूप विस्तार की आवश्यकता होगी।

ग. कमीशन किया जाना

1. **आंशिक कमीशनिंग**

क) खरीददार द्वारा परियोजना की आंशिक कमीशनिंग को इस शर्त के अधीन स्वीकार किया जाएगा कि पहले भाग की कमीशनिंग की स्वीकृति के लिए न्यूनतम क्षमता परियोजना क्षमता की 50% या 50 मेगावाट, जो भी कम हो, उस हिस्से पर बीईएसपीए का जो कमीशन नहीं किया गया है अर्थदंड लगाने के पूर्वाग्रह के बिना, शर्तों के अनुसार होगी। आईएसटीएस से जुड़ी परियोजनाओं के लिए, पहले भाग के लिए न्यूनतम आंशिक कमिशनिंग क्षमता 50 मेगावाट होगी। परियोजना की कमिशनिंग के लिए किस्तों की कुल संख्या 3 से अधिक नहीं होगी, अर्थात पहली प्रारंभिक किस्त और 2 बाद की किश्तें। तथापि, आंशिक कमीशनिंग के कारण निर्धारित कमीशनिंग तिथि (एससीडी) में कोई बदलाव नहीं किया जाएगा। आंशिक कमीशनिंग या पूर्ण कमीशनिंग की तारीखों पर ध्यान दिए बिना, बीईएसपीए एससीडी से न्यूनतम 8 वर्षों की अवधि या परियोजना क्षमता के पूर्ण कमीशन की तारीख, जो भी बाद में हो, के लिए लागू रहेगा।

ख) परियोजना की आंशिक कमिशनिंग के मामले में, बीईएसएसडी को ऐसे आंशिक कमिशनिंग की तारीख को या उससे पूर्व एक अवधि के लिए जो बीईएसपीए की पूर्ण अवधि से कम का न हो बीईएसएसडी के नाम पर कमीशन की जा रही आंशिक क्षमता के अनुरूप आवश्यक भूमि का कब्जा/उपयोग करने का अधिकार प्राप्त करने के लिए दस्तावेज/पट्टा समझौता प्रस्तुत करना होगा।

ग) आंशिक कमिशनिंग के मामले में, क्षमता खरीद करार के लिए, कमीशन की गई क्षमता के अनुपात में, आनुपातिक आधार पर बीईएसपीए के अनुसार भुगतानकिया जा सकता है। आंशिक कमीशन क्षमता की खरीद पूर्णत: खरीददार/मध्यस्थ खरीददार के विवेक पर आधारित होगी। यदि खरीददार/ मध्यस्थ खरीददार कमिशनिंग तक आंशिक क्षमता की खरीद पर विचार करने के लिए इच्छुक नहीं हैं, तो आंशिक कमीशन क्षमता को एससीडी तक खुले बाजार में बेचने की अनुमति दी जाएगी।

2. समय से पहले कमीशनिंग

बीईएसएसडी को पारेषण कनेक्टिविटी और/या खुली पहुंच, यदि लागू हो, की उपलब्धता के अध्यधीन, एससीडी से पहले भी परियोजना की पूर्ण कमीशनिंग के साथ-साथ आंशिक कमीशनिंग की अनुमति होगी। समय से पहले आंशिक कमिशनिंग के मामलों में, बीईएसएसडी, एससीडी तक, उत्पन्न विद्युत/बैटरी क्षमता को, खरीददार (खरीदारों) के अलावा किसी भी इकाई को बेचने के लिए स्वतंत्र होगा, बशर्ते कि इनकार करने का पहला अधिकार खरीदारों के पास निहित होगा। खरीददार(रों)/मध्यस्थ खरीददार अनुरोध प्राप्त होने के 15 (पंद्रह) दिनों के भीतर इनकार प्रस्तुत करेगा, जिसके उपरांत इसे इनकार मान लिया जाएगा। एससीडी से पहले पूर्ण परियोजना क्षमता की समय से पहले कमिशनिंग के मामले में, यदि खरीददार इस प्रकार की समय से पहले कमीशन की गई विद्युत खरीदने के लिए सहमत होता है, तो खरीददार/मध्यस्थ खरीददार यथालागू बीईएसपीए/बीईएसएसए टैरिफ पर उत्पादन की खरीद करेगा।

3. कमीशनिंग कार्यक्रम

क) बीईएसएसडी, बीईएसपीए के संदर्भ में निम्नलिखित समय-सीमाओं के अनुसार परियोजना को कमीशन करेगा:

i. 250 मेगावाट तक (और सहित) की परियोजना क्षमता के मामले में, निर्धारित कमीशनिंग तारीख (एससीडी), अर्थात् बिना किसी परिनिर्धारित नुकसान के परियोजनाओं को कमीशन करने कीअधिकतम समय सीमा, बीईएसपीए की प्रभावी तारीख के 18 महीने बाद की तारीख होगी।

ii. 250 मेगावाट से अधिक की परियोजना क्षमता के मामले में, एससीडी बीईएसपीए की प्रभावी तारीख के 24 महीने बाद की तारीख होगी।

तथापि, यदि किसी कारणवश, इन दिशानिर्देशों में उल्लिखित निर्धारित कमीशन अवधि को कम करने की आवश्यकता है, तो खरीददारआईएसटीएस/इंट्रा-एसटीएस पारेषण प्रणाली में निकासी मार्जिन के संबंध में सीटीयू/एसटीयू से पुष्टि के अध्यधीन, ऐसा कर सकता है।

ख) अप्रत्याशित घटना के संबंध में इन दिशानिर्देशों के प्रावधानों के अध्यधीन, निर्धारित कमीशनिंग तारीख से आगे कमीशनिंग में देरीहोने पर बीईएसएसडी पर निम्नवत् परिसमापन हर्जाना लगाया जाएगा:

i. एससीडी के उपरांत कमिशनिंग में 9महीने तक देरी के लिए, बीईएसएसडी को कमीशन नहीं की गई संविदा क्षमता के अनुपात में पीबीजी/पीओआई के नकदीकरण के रूप में प्रति दिन के आधार पर परिसमापन हर्जाना लगाया जाएगा। इस प्रकार के परिसमापन नुकसान का भुगतान निम्नवत् किया जा सकता है:

- खरीददार/मध्यस्थ खरीददार को हर्जाने का सीधा भुगतान करके
- बीजी/पीओआई के नकदीकरण द्वारा

बीईएसएसडीके पास इन दो विकल्पों में से किसी एक को चुनने का विकल्प होगा और इस विकल्प को चुनने की समयावधि बीईएसएसए /बीईएसपीए में विनिर्दिष्ट की जाएगी।

ii. एससीडी के उपरांत कमीशनिंग में9महीने से अधिक की देरी के लिए, संविदा क्षमता को एससीडी के 9महीने तक शुरू की गई परियोजना क्षमता तक कम कर दिया जाएगा, संपूर्ण कार्य निष्पादन गारंटी को खरीददार/मध्यस्थ खरीददार द्वारा भुनाया जाएगा और शेष गैर-कमीशन क्षमता के लिए परियोजना की बीईएसपीए को समाप्त कर दिया जाएगा।

iii. तथापि, यदि किसी कारण से, इन दिशानिर्देशों में प्रदान समापन हर्जाने की उपरोक्त अवधि को कम करने की आवश्यकता है, तो खरीददार ऐसा कर सकता है।

ग) उपयुक्त आयोग द्वारा टैरिफ (क्षमता प्रभारों सहित, यदि कोई हो) को अपनाने में बीईएसपीए की प्रभावी तिथि के उपरांत 120 दिनों से अधिक कोई भी देरीहोने पर एससीडी में तदनुरूप विस्तार करना आवश्यक होगा।

घ) भूमि की व्यवस्था: यह ध्यान देना होगा कि परियोजना की कमीशनिंग/आंशिक-कमीशनिंग तब तक घोषित नहीं की जाएगी जब तक कि बीईएमएसडी पूर्ण/आंशिक क्षमता को चालू करने के लिए इस प्रकार के पूर्ण/आंशिक कमीशन की तारीख को या उससे पहले, बीईएसपीए की पूर्ण अवधि से कम अवधि के लिए बीईएसएसडी के नाम आवश्यक भूमि के कब्जे/उपयोग के अधिकार को स्थापित करने के लिए दस्तावेज/पट्टा समझौता प्रस्तुत नहीं करता है।

4. **कनेक्टिविटी/ग्रिड पहुंच प्रचालन में देरी के कारण कमीशनिंग में देरी :**

कुछ परियोजनाओं में, परियोजना के चालू होने से पहले बीईएसएसडीद्वारा कनेक्टिविटी और ग्रिड पहुंच प्रस्तुत करना आवश्यक होगा। कनेक्टिविटी प्रदान करने के उपरांत, यदि सीटीयू/एसटीयू द्वारा ग्रिड पहुंच देने में/परिचालन में देरी होती है और/या जिसमें परियोजना के एससीडी तक आईएसटीएस/आईएनएसटीएस नेटवर्क की विद्युत निकासी और पारेषण अवसंरचना सहित डिलीवरी प्वाइंट/इंजेक्शन प्वाइंट पर आईएसटीएस/आईएनएसटीएस उप केंद्र की तैयारी में देरी होती है, और यह पाया गया है कि:

i. बीईएसएसडीने कनेक्टिविटी प्रक्रिया के अनुसार पूरी आवेदन औपचारिकताओं का अनुपालन किया है।

ii. बीईएसएसडी ने इस संबंध में सीईआरसी/एसईआरसी/जेईआरसी/सीटीयू/एसटीयू द्वारा अधिसूचित लागू प्रक्रिया का पालन किया है, और

iii. सीटीयू/एसटीयू द्वारा कनेक्टिविटी/ग्रिड पहुंच देने में देरी और/या आईएसटीएस/इनएसटीएस नेटवर्क की विद्युत निकासी और पारेषण इंफ्रास्ट्रक्चर की तैयारी सहित डिलीवरी प्वाइंट पर आईएसटीएस/आईएनएसटीएस उप केंद्र की तैयारी में देरी, एसटीयू/सीटीयू/पारेषण लाइसेंसधारी के कारण हुई है, और यह बीईएसएसडी के नियंत्रण से बाहर है;

तो उपरोक्त को बीईएसएसडी के नियंत्रण से बाहर की देरी के रूप में माना जाएगा, और ऐसी परियोजनाओं के लिए एससीडी को डिलीवरी प्वाइंट की तैयारी और विद्युत निकासी बुनियादी ढांचे और/या ग्रिड पहुंच के संचालन के उपरांत 30 दिनों की तारीख के रूप में संशोधित किया जाएगा। उपरोक्त के कारण अपेक्षित विस्तार पर निर्णय खरीददार/मध्यस्थ खरीददार द्वारा लिया जाएगा।

घ. वाणिज्यिक संचालन तारीख (सीओडी)

आंशिक कमीशनिंग के मामले में, वाणिज्यिक संचालन तारीख (सीओडी) केवल परियोजना क्षमता के उस भाग के लिए घोषित की जाएगी। परियोजना की वाणिज्यिक संचालन तारीख (सीओडी) [परियोजना सीओडी] को परियोजना की पूर्ण क्षमता या परियोजना की अंतिम भाग क्षमता, जैसा भी मामला हो, के कमिशनिंग की वास्तविक तारीख का अगला दिन माना जाएगा, जैसा कि बीईएसपीए में प्रदान की गई कमीशनिंग प्रक्रिया के अनुरूप घोषित किया गया है। इसी प्रकार, प्रत्येक भाग की कमिशनिंग के लिए, संबंधित आंशिक क्षमता के चालू होने की वास्तविक तिथि का अगला दिन सीओडी होगा।

बीईएसएसडी परियोजना की कमिशनिंग से पहले केंद्रीय विद्युत प्राधिकरण/सीईआईजी से आवश्यक सुरक्षा मंजूरी प्राप्त करेगा।

कमीशनिंग बोली दस्तावेजों में विनिर्दिष्टित प्रावधानों के अनुसार मौजूदा सीईआरसी विनियम की कमीशनिंग प्रक्रिया के अनुसार होगी।

ङ. पारेषण संयोजन

1. परियोजना को लागू सीईआरसी/एसईआरसी विनियमों के अनुरूप, खरीददार/एसटीयू/सीटीयू द्वारा यथानिर्दिष्टित उपयुक्त वोल्टेज स्तर पर आईएनएसटीएस / आईएसटीएस सब-स्टेशन के साथ सीधे या पूलिंग उप केंद्र के माध्यम से इंटर-कनेक्शन के लिए डिज़ाइन किया जाएगा, जहां अन्य परियोजनाएं भी आईएनएसटीएस / आईएसटीएस सब-स्टेशन से पहले एक पारेषण नेटवर्क के माध्यम से लागू विनियमों के अनुसार, उचित समय पर इंटर-कनेक्ट होती हैं। सुसंगत पारेषण अवसंरचना के निर्माण के लिए जिम्मेदार इकाई को बोली दस्तावेजों में स्पष्ट रूप से विनिर्दिष्ट किया

जाएगा। कार्यान्वयन व्यवस्था और निकासी प्रणाली के डिजाइन के आधार पर, आईएनएसटीएस / आईएसटीएस सब-स्टेशन से पहले पारेषण लाइनों और सब-स्टेशनों की पूंजीगत लागत या तो सीधे बीईएसएसडी द्वारा भुगतान की जा सकती है, या आरई पार्क डेवलपर या अन्य कार्यान्वयन एजेंसी द्वारा भुगतान किया जा सकता है और बीईएसएसडीसे सीधे तौर पर दावा किया जा सकता है या आरोपित या विभाजित और एकमुश्त या वर्षों में भुगतान के रूप में वसूल किया जा सकता है।

2. ऐसे मामलों में, जहां खरीददार द्वारा परियोजना स्थल निर्दिष्ट नहीं किया गया है, एसटीयू/सीटीयू/पारेषण लाइसेंसधारी के स्वामित्व वाली पारेषण प्रणाली के लिए कनेक्टिविटी और ग्रिड पहुंच प्राप्त करने की जिम्मेदारी बीईएसएसडी की होगी और बीईएसएसडी की कीमत पर होगी। इस संबंध में, बोली लगाने वाली एजेंसी, सीटीयू/एसटीयू के परामर्श से, ऐसे सब-स्टेशनों की एक सूची प्रदान कर सकती है, जहां से बोलीदाता किसी निविदा में डिलीवरी बिंदु चुन सकते हैं।

3. ऐसे मामलों में, जहां खरीददार द्वारा निर्दिष्ट परियोजना स्थल आरई पार्क में नहीं है, खरीददार यह चयन कर सकता है कि पारेषण कनेक्टिविटी और ग्रिड पहुंच प्राप्त करने की लागत को वहन करने की जिम्मेदारी बीईएसएसडी उठाए।

4. ऐसे मामलों में जहां खरीददार कोई ऐसा आरई पार्क निर्दिष्ट करता है, जहां परियोजना को स्थापित किया जाना है, परियोजना की कमिशनिंग में देरी के संबंध में किसी भी क़ानून या विनियम के तहत सीटीयू / एसटीयू द्वारा लगाया गया हर्जाना, जुर्माना और शुल्क, जिस सीमा तक देरी के लिए बीईएसएसडी जिम्मेदार है, बीईएसएसडी द्वारा देय होंगे, और शेष खरीददार द्वारा देय होगा।

5. इस संबंध में मौजूदा विनियमों/निर्देशों के अनुसार, अंतर-राज्यीय पारेषण प्रणाली (आईएसटीएस) प्रभारों और हानियों में छूट का लाभ, यदि कोई हो, परियोजनाओं पर लागू होगा।

6. मीटरिंग प्वाइंट, वह बिंदु है जिस पर खरीददार को आपूर्ति की गई ऊर्जा को मापा जाएगा, आईएनएसटीएस / आईएसटीएस सब-स्टेशन का लो वोल्टेज बस बार होगा, जिस पर एसटीयू / सीटीयू या बोली दस्तावेज में निर्दिष्ट किसी अतिरिक्त बिंदु के पारेषण प्रणाली में विद्युत इंजेक्ट की जाती है। जब तक अन्यथा प्रावधान हो, विद्युत के अंतरसंयोजन के बिंदु तक जहां ऊर्जा लेखांकन के लिए मीटरिंग की जाती है, अपनी लागत पर बीईएसएसडी की जिम्मेदारी होगी।

7. आरई पार्क के मामले में, मीटरिंग प्वाइंट (बोली दस्तावेज में निर्दिष्ट) अंतिम निकासी आईएनएसटीएस / आईएसटीएस सब-स्टेशन है जिसके साथ सभी पूलिंग सब-स्टेशनों से आंतरिक पारेषण जुड़ा हुआ है। परियोजना और मीटरिंग प्वाइंट के बीच पारेषण / व्हीलिंग शुल्क और नुकसान आदि सहित किन्तु इन तक ही सीमित नहीं, सभी खर्चों का भुगतान खरीददार द्वारा बीईएसएसडी द्वारा बिना किसी प्रतिपूर्ति के किया जाएगा। मीटरिंग प्वाइंट से आगे पारेषण और वितरण के संबंध में 'पारेषण प्रभार और हानियां' (यदि कोई हो) और 'व्हीलिंग प्रभार और हानियां' सहित सभी खर्च, सिवाय आरएफएस में विशेष रूप से उल्लिखित खर्च खरीददार द्वारा वहन किए जाएंगे। आरई पार्क विकासकर्ता द्वारा परियोजनाओं/बीईएसएसडी या किसी अन्य संस्था, जो भी हो, को बिलिंग के लिए व्यवस्था की जाएगी, जो बदले में सीधे खरीददार से इसे वसूल कर सकता है।

8. सीईआरसी, ग्रिड और मीटरिंग के साथ इंटरकनेक्शन के लिए, खुली पहुंच और वाणिज्यिक लेखांकन और निपटान का लाभ उठाने के लिए, बीईएसएसडीज विनियमों/प्रक्रिया और आरई कनेक्टिविटी प्रक्रिया के प्रावधानों और सीईए द्वारा जारी किए गए ग्रिड कोड, तकनीकी मानकों सहित विभिन्न सीईए विनियमों/ मानकों, इस संबंध में उपयुक्त आयोग और सीईए द्वारा जारी ग्रिड कनेक्टिविटी विनियम, विद्युत पारेषण के लिए संचार प्रणाली संबंधी विनियम और अन्य विनियम (समय-समय पर यथासंशोधित) का पालन करेंगे।

9. बीईएसएसडी यथालागू पूर्वानुमान, निर्धारण और विचलन निपटान संबंधी सीईआरसी/ एसईआरसी/ जेईआरसी विनियमों का पालन करेगा और इस संबंध में लागू सभी देनदारियों के लिए जिम्मेदार होगा।

10. बीईएसएसडी के अनुरोध पर परियोजना के चालू होने से पहले, बीईएसएसडी को पारेषण कनेक्टिविटी, मौजूदा शर्तों के अध्यधीन परीक्षण को सुगम बनाने के लिए और ग्रिड में उत्पन्न अस्थायी विद्युत के प्रवाह की अनुमति देने के लिए सीटीयू / एसटीयू, जैसा भी मामला हो, द्वारा प्रदान की जा सकती है, और इस प्रकार के आवेदन को लागू विनियमों में निर्दिष्ट निर्धारित समय सीमा के भीतर किया जाना चाहिए।

11. पारेषण घटक के रूप में बीईएसएस परियोजनाओं के मामले में, परियोजना की आयोजना पारेषण नेटवर्क और संबंधित आरई परियोजनाओं के साथ मिलकर बनाई जाएगी। संबद्ध नेटवर्क से जुड़ी आरई परियोजनाओं में देरी होने पर, बीईएसएस प्रदाता को देय क्षमता शुल्क आरई परियोजना विकासकर्ता पर मध्यस्थ खरीददार द्वारा आनुपातिक आधार पर लगाई जाएगी।

च. ऑफटेक बाधाओं के लिए मुआवजा

खरीददार को बैकडाउन के कारण बीईएसएसडी द्वारा निर्धारित/प्रस्तावित विद्युत को ऑफटेक करने के लिए बाध्य किया जा सकता है और केवल ऐसे मामले में लागू मुआवजा निम्नवत् होगा:

1. खरीददार द्वारा कम ऑफटेक के कारण मुआवजा

क) क्षमता संविदा के मामले में बीईएसएसडी किसी भी मुआवजे के लिए पात्र नहीं होगा। तथापि ऐसे मामलों में भी बीईएसएसडी को करार के अनुसार क्षमता प्रभार/टैरिफ का भुगतान किया जाएगा।

छ. भुगतान सुरक्षा तंत्र

खरीददार नीचे यथा विनिर्दिष्टित अनुसार पर्याप्त भुगतान सुरक्षा उपाय प्रदान करेगा।

1. परिदृश्य 1: बीईएसएसडी से अंतिम खरीददार द्वारा सीधी खरीद

खरीददार निम्नलिखित के माध्यम से बीईएसएसडी को भुगतान सुरक्षा प्रदान करेगा:

क. विचाराधीन परियोजना से कम से कम 1 (एक) महीने की औसत बिलिंग की राशि **के चक्रीयनन साख पत्र (एलसी)**।

तथा

ख. **भुगतान सुरक्षा निधि**, जो ऐसी निधि से जुड़ी सभी परियोजनाओं के कम से कम 3 (तीन) महीने की बिलिंग के लिए भुगतान में सहायता करने के लिए उपयुक्त होगी।

ग. उपरोक्त दो तंत्रों के संयोजन के रूप में, खरीददार कुल 4 (चार) महीने की ऊर्जा बिलिंग के लिए कुल भुगतान सुरक्षा प्रदान करेगा, जिसमें से कम से कम 1 महीने की ऊर्जा बिलिंग अवधि के लिए एलसी प्रदान किया जाना चाहिए।

घ. उपरोक्त खंड (क) और (ख) के अनुसार भुगतान सुरक्षा के अलावा, खरीददार यह सुनिश्चित करते हुए कि बीईएसएसडी को दोनों ऊर्जा प्रभारों के भुगतान और परिसमापन मुआवजे, यदि कोई हो, के रूप में पर्याप्त सुरक्षा है, कानूनी रूप से प्रवर्तनीय **राज्य सरकार गारंटी** प्रदान करने का विकल्प भी चुन सकता है। यह उस स्थिति में लागू नहीं होगा जब खरीददार कोई पारेषण यूटिलिटी या प्रणाली संचालक है।

2. परिदृश्य 2: मध्यस्थ-खरीददार बीईएसएसडी से खरीदता है और अंतिम खरीददार को बेचता है

क. बीईएसएसडी को मध्यस्थ खरीददार द्वारा भुगतान सुरक्षा:

मध्यस्थ खरीददार बीईएसएसडी को निम्नलिखित के माध्यम से भुगतान सुरक्षा प्रदान करेगा:

i. विचाराधीन परियोजना के लिए कम से कम 1 (एक) महीने की औसत बिलिंग राशि **का चक्रीयन साख पत्र (एलसी)**।

तथा

ii. **भुगतान सुरक्षा निधि** , जो ऐसी निधि से जुड़ी सभी परियोजनाओं के कम से कम 3 (तीन) महीने की बिलिंग के भुगतान में सहायता करने के लिए उपयुक्त होगी। इस भुगतान सुरक्षा निधि के प्रयोजन के लिए, मध्यस्थ खरीददार भुगतान सुरक्षा तंत्र पूल को सुदृढ़ करने के उपाय के रूप में बीईएसएसडीज से 5.0 लाख रुपये / एमडब्ल्यूएच (पांच लाख रुपये प्रति एमडब्ल्यूएच) की एक गैर-वापसी योग्य राशि एकत्र करेगा। इस प्रकार के शुल्क आरएफएम में स्पष्ट रूप से निर्धारित किए जाएंगे और ऐसे मध्यस्थ खरीददार के लिए भारत सरकार द्वारा स्थापित भुगतान सुरक्षा निधि (उपार्जित ब्याज के साथ) में डाले जाएंगे।

ख. अंतिम खरीददार द्वारा मध्यस्थ खरीददार को भुगतान सुरक्षा:

अंतिम खरीददार निम्नलिखित के माध्यम से मध्यस्थ खरीददार को भुगतान सुरक्षा प्रदान करेगा:

i. विचाराधीन परियोजना (परियोजनाओं) के लिए कम से कम 1 (एक) महीने की औसत बिलिंग राशि का **चक्रीयन साख पत्र (एलसी)**।

या

ii. कानूनी रूप से प्रवर्तनीय **राज्य सरकार की गारंटी,** जिसमें ऊर्जा शुल्क के भुगतान और समापन हर्जाना, यदि कोई हो, दोनों ही मामले में पर्याप्त सुरक्षा उपलब्ध है **[इस खण्ड के लिए, भारतीय रिजर्व बैंक, केंद्र सरकार और राज्य सरकार के बीच हस्ताक्षरित त्रि-पक्षीय समझौता (टीपीए) ऊर्जा शुल्क के भुगतान की सुरक्षा संबंधी राज्य सरकार की गारंटी के रूप में मान्य होगा]**। मध्यस्थ खरीददार यह सुनिश्चित करेगा कि इस गारंटी का प्रतिसंहरण लागू करने पर, यह एक ही बार में, बीईएसएसडी को उस सीमा तक सौंप देगा, जिस सीमा तक बीईएसपीए के संदर्भ में बीईएसएसडी को भुगतान देय है। परंतु, ऐसे मामलों में जहां अंतिम खरीददार न तो त्रि-पक्षीय समझौते (टीपीए) द्वारा कवर किया गया है और न ही राज्य सरकार की गारंटी प्रदान करने में सक्षम है, निम्नलिखित को अपनाया जाएगा:

यदि कोई विशेष खरीददार भुगतान सुरक्षा के हिस्से के रूप में राज्य सरकार की गारंटी प्रदान नहीं करता है, तो एलसी राशि को औसत मासिक बिलिंग के 2.1 गुना तक बढ़ाया जाएगा।

iii. उपरोक्त खंड (i) और (ii) के अनुसार भुगतान सुरक्षा के अलावा, अंतिम खरीददार **भुगतान सुरक्षा निधि** प्रदान करने का भी चयन कर सकता है, जो ऐसी निधि से संबद्ध सभी परियोजनाएं, के कम से कम 3 (तीन) महीने के बिलिंग के भुगतान में सहायता करने के लिए उपयुक्त होगा।

एतद्वारा यह स्पष्ट किया जाता है कि राज्य सरकार की गारंटी का केवल तभी प्रतिसंहरण किया जाएगा जब मध्यस्थ खरीददार बीईएसपीए के तहत साख पत्र और भुगतान सुरक्षा निधि, यदि कोई हो, के माध्यम से अपनी बकाया राशि की वसूली करने में असमर्थ रहा हो।

ज. अप्रत्याशित घटना

1. अप्रत्याशित घटना की परिभाषा

किसी 'अप्रत्याशित घटना' (एफएम) का तात्पर्य निम्नलिखित में से किसी एक या अधिक कृत्यों, घटनाओं या परिस्थितियों या कृत्यों, घटनाओं या परिस्थितियों या उसके परिणाम (मों) के संयोजन से होगा, जो पूर्णत: या आंशिक रूप से पक्ष (प्रभावित पक्ष) संबंधित बीईएसपीए के तहत उसके दायित्वों के निर्वहन में बाधक है या अपरिहार्य रूप से देरी करती है, किंतु उस सीमा तक कि ऐसी घटनाएं या परिस्थितियां प्रभावित पक्ष के प्रत्यक्ष या अप्रत्यक्ष रूप से उचित नियंत्रण में नहीं हैं और प्रभावित पक्ष द्वारा इनसे बचा नहीं जा सकता था यदि पक्ष ने उचित सावधानी बरती होती थी या विवेकपूर्ण यूटिलिटी प्रथाओं का अनुपालन किया होता था।

क) दैवीय घटनाएं, जिसमें आकाशीय विद्युत, आग और विस्फोट (स्थल के बाहरी स्रोत से उत्पन्न होने की सीमा तक), भूकंप, ज्वालामुखी विस्फोट, भूस्खलन, बाढ़, महामारी, चक्रवात, आंधी या बवंडर शामिल हैं, किंतु इन्हीं तक सीमित नहीं है, यदि यह सक्षम राज्य / केंद्रीय प्राधिकरण / एजेंसी द्वारा घोषित किया गया हो/अधिसूचित किया गया हो (जैसा लागू हो), या खरीददार के समाधान के लिए, सत्यापित हो; यदि कोई जल विद्युत संयंत्र बोलीदाता द्वारा स्थापित की जाने वाली आरई परियोजना के पैकेज का एक हिस्सा है, तो ऐसे मामले में सूखे को आरई परियोजना के जल विद्युत संयंत्र घटक के लिए एक सुसंगत अप्रत्याशित घटना माना जा सकता है।

ख) भारत में किसी स्रोत से उत्पन्न या ऊपर वर्णित किसी अन्य अप्रत्याशित घटना से उत्पन्न रेडियोधर्मी संदूषण या आयनकारी विकिरण, उन परिस्थितियों को छोड़कर जहां दूषित या विकिरण का स्रोत या कारण प्रभावित पक्ष या या प्रभावित पक्ष द्वारा नियोजित लोगों द्वारा विद्युत परियोजना में या उसके पास लाया जाता है।

ग) परियोजना भूमि पर भूगर्भीय स्थितियों, जहरीले संदूषण या पुरातात्विक अवशेषों का पता चलना, जिनकी परियोजना भूमि के निरीक्षण और/या विवेकपूर्ण उद्योग प्रथाओं के अनुसार उचित रूप से पाए जाने की उम्मीद नहीं की जा सकती थी।

घ) असाधारण रूप से प्रतिकूल मौसम की स्थिति जो पिछले सौ (100) वर्षों के सांख्यिकीय माप से अधिक है।

ङ) युद्ध संबंधी कोई भी गतिविधि (चाहे घोषित या अघोषित), आक्रमण, सशस्त्र संघर्ष या विदेशी दुश्मन का कार्य, नाकाबंदी, प्रतिबंध, क्रांति, दंगा, विद्रोह, आतंकवादी या सैन्य कार्रवाई, या उद्योग-व्यापी हड़ताल और श्रमिक उपद्रव, जिसका भारत में देशव्यापी प्रभाव पड़ता हो।

च) भारत सरकार के किसी दस्तावेज/ राज्य सरकार द्वारा राष्ट्रीय हित में राष्ट्रीयकरण या किसी भी अनिवार्य अधिग्रहण या किसी भी सामग्री परियोजना संपत्ति या बीईएसएसडी के अधिकारों का अधिग्रहण, जिसके परिणामस्वरूप बीईएसएसडी या उसके शेयरधारक बीईएसपीए के तहत अपने अधिकारों (पूर्ण या आंशिक रूप से) या पात्रता से वंचित होते हैं। परंतु इस प्रकार की कार्रवाई किसी भी लागू कानून या बीईएसएसडी या बीईएसएसडी से संबंधित पक्षकारों द्वारा लागू परमिट के किसी भी उल्लंघन के परिणामस्वरूप खरीददार या किसी अन्य सरकारी प्राधिकरण द्वारा कानूनी रूप से प्रयोग किए गए उपाय या प्रतिबंध नहीं बनते है।

2. अप्रत्याशित घटना के अपवाद

अप्रत्याशित घटना में (i) कोई भी घटना या परिस्थिति शामिल नहीं होगी जो पक्षकारों के उचित नियंत्रण में है और (ii) निम्नलिखित परिस्थितियां, सिवाय उस सीमा तक कि वे अप्रत्याशित घटना की घटना के परिणाम हैं:

क. विद्युत परियोजना के लिए संयंत्र, मशीनरी, उपकरण, सामग्री, स्पेयर पार्ट्स या उपभोग्य सामग्रियों की अनुपलब्धता, देरी से प्रदायगी, या लागत में परिवर्तन;

ख. किसी ठेकेदार, उप-ठेकेदार या उनके एजेंटों के कार्य निष्पादन में देरी;

ग. विद्युत उत्पादन सामग्री और उपकरणों में आम तौर पर अनुभव किए जाने वाले सामान्य टूट-फूट के परिणामस्वरूप गैर-निष्पादन;

घ. प्रभावित पक्ष के कार्य स्थल पर हड़ताल या श्रमिक गड़बड़ी;

ङ. निष्पादित को दुष्कर बनाने वाले वित्त या धन या समझौते की अपर्याप्तता;

तथा

च. प्रभावित पक्ष के कारण या उससे संबंधित गैर-निष्पादन: (i) लापरवाही या जानबूझकर किए गए कार्य, त्रुटियां या चूक, या किसी भी विवेकपूर्ण और तर्कसंगत व्यक्ति से अपेक्षित उचित परिश्रम की कमी; (ii) भारतीय कानून का पालन करने में विफलता; या (iii) इस समझौते का उल्लंघनया उसके तहत चूक।

3. अप्रत्याशित घटना की अधिसूचना

क) प्रभावित पक्ष अन्य पक्ष को किसी भी अप्रत्याशित घटना की सूचना यथाशीघ्र यथोचित रूप से देगा, किंतु उस तारीख के पंद्रह (15) दिनों के उपरांत नहीं, जिस दिन उस पक्ष को अप्रत्याशित घटना के शुरू होने के बारे में पता चला था या उसे यथोचित रूप से पता होना चाहिए था। यदि अप्रत्याशित घटना के परिणामस्वरूप संचार टूट जाता है जिसके वहां निर्दिष्ट लागू समय सीमा के भीतर नोटिस देना अनुचित हो जाता है, तो अप्रत्याशित घटना का दावा करने वाला पक्ष संचार की बहाली के उपरांत यथाशीघ्र ऐसी सूचना देगा, लेकिन ऐसी बहाली के एक (1) दिन उपरांत नहीं। अप्रत्याशित घटना की सूचना प्राप्त करने वाला पक्ष, प्रभावित पक्ष के पास उपलब्ध सहायक दस्तावेजों के साथ, सूचना प्राप्त होने के 30 दिनों के भीतर अप्रत्याशित घटना के दावे पर निर्णय लेगा।

ख) परंतु इस प्रकार का नोटिस बीईएसपीए के तहत राहत का दावा करने के लिए प्रभावित पक्ष की हकदारी के लिए एक पूर्व शर्त होगी। इस प्रकार के नोटिस में अप्रत्याशित घटना का पूरा विवरण, राहत का दावा करने वाले पक्ष पर इसका प्रभाव और प्रस्तावित उपचारात्मक उपाय शामिल होंगे। प्रभावित पक्ष, दूसरे पक्ष को उन उपचारात्मक उपायों की प्रगति पर नियमित (और साप्ताहिक से कम नहीं) रिपोर्ट और ऐसी अन्य जानकारी जैसा कि अन्य पक्ष अप्रत्याशित घटना के बारे में उचित रूप से अनुरोध कर सकता है, उपलब्ध कराएगा।

ग) प्रभावित पक्ष दूसरे पक्ष को (i) सुसंगत अप्रत्याशित घटना की समाप्ति; और (ii) बीईएसपीए के तहत अपने अधिकारों या दायित्वों के निष्पादन पर उस अप्रत्याशित घटना के प्रभावों की समाप्ति की, जैसे ही इनके बारे में उसे जानकारी मिलती है, व्यावहारिक रूप से तत्काल सूचना देगा।

4. निष्पादन से छूट

क) प्रभावित पक्ष को, अप्रत्याशित घटना के परिणामस्वरूप बीईएसपीए के तहत अपने दायित्वों या उसके दायित्व के अंश को पूरा करने में असमर्थ होने की सीमा तक, दायित्वों के निष्पादन से छूट दी जाएगी, परंतु यह अवधि अप्रत्याशित घटना की सूचना जारी करने की तारीख से 180 (एक सौ अस्सी) दिन या परस्पर सहमति से किसी भी विस्तारित अवधि से अधिक नहीं होगी। पक्षकार उस अवधि को बढ़ाने के लिए परस्पर सहमत हो सकते हैं जिसके लिए अप्रत्याशित घटना के कारण निष्पादन से छूट दी गई है। तथापि, अप्रत्याशित घटना के 180 दिनों की अवधि या पारस्परिक रूप से सहमत किसी भी विस्तारित अवधि तक जारी रहने के मामले में, किसी भी पक्ष को बीईएसपीए को समाप्त करने का अधिकार होगा।

ख) पक्षकारों द्वारा परस्पर सहमत उस अवधि के लिए, जिसके दौरान निष्पादन से छूट दी जाएगी, बीईएसएसडी वित्तीय समापन या निर्धारित कमीशन अवधि या बीईएसपीए अवधि के लिए, जो भी हो, प्रदान की गई अवधि के दिन-प्रतिदिन के विस्तार के लिए हकदार होगा। उपरोक्त विस्तार के अनुसार बीईएसपीए और बीईएसएसए की अवधि उपयुक्त रूप से बढ़ाई जाएगी।

ग) परंतु किसी पक्ष को केवल अप्रत्याशित घटना के लिए उचित रूप से आवश्यक सीमा तक ही निष्पादन से छूट दी जाए।

घ) परंतु आगे, प्रभावित पक्ष को अंतर्निहित अप्रत्याशित घटना के घटित होने से पहले अर्जित किसी भी भुगतान दायित्वों से मुक्त नहीं करेगा।

5. अन्य हानियों के लिए कोई उत्तरदायित्व नहीं

इन दिशानिर्देशों में अन्यथा यथा उपबंधित के साथ, कोई भी पक्ष किसी भी अप्रत्याशित घटना के घटित होने या अस्तित्व से संबंधित या उत्पन्न होने वाली किसी भी हानि के संबंध में किसी भी प्रकार से, अन्य पक्षकारों के प्रति उत्तरदायी नहीं होगा।

6. कार्य निष्पादन की बहाली

अप्रत्याशित घटना के बने रहने की अवधि के दौरान, प्रभावित पक्ष, अन्य पक्षकारों के परामर्श से, बीईएसपीए के तहत अपने दायित्वों के निष्पादन पर ऐसी अप्रत्याशित घटना के प्रभावों को सीमित करने या कम करने के लिए सभी उचित प्रयास करेगा। प्रभावित पक्ष इस समझौते के तहत अपने दायित्वों के निष्पादन का यथाशीघ्र पुनरारंभ का प्रयास करेगा और पुनरारंभ होने पर, अन्य पक्षकारों को लिखित रूप में इसकी सूचना देगा। दूसरा पक्ष इस संबंध में प्रभावित पक्ष को सभी उचित सहायता प्रदान करेगा।

7. अप्रत्याशित घटना के कारण समापन

क) यदि, अप्रत्याशित घटना नोटिस जारी होने की तारीख से शुरू होने वाली अप्रत्याशित घटना के लिए 180-दिन की अवधि (या किसी भी विस्तारित अवधि) के पूरा होने से पहले, पक्षकारों का यथोचित विचार है कि अप्रत्याशित ऐसी 180-दिन की अवधि या उपरोक्त खंड 4 के अनुसरण में सहमत किसी भी विस्तारित अवधि (निष्पादन को माफ किया गया) से आगे जारी रहने घटना की संभावना; या यह कि प्रभावित इकाई को पुनः प्रचालित करना अलाभकारी या अव्यावहारिक है, तो पक्षकार बीईएसपीए को समाप्त करने का परस्पर निर्णय ले सकती हैं, और समाप्ति उस तारीख से प्रभावी होगी जिस दिन ऐसा निर्णय लिया जाता है।

ख) उपरोक्त खंड 7 (क) के प्रावधानों पर प्रतिकूल प्रभाव डाले बिना, प्रभावित पक्ष 180 दिनों की अवधि या किसी अन्य पारस्परिक रूप से विस्तारित अवधि की समाप्ति के उपरांत, नोटिस जारी करके अपने विवेकाधिकार में बीईएसपीए को तुरंत प्रभावसे समाप्त करने का हकदार होगा।

ग) खंड 7 (ख) के अनुसार बीईएसपीए की समाप्ति पर:

i. उपरोक्त खण्ड 1 (क), (ख), (ग) और (घ) के अनुसार अप्रत्याशित घटना के रूप में सूचीबद्ध किसी घटना के कारण समापन के मामले में, बीईएसएसडी को कोई समापन मुआवजा देय नहीं होगा।

ii. बीईएसएसडी के कहने पर समापन के मामले में, उपरोक्त खंड 1 (ङ.) और (च) के अनुसार अप्रत्याशित घटना के रूप में सूचीबद्ध होने के कारण, खरीददार के पास देय ऋण का भुगतान करके परियोजना की संपत्ति पर अधिकार का विकल्प होगा (लेकिन बाध्यकर नहीं होगा) यदि खरीददार उपरोक्त विकल्प का प्रयोग नहीं करने का विकल्प चुनता है, और इसकी बीईएसएसडी द्वारा सहमति नहीं दी जाती है, तो परिणामस्वरूप यह बीईएसपीए के अनुसार विवाद होगा, और बीईएसपीए के तहत विवाद समाधान तंत्र के अनुसार हल किया जाएगा।

iii. अप्रत्याशित घटना के घटित होने से पहले बकाया मासिक बिल (बिलों) के तहत बीईएसएसडी निर्विवाद भुगतान के लिए पात्र होगा।

8. बीईएसएसडी या मध्यस्थ खरीददार, जैसा भी मामला हो, को प्रभावित करने वाले बीईएसपीए से संबंधित उपरोक्त में निहित अप्रत्याशित घटना के प्रावधान, जैसा भी मामला हो, को आवश्यक परिवर्तनों के साथ बीईएसए के तहत अप्रत्याशित घटना के प्रावधानों के रूप में पढ़ा जाएगा और अप्रत्याशित घटनाके तहत अंतिम खरीददार को प्रभावित करेगा। बीईएसएसए को बीईएसपीए के तहत मध्यस्थ खरीददार को प्रभावित करने वाली अप्रत्याशित घटना माना जाएगा और इसी प्रकार बीईएसपीए के तहत बीईएसएसडीको प्रभावित करने वाली अप्रत्याशित घटना को बीईएसएसए के तहत मध्यस्थ खरीददार को प्रभावित करने वाली अप्रत्याशित घटना माना जाएगा।

झ. डिफ़ॉल्ट (चूक) की घटना और उसके परिणाम

जबकि संबंधित पक्षों के चूक की घटना और इसके परिणामी प्रभावों के संबंध में विस्तृत प्रावधान बीईएसपीए/ बीईएसएसए में संविस्तार दिए जाएंगे, यह खंड बीईएसएसडी और खरीददारों (मध्यस्थ खरीददार को छोड़कर) की चूक से संविदात्मक रूप से निपटने के व्यापक सिद्धांतों को निर्धारित करता है।

1. डिफ़ॉल्ट (चूक) की बीईएसएसडी घटना और उसके परिणाम

क) उस स्थिति में जब बीईएसएसडी बीईएसएसडी के संदर्भ में बिजली की आपूर्ति करने में विफल रहता है, या बीईएसपीए की शर्तों के विपरीत अपने किसी भी अधिकार या दायित्वों को नियत या नवीकरण करता है, या बीईएसपीए को अस्वीकार करता है, या बीईएसपीए के प्रावधानों के उल्लंघन में अपने प्रमोटरों नियंत्रण या शेयरधारिता में बदलाव करता है, या बीईएसपीए में यथानिर्धारित किसी भी अन्य कृत्यों या चूक या चालू करता है और उसे ठीक करने की अवधि के भीतर उपरोक्त में से किसी को भी ठीक करने में असमर्थ है, जैसा कि बीईएसपीए में प्रदान किया गया है, तो बीईएसएसडी को डिफ़ॉल्ट (चूक) रूप में माना जाएगा।

ख) डिफ़ॉल्ट में होने पर, बीईएसएसडी 6 (छह) महीनों या शेष बीईएसपीए अवधि, जो भी कम हो, के लिए बीईएसपीए के अनुसार घोषित न्यूनतम निष्पादन मानदंड के अनुरूप ऊर्जा भुगतान के बराबर, खरीददार को हर्जाना, अपनी अनुबंधित क्षमता के लिए भुगतान करेगा। खरीददार को किसी अन्य कानूनी उपाय या उपचार का सहारा लिए बिना, बैंक गारंटी, यदि कोई हो, की जब्ती के माध्यम से उक्त नुकसान की वसूली का अधिकार होगा।

ग) पूर्वोक्त नुकसान की वसूली के अलावा, बीईएसएसडी द्वारा चूक की स्थिति में, घटनाओं के निम्नलिखित क्रम का अनुसरण किया जाएगा:

i. एक निर्दिष्ट समय अवधि के भीतर परियोजना ऋणदाताओं के पास बीईएसएसडी के प्रतिस्थापन का पहला अधिकार होगा।

ii. यदि ऋणदाता उपरोक्त निर्दिष्ट समय सीमा के भीतर बीईएसएसडी को प्रतिस्थापित करने में असमर्थ है, तो खरीददार के पास खरीददार व ऋणदाता द्वारा पारस्परिक रूप से तय किए गए मुआवजे का बीईएसएसडी को भुगतान करके परियोजना की संपत्ति का अधिग्रहण करने का अधिकार (लेकिन बाध्यकारी नहीं होगा) होगा।

iii. यदि खरीददार उपरोक्त विकल्प का प्रयोग नहीं करने का विकल्प चुनता है, या खरीददार और ऋणदाता एक समझौते पर आने में असमर्थ हैं, तो ऋणदाता परियोजना की संपत्ति का परिसमापन कर सकते हैं और अंतिम उपाय के रूप में अपनी बकाया राशि की वसूली कर सकते हैं।

2. खरीददार चूक की घटना और उसके परिणाम

क) यदि खरीददार अन्य बातों के साथ-साथ निर्धारित समय अवधि के भीतर मासिक और/या पूरक बिलों का भुगतान करने में विफलता या बीईएसपीए के परित्याग सहित कारणों से, चूक करता है, तो चूककर्ता खरीददार बीईएसएसडीकी पूर्व सहमति के अधीन, बीईएसपीए/ बीईएसएएसए के अपने हिस्से को निर्धारित अवधि के भीतर अपने सहयोगियों सहित किसी भी तीसरे पक्ष को नवीकृत करेगा। इस मामले में, खरीददार परियोजना की संपत्ति को बीईएसएसडी द्वारा बनाए रखने और बीईएसपीए/ बीईएसएएसएसे बाहर निकलने के साथ-साथ अपनी अनुबंधित क्षमता के लिए घोषित उपलब्धता के आधार पर 3 (तीन) महीने या शेष बीईएसपीए अवधि, जो भी कम हो, की ऊर्जा बिलिंग के बराबर राशि का भुगतान करेगा। खरीददार द्वारा बीईएसएसडी से सीधी खरीद के मामले में, खरीददार द्वारा बीईएसएसडी को उपरोक्त भुगतान किया जाएगा। एक मध्यस्थ खरीददार के माध्यम से बिजली की खरीद के मामले में, उपरोक्त भुगतान अंतिम खरीददार द्वारा मध्यस्थ खरीददार को किया जाएगा।

ख) उस स्थिति में जब बीईएसपीए का नवीकरण बीईएसएसडी को स्वीकार्य नहीं है, या निर्धारित अवधि के भीतर चूक करने वाले खरीददार द्वारा बीईएसपीए के नवीकरण का कोई प्रस्ताव नहीं दिया जाता है, तो बीईएसएसडी बीईएसपीए को समाप्त कर सकता है अथवा एक वैकल्पिक खरीददार खोज कर परियोजना का संचालन जारी रखना परियोजना के संचालन को बंद करना, इनमें से कुछ भी चुन सकता है। यदि बीईएसएसडी परियोजना का संचालन जारी रखने का विकल्प चुनता है, तो खरीददार बीईएसएसडी को, घोषित उपलब्धता के अनुरूप 6 (छह) महीने की ऊर्जा बिलिंग के बराबर 'समापन मुआवजा', या शेष बीईएसपीए अवधि, जो भी कम हो, अपनी अनुबंधित क्षमता के लिए भुगतान करेगा।

ग) यदि बीईएसएसडी परियोजना के संचालन को बंद करने का फैसला करता है, तो उसे चूककर्ता को 'समापन मुआवजे' का भुगतान करने की आवश्यकता हो सकती है जो देय ऋण की राशि और 110% समायोजित इक्विटी का (एक सौ दस प्रतिशत) बीमा कवर को घटाकर यदि कोई हो, के बराबर होगा।

घ) एक ही निविदा के तहत एक मध्यस्थ खरीददार के माध्यम से एक से अधिक खरीददारों द्वारा खरीद के परिदृश्य में, मध्यस्थ खरीददार अपने संबंधित बीईएसपीएके तहत एक या एक से अधिक खरीददारों द्वारा चूक से निपटने के लिए उपयुक्त प्रावधान प्रदान कर सकता है।

ङ) बीईएसपीए की समाप्ति की स्थिति में, संयंत्र की कनेक्टिविटी के लिए एसटीयू/सीटीयू को देय किसी भी नुकसान या शुल्क को खरीददार द्वारा वहन किया जाएगा।

नोट: सभी मामलों में, ऋणदाता उपयुक्त होने पर भी वित्तीय दस्तावेजों में यथा उपबंधित, हस्तक्षेप कर सकते हैं। इसके अलावा, सभी मामलों में, चूककर्ता पक्ष को इस तरह के भुगतान की नियत तारीख से 3 महीने के भीतर लागू मुआवजे का भुगतान करना होगा, जिसके बाद, चूककर्ता पक्ष को मुआवजे के 1% की दर से मासिक ब्याज का भुगतान करना होगा।

ञ. विधि में परिवर्तन

1. इन दिशानिर्देशों में, 'विधि में परिवर्तन' शब्द बोली प्रस्तुत करने की अंतिम तिथि के बाद निम्नलिखित घटनाओं में से किसी भी घटित होने वाली उस घटना को संदर्भित करेगाजिसका परियोजना पर सीधा प्रभाव पड़ता है औरलागत में अनुरूप परिवर्तन होने से, टैरिफ में परिवर्तन की आवश्यकता हो सकती है, और इसमें शामिल है (i) किसी सक्षम न्यायालय द्वारा किसी विधि के निर्वाचन में परिवर्तन; या (ii) किसी नए कानून का अधिनियमन; या (iii) केंद्रीय सरकार, राज्य सरकार या संघ राज्य क्षेत्र प्रशासन द्वारा शुल्क, उद्ग्रहण, उपकर, प्रभार या अधिभार सहित किसी भी घरेलू कर में परिवर्तन, जिसके परिणामस्वरूप लागत में ततस्थानी परिवर्तन हो; या (iv) विद्युत की खरीद, आपूर्ति या पारेषण के लिए प्राप्त किए गए या प्राप्त किए जाने वाले अनुमोदन या अनुज्ञप्ति की किसी भी शर्त में परिवर्तन, जब तक कि विद्युत की खरीद, आपूर्ति या पारेषण के लिए करार में विशिष्ट रूप से अपवर्जित न किया गया हो, जिसके परिणामस्वरूप लागत में कोई परिवर्तन हो। तथापि, विधि/विनियम में परिवर्तन में (i) कॉर्पोरेट आय पर करों में कोई परिवर्तन या आय या लाभांश पर किसी भी प्रकार की कर कटौती में कोई परिवर्तन, या (ii) उपयुक्त आयोग द्वारा विचलन समाधान प्रभार या आवृत्ति अंतराल के संबंध में परिवर्तनशामिल नहीं होगा।इस प्रावधान में "विधि" शब्द में भारत देश में प्रवृत्त कोई अधिनियम, अध्यादेश, आदेश, उप-विधि, नियम, विनियम, अधिसूचना सम्मिलित है।

2. यदि विधि में परिवर्तन के परिणामस्वरूप बीईएसएसडी/खरीददार को कोई प्रतिकूल वित्तीय हानि/लाभ होता है, तो यह सुनिश्चित करने के लिए कि बीईएसएसडी/खरीददार को उसी वित्तीय स्थिति में रखा गया है जैसा कि वह विधि/विनियमन में परिवर्तन होने पर नहीं होता, जैसा भी मामला हो, बीईएसएसडी/खरीददार दूसरे पक्ष द्वारा मुआवजे का हकदार होगा। इस तरह के 'विधि में परिवर्तन' के कारण मुआवजे का भुगतान निर्धारित किया जाएगा और उस तारीख से प्रभावी होगा जैसा कि उपयुक्त आयोग द्वारा तय किया जाए।

3. **विधि में परिवर्तन के कारण देय मुआवजा:**

क. परियोजना के चालू होने से पहले होने वाले विधि में परिवर्तन के मामले में, मुआवजे को परियोजना लागत में वृद्धि/कमी के साथ जुड़े टैरिफ में वृद्धि/कमी के रूप में पारित किया जाएगा, जिसका भुगतान स्वचालित रूप से मासिक ऊर्जा बिलिंग के माध्यम से किया जाएगा। इस मामले में पास थ्रू, परियोजना के चालू होने की तारीख से प्रभावी होगा। बोली दस्तावेजों में टैरिफ में लागू वृद्धि/कमी की गणना के लिए उपयुक्त सूत्र/प्रावधान शामिल होंगे।

ख. परियोजना क्षमता के चालू होने के बाद होने वाले विधि में परिवर्तन के मामले में, और करों/शुल्कों/उपकर आदि में परिवर्तन को प्रतिशत या टैरिफ के अनुपात के रूप में परिभाषित किया जाता है, टैरिफ में परिवर्तन स्वचालित रूप से उचित वृद्धि/कमी के रूप में हस्तांतरित कर दिए जाएंगेऔर मासिक ऊर्जा बिलिंग के माध्यम से भुगतान किया जाएगा।

ग. उपरोक्त दोनों मामलों में, बीईएसपीए में निर्धारित फार्मूले के अनुसार पास-थ्रू, कानून की घटना में इस तरह के परिवर्तन के तहत राहत के लिए अपने दावे को प्रमाणित करने के लिए प्रभावित पक्ष द्वारा सभी आवश्यक दस्तावेज जमा करने के 60 दिनों के बाद स्वचालित रूप से प्रभावी हो जाएगा। .

घ. कानून की घटनाओं में उपरोक्त परिवर्तन के कारण गणना की जांच उपयुक्त आयोग द्वारा की जाएगी। उपयुक्त आयोग द्वारा किसी भी निर्णय की स्थिति में, जो टैरिफ में किसी भी बदलाव को संशोधित या रद्द करता है, उस समय तक पहले से भुगतान की गई राशि की वसूली / अतिरिक्त भुगतान, उपयुक्त रूप से किया जाएगा।

ङ. परियोजना की परिचालन अवधि के दौरान विधि में परिवर्तन के मामले में, और जहां इस तरह के परिवर्तन टैरिफ में स्वत: संशोधन के रूप में लागू नहीं होते हैं, उपयुक्त आयोग द्वारा निर्णय के अनुसार यथोचित मुआवजा प्रदान किया जाएगा।

च. यदि विधि में परिवर्तन के परिणामस्वरूप कमीशनिंग में देरी होती है, जहां इन दोनों के बीच कारण और प्रभाव स्पष्ट रूप से स्थापित किया जा सकता है, तो खरीददार परियोजना के वित्तीय समापन और कमीशन की समय सीमा के लिए उपयुक्त विस्तार प्रदान कर सकता है।

ट. प्रमोटर द्वारा धारित की जाने वाली न्यूनतम प्रदत्त शेयर पूंजी

1. सफल बोलीदाता, यदि एकल कंपनी है, सुनिश्चित करेगा कि बीईएसपीए को क्रियान्वित करने वाली एसपीवी/परियोजना कंपनी में उसकी हिस्सेदारी वाणिज्यिक संचालन तारीख (सीओडी) से पहले किसी भी समय 51% (इक्यावन प्रतिशत) से कम नहीं होगी ।यदि सफल बोलीदाता एक संघ है, तो बीईएसपीए को क्रियान्वित करने वाली एसपीवी/परियोजना कंपनी में संघ के सदस्यों की संयुक्त शेयरधारिता सीओडी से पहले किसी भी समय 51% से कम नहीं होगी। इसके अलावा, यदि परियोजना को सफल बोलीदाता द्वारा स्वयं निष्पादित किया जाता है, तो यह सुनिश्चित करेगा कि बोली लगाने वाली कंपनी/संघ की नियंत्रक शेयरधारिता सीओडी तक अपरिवर्तित रहे। सफल बोलीदाता, खरीददार के साथ बीईएसपीए पर हस्ताक्षर करने से पहले, खरीददार को अपनी शेयरधारिता के बारे में जानकारी प्रदान करेगा।

2. सीओडी के बाद शेयरधारिता में कोई भी परिवर्तन खरीददार को सूचित करते हुए किया जा सकता है।

3. यदि बीईएसएसडी ऋणदाता (ऋणदाताओं) के लिए चूक करता है, तो ऋणदाता खरीददारों की सहमति से "प्रमोटर का प्रतिस्थापन" करने के हकदार होंगे।

ठ. निर्माण और निष्पादन निगरानी

इन दिशानिर्देशों के तहत शामिल सभी ग्रिड से जुड़ी परियोजनाओं को परियोजना के निष्पादन को लगातार रिकॉर्ड करने के लिए आवश्यक उपकरण स्थापित करने होंगे। बीईएसएसडी को इस डेटा को बीईएसपीए की पूरी अवधि में

आरएफएस दस्तावेजों में यथा विनिर्दिष्टित प्राधिकारियों/अभिकरणों को ऑनलाइन प्रस्तुत करना होगा। इस संबंध में, वे अनिवार्य रूप से 24×7 आधार पर बिजली संयंत्रों के रिमोट मॉनिटरिंग पोर्टल के लिए खरीददार और एसएनआरई या किसी अन्य नामित एजेंसी को पहुंच प्रदान करेंगे। परियोजनाओं की जियो-टैगिंग अनिवार्य होगी।

ड. राज्य नोडल एजेंसियों और अन्य सुगमकर्ताओं की भूमिका

संबंधित राज्य सरकारों द्वारा नियुक्त राज्य नोडल एजेंसियां समयबद्ध तरीके से आवश्यक अनुमोदनों और स्वीकृतियों को सुगम बनाने के लिए आवश्यक सहायता प्रदान करेंगी ताकि निर्धारित समय सीमा के भीतर परियोजनाओं की कमीशनिंग प्राप्त की जा सके। इसमें निम्नलिखित क्षेत्रों में सुगमता शामिल हो सकती है:

I. परियोजनाओं के त्वरित कार्यान्वयन के लिए विभिन्न राज्य और केंद्रीय एजेंसियों के बीच समन्वय

II. परियोजनाओं की कमीशनिंग के दौरान सहायता।

खंड V: विविध प्रावधान

क. दिशानिर्देशों में परिभाषित प्रक्रिया से विचलन

यदि इन दिशानिर्देशों से कोई विचलन होता है, तो यह उपयुक्त सरकार द्वारा पूर्वानुमोदन के अधीन होगा।

ख विवाद समाधान तंत्र

भारत सरकार केंद्र में विवाद समाधान तंत्र प्रदान करने के लिए उपयुक्त आदेश जारी कर सकती है और राज्य सरकार से राज्य स्तर पर इस तरह के तंत्र पर विचार करने का अनुरोध कर सकती है। ये विवाद समाधान तंत्र कानून के प्रावधानों से पृथक अतिरिक्त फोरम होंगे और संबंधित पक्षों द्वारा विकल्प चुने जाने के आधार पर उपयोग में लाए जा सकते हैं।

ग. लागू कानून और विनियम

इन दिशानिर्देशों के तहत की जा रही सभी गतिविधियां/खरीद सरकार के समय-समय पर यथा संशोधित कानूनों और विनियमों के अधीन होंगी।

परिशिष्ट 1

इन दिशानिर्देशों के भाग III के खंड 1.4 और 1.5 में दर्शाई गई समय-सीमा के संबंध में टिप्पणियाँ

क. पट्टा/भू संपत्ति के उपयोग करने का अधिकार आदर्श रूप से कम से कम बीईएसपीए की अवधि के साथ समवर्ती होना चाहिए। तथापि, संबंधित राज्यों में लागू कानूनों के आधार पर पट्टे की कम अवधि की अनुमति दी जा सकती है। ऐसे मामलों में, सरकारी संस्थाओं द्वारा भूमि पट्टे/उपयोग के अधिकार का विस्तार करने में विफलता को अप्रत्याशित घटना के रूप में शामिल किया जाना चाहिए, जिसके लिए खरीददार द्वारा बीईएसएसडी को मुआवजे का भुगतान करने की आवश्यकता होगी, परंतु उपरोक्त घटना के परिणामस्वरूप परियोजना संचालित करने के अनुमति नहीं दी जा रही हो।

ख. बीईएसएसडी द्वारा भूमि पट्टे/किराया शुल्क के भुगतान के लिए भुगतान अनुसूची, आरएफएस/बीईएसपीए दस्तावेजों में स्पष्ट रूप से निर्दिष्ट की जाएगी और उपरोक्त अनुसूचियों में परिवर्तन को इन दिशानिर्देशों से विचलन के रूप में नहीं माना जाएगा, जिसके लिए अनुमोदन की आवश्यकता होती है।

ग. खरीददार द्वारा अभिचिन्हित की गई साइट के मामले में, यदि कोई विशेष लक्ष्य खरीददार के परिचालन कार्यक्षेत्र में नहीं है, तो खरीददार सर्वोत्तम प्रयास के आधार पर, संबंधित अधिकारियों से उपरोक्त समय सीमा के भीतर आवश्यक अनुमोदन प्राप्त करने की सुविधा का समर्थन करेगा।

घ. आरई पार्क में स्थापित की जा रही परियोजनाओं के मामले में, आरई पार्क विकासकर्ता द्वारा दायित्वों को पूरा करने की समय-सीमा, जैसी कि ऊपर की अभिचिन्हित की गई है, को भारत सरकार द्वारा जारी संबंधित आरई पार्क दिशानिर्देशों में प्रदान की गई समय-सीमा के साथ, संरेखित करने की आवश्यकता होगी।

ङ. आरई पार्क में स्थापित की जा रही परियोजनाओं के मामले में, उपरोक्त समय-सीमा बीईएसएसडी और पार्क विकासकर्ता के बीच निष्पादित किए जाने वाले भूमि पट्टा समझौते/उपयोग के अधिकार समझौते का हिस्सा बनेगी। दो संस्थाओं के बीच एक और अनुबंध निष्पादित किया जाएगा, जिसे "कार्यान्वयन समर्थन अनुबंध (आईएसए)" कहा

जाएगा, जो स्पष्ट रूप में अनुबंध के प्रत्येक पक्ष की अन्य मदों, भूमिकाओं और जिम्मेदारियों को निर्दिष्ट करेगा। लागू आरई पार्क दिशानिर्देशों के अनुरूप पार्क विकासकर्ता द्वारा प्रदान की जाने वाली सुविधाओं को उपरोक्त समझौते में स्पष्ट रूप से अभिचिन्हित किया जाएगा, और अतिरिक्त भुगतान शर्तों, यदि कोई हो, के साथ की जाने वाली आवश्यक और गैर-आवश्यक बुनियादी ढांचा गतिविधियों के लक्ष्यों को बिना किसी अस्पष्टता के यदि कोई हो, इंगित किया जाना चाहिए।

च. उपरोक्त दोनों परिदृश्यों में, खरीददार/पार्क विकासकर्ता के दायित्व के तहत किसी भी लक्ष्य को पूरा करने में देरी के परिणामस्वरूप बीईएसपीए पर हस्ताक्षर करने, एफसी और एसमीडी समय सीमा का उपयुक्त विस्तार होगा। इसे आरएफएस, बीईएसपीए, आईएसए और भूमि पट्टा समझौतों में उपयुक्त रूप से स्पष्ट किया जाएगा।

छ. बीईएसएसडी द्वारा अपने दायित्वों के भुगतान में देरी के मामले में, संबंधित समझौते में बीईएसएसडी पर लगाए जाने वाले लागू परिसमापन नुकसान को निर्धारित किया जाएगा।

ज. किसी समझौते पर हस्ताक्षर करने में देरी और/या केवल बीईएसएसडी के कारण भुगतान करने में देरी के मामले में, परियोजना लक्ष्यों में कोई विस्तार नहीं होगा।

परिशिष्ट-2

बीईएसएस के तकनीकी मापदंड, बीईएसएस विशेषता और निष्पादन मापदंड

क. कोड और मानक

बीईएसएस निम्नलिखित संहिताओं और मानकों या समकक्ष भारतीय मानकों, जैसा लागू हो, का पालन करेगा।

मानक	विवरण	प्रमाणन आवश्यकताएँ
आईईसी 62485-2	द्वितीयक बैटरी और बैटरी संस्थापन के लिए सुरक्षा आवश्यकताएं - निर्माण, उपयोग, निरीक्षण, रखरखाव और निपटान से जुड़े सुरक्षा पहलुओं पर आवश्यकताओं को पूरा करने के लिए: लीड एसिड और एनआईसीडी / एनआईएमएच बैटरी के लिए लागू	केवल लीड एसिड और एनआईसीडी/एनआईएमएच बैटरियों के लिए लागू
यूएल1642 अथवा यूएल1973, परिशिष्ट-ङ (सेल) अथवा आईईसी 62619 (सेल) + आईईसी 63056 (सेल)	क्षारीय या अन्य गैर-एसिड इलेक्ट्रोलाइट्स युक्त द्वितीयक सेल और बैटरी - औद्योगिक अनुप्रयोगों में उपयोग के लिए द्वितीयक लिथियम सेलों और बैटरी की सुरक्षा आवश्यकताएं	सेल के लिए आवश्यक
यूएल 1973 (बैटरी) अथवा (आईईसी 62619 (बैटरी) + आईईसी 63056 (बैटरी))	स्थिर, वाहन सहायक विद्युत और लाइट इलेक्ट्रिक रेल (एलईआर) अनुप्रयोगों में उपयोग के लिए बैटरियों/द्वितीयक सेल और क्षारीय या अन्य गैर-एसिड इलेक्ट्रोलाइट्स युक्त बैटरी- औद्योगिक अनुप्रयोगों में उपयोग के लिए द्वितीयक लिथियम सेलों और बैटरियों के लिए सुरक्षा आवश्यकताएँ	बैटरी स्तर के लिए या तो यूएल 1642 या यूएल 1973 अथवा (आईईसी 62619 + आईईसी 63056)
आईईसी 62281/यूएन 38.3	परिवहन के दौरान प्राथमिक और द्वितीयक लिथियम सेल और बैटरी की सुरक्षा: लिथियम आयन रसायनों का उपयोग करने वाले भंडारण प्रणाली के लिए लागू	बैटरी और सेल दोनों के लिए आवश्यक
आईईसी 61850/डीएनपी3	संचार नेटवर्क और प्रबंधन प्रणाली। (बीईएसएस नियंत्रण प्रणाली संचार)	

यूएल 9540 अथवा (आईईसी टीएस 62933-5-1 + आईईसी 62933-5-2)	विद्युत ऊर्जा भंडारण (ईईएस) प्रणाली - भाग 5-1: ग्रिड-एकीकृत ईईएस प्रणाली के लिए सुरक्षा विचार - सामान्य विनिर्देश / ऊर्जा भंडारण प्रणालियों के लिए मानक और उपकरण	बीईएसएसप्रणाली स्तर के लिए या तो यूएल 9540 अथवा (आईईसी 62933-5-1 + आईईसी 62933-5-2) आवश्यक है

बीईएसएसके लिए पावर कंडीशनिंग यूनिट मानक

आईईसी 62909-1	द्वि-दिशात्मक ग्रिड कनेक्टेड पावर कन्वर्टर्स - भाग 1: सामान्य आवश्यकताएं
आईईसी 62909-2 (यदि लागू हो)	द्वि-दिशात्मक ग्रिड-कनेक्टेड पावर कन्वर्टर्स - भाग 2: जीसीपीसी का इंटरफ़ेस और वितरित ऊर्जा संसाधन
आईईसी 61683 ईडी.1	फोटोवोल्टिक सिस्टम - पावर कंडीशनर - दक्षता मापने की प्रक्रिया
आईईसी 61000-6-2 ईडी.2	विद्युत चुंबकीय संगतता (ईएमसी) - भाग 6-2: सामान्य मानक - औद्योगिक वातावरण के लिए प्रतिरक्षा मानक
आईईसी 61000-6-4 ईडी. 2.1	विद्युत चुंबकीय संगतता (ईएमसी) - भाग 6-4: सामान्य मानक - औद्योगिक वातावरण के लिए उत्सर्जन मानक
आईईसी 62116 ईडी 2	यूटिलिटी-इंटरकनेक्टेड फोटोवोल्टिक इनवर्टर - आइलैंडिंग रोकथाम उपायों की परीक्षण प्रक्रिया
आईईसी 60068-2-1: 2007	पर्यावरण परीक्षण - भाग 2-1: परीक्षण - परीक्षण क: शीत
आईईसी 60068-2-2:2007	पर्यावरण परीक्षण - भाग 2-2: परीक्षण - परीक्षण ख: शुष्क ऊष्मा
आईईसी 60068-2-14:2009	पर्यावरण परीक्षण - भाग 2-14: परीक्षण - परीक्षण एन: तापमान में परिवर्तन
आईईसी 60068-2-30:2005	पर्यावरण परीक्षण - भाग 2-30: परीक्षण - परीक्षण डीबी: नम ऊष्मा, चक्रीय (12 एच + 12 एच चक्र)

ख. सामान्य विनिर्देश

1. **पहचान और पता लगाने की क्षमता:** सेल/रैक/पैक असेंबली बीईएसएस के संयंत्र स्थान के लिए भूकंपीय आवश्यकता को पूरा करेगी। सेल/बैटरियों की लेबलिंग में निर्माता का नाम, सेल का प्रकार, नेम-प्लेट रेटिंग, निर्माण की तारीख और भागों की समाप्ति की तारीख और श्रम वारंटी शामिल होगी।

2. **अन्य उप-प्रणालियां/घटक:** बीईएसएस में प्रयुक्त अन्य उप-प्रणालियों/घटकों को भी विद्युत सुरक्षा के लिए प्रासंगिक अंतरराष्ट्रीय/राष्ट्रीय मानकों के अनुरूप होने के साथ-साथ, अपेक्षित सेवा जीवन और मौसम प्रतिरोध सुनिश्चित करने के लिए आवश्यक गुणवत्ता के लिए भी होना चाहिए।

3. **अग्नि सुरक्षा:** बीईएसएसडी राष्ट्रीय और स्थानीय कोड के अनुरूप अग्नि सुरक्षा प्रणाली को डिजाइन और संस्थापित करेगा। अग्नि सुरक्षा प्रणाली के डिजाइन और संबंधित अलार्म को ध्यान में रखना चाहिए कि बीईएसएस ज्यादातर समय अनुपस्थित रहेगा। उच्च ऊर्जा घनत्व प्रौद्योगिकियों के लिए, बीईएसएसडी बैटरी भंडारण प्रणालियों का थर्मल रनअवे लक्षण भी प्राप्त करेगा।

4. **अधिकृत परीक्षण केंद्र:** विद्युत संयंत्रों में लगे बैटरियों/पावर कंडीशनिंग इकाइयों के पास आईएलएसी सदस्य हस्ताक्षरकर्ता मान्यता प्राप्त प्रयोगशालाओं में से एक द्वारा उपरोक्त निर्दिष्ट आईईसी/बीआईएस मानकों के अनुसार उनकी योग्यता के लिए वैध परीक्षण प्रमाण पत्र होना चाहिए। मॉड्यूल प्रकार/बीईएसएस/उपकरणों के मामले में जिनके लिए ऐसी परीक्षण सुविधाएं वर्तमान में भारत में उपलब्ध नहीं हो सकती हैं, विदेशों में प्रतिष्ठित आईएलएसी सदस्य निकाय मान्यता प्राप्त प्रयोगशालाओं से परीक्षण प्रमाण पत्र स्वीकार्य होंगे।

5. **वारंटी:** बीईएसएसडी आरएफएस की शर्तों के अनुसार पूर्वनिर्धारित आवेदन (आवेदनों) के लिए न्यूनतम निष्पादन स्तर सुनिश्चित करने के लिए निष्पादन गारंटी प्राप्त करेगा। वारंटी स्पष्ट रूप से आवेदन के लिए प्रदान की गई डिस्चार्ज प्रोफाइल को देखते हुए जीवन प्रत्याशा को इंगित करेगी।

ग. निष्पादन निगरानी

निष्पादन निगरानी के भाग के रूप में, निम्नलिखित कार्य किए जाएंगे:

क. बीईएसएसडी को मौजूदा नियमों के अनुसार मीटरिंग व्यवस्था के साथ-साथ बीईएसएस के ऑपरेटिंग मापदंडों (वोल्टेज, करंट, परिवेश की स्थिति आदि सहित लेकिन इन तक सीमित नहीं) के साथ-साथ बीईएसएस से ऊर्जा इनपुट और ऊर्जा आउटपुट को मापने के लिए आवश्यक उपकरण स्थापित करना चाहिए। उन्हें अनुबंध की पूरी अवधि के लिए यह डेटा संबंधित अधिकारियों/संगठनों को ऑनलाइन और/या नियमित आधार पर एक रिपोर्ट के माध्यम से हर महीने जमा करना होगा।

ख. एसपीडी डेटा के ऑनलाइन हस्तांतरण की सुविधा के लिए किसी भी अतिरिक्त निगरानी उपकरण को संस्थापित करने के लिए संबंधित अधिकारियों/संगठनों या उनके अधिकृत प्रतिनिधियों तक पहुंच प्रदान की जाएगी ।

ग. जैसा कि ऊपर उल्लेख किया गया है, सभी डेटा अनुबंध की पूरी अवधि के लिए उपलब्ध कराए जाएंगे।

घ. संयंत्र स्काडा ओपीसी संस्करण 2.0क (या ओपीसीयूए सहित बाद का संस्करण) के अनुरूप होना चाहिए और ओपीसीसंस्थान के विनिर्देश के अनुसार उपयुक्त ओपीसी -डीएसर्वर को लागू करना चाहिए। संबंधित अधिकारियों/संगठनों को वास्तविक समय ऑनलाइन डेटा (बीईएसएस पैरामीटर) प्रदान करने के लिए सभी डेटा इस ओपीसी सर्वर के माध्यम से सुलभ होना चाहिए। निगरानी की सुविधा के लिए इस बार श्रृंखला डेटा परियोजना स्काडा प्रणाली से उपलब्ध होगा और इसमें निष्पादन की निगरानी के लिए दैनिक, मासिक और वार्षिक रिपोर्ट की सुविधा के लिए पहले बताए गए मापदंडों के अलावा अन्य को शामिल होना चाहिए।

ङ. वेब आधारित निगरानी उपलब्ध होनी चाहिए, जो मशीन पर निर्भर न हो। वेब-आधारित निगरानी को वही स्क्रीन प्रदान करने चाहिए जो संयंत्र में उपलब्ध हैं।

इसके अलावा, पीडीएफ या एक्सेल प्रारूप में दूरस्थ वेब-क्लाइंट से रिपोर्ट डाउनलोड करना संभव होना चाहिए।

च. बीईएसएस से यूनिट बैटरियों का सुरक्षित निपटान

विकासकर्ता खतरनाक और अन्य अपशिष्ट (प्रबंधन और सीमापार संचलन) नियम, 2016, समय-समय पर यथासंशोधित, के तहत जैसा लागू हो, आवश्यकताओं का पालन करेगा। बीईएसएसडी यह सुनिश्चित करेगा कि संयंत्र से सभी यूनिट बैटरी मॉड्यूल उनके 'जीवनकाल समाप्त' हो जाने (जब वे दोषपूर्ण/गैर-प्रचालन/गैर-मरम्मत योग्य हो जाते हैं) के बाद सरकार द्वारा अधिसूचित और समय-समय पर यथासंशोधित "ई-अपशिष्ट (प्रबंध और हैंडलिंग) नियम, 2016", और भारत सरकार द्वारा अधिसूचित किए जाने वाले बैटरी अपशिष्ट प्रबंध नियम, के अनुसार निपटाया जाता है।

घनश्याम प्रसाद, संयुक्त सचिव

MINISTRY OF POWER

RESOLUTION

New Delhi, the 10th March, 2022

No. 23/16/2020-R&R Part (1).—

Guidelines for Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services

SECTION I: BACKGROUND AND INTRODUCTION

A. PREAMBLE

1. Background

a. The growth of renewable energy in India has been one of the key success stories of the nation's energy sector. Today, Solar and Wind power have become integral to the nation's energy mix at par with the conventional energy sources. India has already achieved installation of 150 GW of

RE capacity enroute the ambitious journey of installing 500 GW of non-fossil energy capacity. With the share of RE in India's energy mix significantly increasing, and in view of the targeted energy mix by 2030, it is pertinent to plan for optimum utilization of resources and selection of right resource mix to meet the projected energy demand of the country.

b. With various global developments in technology and manufacturing, RE power has become the most affordable and clean source for annual energy requirements. Initial capacities have been successfully integrated to the grids so far, but with increasing penetration of RE in the energy mix, further capacity addition is expected to face issues due to supply-demand mismatch, wherein generation from RE sources happens mainly during the low demand period and has a characteristic of being infirm in nature. Some utilities have already started experiencing the effects of the integrating renewables into their grids and forcing curtailment of power. In this context, Central Electricity Authority (CEA), in its report titled "Optimal Generation Capacity Mix for 2029-30", dated January, 2020, has envisaged a key disruption of replacement of thermal based generation with renewable energy generation complemented with energy storage technology. In this regard, an excerpt from the above report is reproduced below:

"This has been possible with the downward trend of cost of solar panels and newer technology options like battery energy storage systems. In fact, the reduction in cost projections is very aggressive for Battery Energy Storage technology to render them financially viable in near future. In this context, planning for optimal generation capacity mix gains tremendous importance so as the future generation capacity mix is cost effective as well as environmental friendly, a horizon of 10-12 years is sufficient to gear up the systems and policies in the right direction to achieve the optimal generation mix."

c. In addition to the above, Ancillary Services have been an integral part of the electricity ecosystem all over the world. The basic services of frequency and voltage control are embedded in the electricity supply system and in order to enable provision of these basic services, specific support services are required to complement reliable and efficient grid operation. These support services which act as 'Value added Services' are known as 'Ancillary Services'. The Ancillary Services comprise of services required for maintaining load-generation balance (frequency control), maintaining voltage and reactive power support and maintaining generation & transmission reserves. As an initial step, the Central Electricity Regulatory Commission (CERC) had in 2013 floated a Staff Paper on "Introduction of Ancillary Services in Indian Electricity Market". The Staff Paper had discussed about the types of Ancillary Services such as the real power support services or Frequency Support Ancillary Services/ Load following, Voltage or reactive power support services and Black start support services. It was envisaged that the generators having surplus capacity, (i.e. either un-requisitioned surplus capacity by the beneficiaries of that capacity or generators who could not sell their capacity in the market and/or surplus captive capacity) may be allowed to bid into the power exchange, in a separate market segment.

d. Pursuant to above, CERC issued Regulations on Ancillary Service operation in August, 2015. After consultations with the stakeholders, CERC decided that in order to meet the current requirement, tertiary frequency control through utilization of un-despatched surplus capacity available in generating stations at the inter-state level, whose tariff is determined/adopted by CERC, may be introduced as Reserve Regulation Ancillary Service (RRAS). The variable cost of RRAS provider is considered for merit order despatch.In order to facilitate Congestion management, transmission constraints (both interregional and intraregional) are considered during despatch of RRAS. Both the fixed charges and variable charges are paid to the RRAS providers with a mark-up as an incentive. The fixed charges are in turn refunded to the original beneficiary(s) in proportion to the power surrendered. Therefore, at present the ancillary services in India are provided by resources which are spinning and already scheduled at a certain MW level with both headroom and legroom margins available (as reserves) for regulating up and down. While, the scheduled MW is decided by the market participants, the System Operator utilizes only the headroom and legroom of generation margins as ancillary services for frequency control.

e. As the demand grows to match the generating capacity, the present ancillary system is being changed, the new ancillary system needs to integrate Energy Storage Systems (ESS) with existing

and upcoming RE capacity in order to optimize generation and transmission mix. Guidelines for setting up of new RE capacity through tariff-based bidding mechanism are already in place. With respect to increasing the storage component in the energy mix, Ministry of Power had requested the CEA in April, 2021, to submit a report on identification of usage of storage as business case and for ancillary services. The Report identifies Pumped Hydro Storage System (PSP) and Battery Energy Storage Systems (BESS) as the commercially deployed solutions for providing requisite storage capacity. The said CEA Study has revealed that the planning model selects the battery energy storage system from the year 2027-28 onwards and a Battery Energy Storage capacity of 27,000 MW/108,000 MWh (4-hour storage) is projected to be part of the installed capacity in 2029-30. This will be in addition to 10,151 MW of Pumped Hydro Storage System envisaged to be a component of the installed capacity in 2029-30.

f. With the limited support available from existing Pumped Hydro Storage Plants and the long gestation period for the new Pumped Hydro Storage Plants, the circumstances merit consideration of Battery Energy Storage System (BESS) as one of the sources of resource adequacy for the Indian power system. RE plus storage/BESS can provide the required flexibility in generation apart from ensuring the resource adequacy.

2. **Objectives**

The specific objectives of these Guidelines are as follows:

a. To facilitate procurement of BESS, as part of individual RE power projects or separately, for addressing the variability/firming power supply / increasing energy output / extending the time of supply from an individual RE project or a portfolio of RE projects, augmentation of existing RE Projects and/or to provide ancillary, grid support and flexibility services for the grid.

b. To facilitate procurement of BESS for optimum utilization of transmission and distribution network.

c. To ensure transparency and fairness in procurement processes/ and to provide for a framework for an Intermediary Procurer as an Aggregator / Trading licensees / Implementing Agency for the inter-state/intra-state sale-purchase of power.

d. To provide standardization and uniformity in processes and a risk-sharing framework between various stakeholders, involved in the energy storage and storage capacity procurement, thereby encouraging competition and enhanced bankability of the Projects.

SCOPE OF THE GUIDELINES

1. **Applicability of Guidelines**

These Guidelines are being issued under the provisions of Section 63 of the Electricity Act, 2003 for procurement of energy from BESS by the 'Procurers', through competitive bidding, from grid-connected Projects to be set up on "Build-Own-Operate" or "Build-Own-Operate-Transfer" basis, with following minimum project size and bid capacity requirements:

(i) For Intra-State Projects: Minimum individual project size of power rating of 1MW and above with suitable energy rating based on application at one site with minimum bid capacity of 1MW; and

(ii) For Inter-State Projects: Minimum individual project capacity of 50 MW and above with suitable energy rating based on application at one site with minimum bid capacity of 50 MW at the minimum voltage level as specified by the extant CERC regulations/Detailed Procedure.

2. The provisions of these Guidelines shall be binding on the BESSD /Procurer/ Intermediary Procurer/End Procurer/Implementing Agency and the Authorised Representative of the Procurer. The process to be adopted in event of any deviation proposed from these Guidelines is specified in Clause A, Section V of these Guidelines.

3. **Business Cases**

Following business cases have been identified regarding utilization of BESS in supply of energy and grid maintenance:

(i) RE supply with BESS: In this case, the BESS is included as part of the RE Project, and ownership of the RE and BESS assetslies with the Generator. These Projects may also be utilized to meet Peak power and firm dispatchable RE requirements of Procurers.

(ii) BESS with transmission infrastructure: This model is aimed at maximization of the utilization of the transmission Asset, increasing duration of usage of transmission system and Strengthen Grid Stability. These systems will enable large-scale optimization of transmission infrastructure by optimum utilization of transmission capacity and reducing network congestion. As a result, the requirement of augmentation of evacuation and transmission infrastructure gets drastically reduced.

(iii) Storage for ancillary services/ balancing services / flexible operations: The BESS, with fast ramp rate, is particularly suited for second-by-second management of interchange flows. The system operator (for eg. RLDC/NLDC and SLDCs) may use BESS for frequency control and balancing services to manage the inherent uncertainty/variations in load and generation.

(iv) Storage for Distribution: This model aims at maximization of the utilization of the Storage Asset and strengthening DISCOM operations. Connected at the load centres, it may be suitably utilized by the Discom to manage its peak load, grid resilience, portfolio management and flexible operations. BESS can also be used to facilitate large scale expansion of electric mobility segment as part of major consumers for the Discoms. BESS can also be used as an optimum tool to achieve asset shifting by the Discoms, thereby increasing asset life.

(v) Standalone BESS for the Arbitrage operation which may be used by the Developer / owner or by the lessee including merchant operation.

(vi) The BESS developer/owner may sell storage space for a particular duration. In this case he will get capacity charges.

(vii) Any other business cases as found suitable by Procurers / Intermediary procurers / beneficiaries/ Generators

(viii) Along with the business casesmentioned at Sl. No (i) to (vii) above, it is possible that a certain component can also be earmarked for utilisation as merchant capacity by the BESS developer. This component may be traded in power market as per extant regulations.

4. These Guidelines shall be applicable for business cases identified above vide Sl. (ii) to (vii). For Sl. (i) above, i.e. in case of systems which contain RE generating stations along with BESS as a single Project (co-located or multi-located), the respective Standard Bidding Guidelines issued for procurement of power from Solar, Wind and Hybrid Power Projects, or the Unified Standard Bidding Guidelines, as issued by the Ministry of Power, shall be applicable.

5. The BESS may be charged by RE power or non RE power or through a combination of RE and non-RE power. However, when it seeks to supply RE power, it will need to the charged with RE power only.

SECTION II: DEFINITIONS

The terms used in these Guidelines will have the following meanings:

1. **"Act"** shall mean the Electricity Act, 2003, including subsequent amendments and clarifications issued thereof.

2. **"Adjusted Equity"** shall mean the Equity funded in Indian Rupees and adjusted on the first day of the current month (the "Reference Date"), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in Wholesale Price Index (WPI), and for any Reference Date occurring between the first day of the month of Appointed Date (the date of achievement of Financial Closure) and the Reference Date;

    a. On or before Commercial Operation Date (COD), the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and Reference Date;

b. An amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the "Base Adjusted Equity");

c. After COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.333% (zero point three threethree percent) thereof at the commencement of each month following the COD [reduction of 1% (one percent) per quarter of a year] and the amount so arrived at shall be revised to the extent of variation in WPI occurring between the COD and the Reference Date;

For the avoidance of doubt, the Adjusted Equity shall, in the event of termination, be computed as on the Reference Date immediately preceding the Transfer Date; provided that no reduction in the Adjusted Equity shall be made for a period equal to the duration, if any, for which the BESPA period is extended, but the revision on account of WPI shall continue to be made.

3. **"Affiliate"** in relation to a Company shall mean a person who controls, is controlled by, or is under the common control with such Company.

4. **"Annual Availability"** shall be as defined in the RfS.

5. "**Appropriate Commission"** shall have the same meaning as defined in the Act.

6. **"Authorised Representative"** of the Procurer: In cases, where the Battery Energy Storage Purchase Agreement (BESPA) signing agency and the agency carrying out the tendering / bidding process are different, the agency carrying out the tendering / bidding process shall be deemed to be the Authorized Representative of the 'Procurer' and will on behalf of the Procurer be responsible for fulfilling all the obligations imposed on the 'Procurer' during the bidding phase, in accordance with these Guidelines.

7. **"Battery Energy Storage System Developer"** or **"BESSD"** or **"Developer"** shall mean the entity owning/operating the BESS facility for supply of power under these Guidelines.

8. "**Battery Energy Storage Purchase Agreement**" or "**BESPA**" shall mean agreement entered by Intermediary Procurer or End Procurer (as applicable) with BESSD for procurement of BESS Capacity.

9. **"Battery Energy Storage Systems"** or **"BESS"** or **"Project"** shall mean the system(s)/projects utilizing methods and technologies such as electrochemical batteries (Lead Acid, Li-ion, solid state batteries, flow batteries, etc.), providing a facility that can store chemical energy and deliver the stored energy in the form of electricity, including but not limited to ancillary facilities (grid support., for example). Such systems may be co-located with RE Generating Stations, or may be operated on stand-alone basis.

10. **"Bidding Agency"** shall refer to the organization issuing tender documents and carrying out the selection process under these Guidelines.

11. **"Control"** shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors.

12. **"Debt Due"** shall mean the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date:

a. The principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the 'Principal') but excluding any part of the principal that had fallen due for repayment 2 (two) years prior to the Transfer Date;

b. All accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in sub-clause (a) above until the Transfer Date but excluding: (i) any interest, fees or charges that had fallen due 2 (two) years prior to the Transfer Date, (ii) any penal interest or charges payable under the Financing Agreements to any Senior Lender, (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Procurer Default, and (iv) any Subordinated Debt which is included in the Financial Package and disbursed by equity investors or their Affiliates for financing the Total Project Cost.

Provided that if all or any part of the Debt Due is convertible into Equity at the option of Senior Lenders and/or the Concessionaire, it shall for the purposes of this Agreement be deemed not to be Debt Due even if no such conversion has taken place and the principal thereof shall be dealt with as

if such conversion had been undertaken. Provided further that the Debt Due, on or after COD, shall in no case exceed 80% (eighty percent) of the Total Project Cost.

13. **"End Procurer"** shall mean the ultimate Procurer of energy from the Intermediary Procurer or the Battery Storage System Developer as the case maybe; and shall include the distribution licensee, bulk consumers, etc. as applicable.

14. **"Financial Closure"** or **"Project Financing arrangements"** shall mean arrangement of necessary funds by the Battery Storage System Developer towards 100 % project cost either by way of commitment of funds by the Company from its internal resources (by a resolution passed by the Board of Directors) and/or tie up of funds through a bank/financial institution by way of sanction of a loan or firm commitment letter agreeing to finance.

15. **"Intermediary Procurer" or "Implementing Agency":** In some cases, an intermediary between the distribution licensee(s) and the BESSD(s), or an "Implementing Agency" as notified by the Government of India, may be required either to aggregate the power purchased and / or firming the same with large scale energy storage capacity from different developers, and sell it to the End Procurer(s). In such cases, the "Procurer" would be a trading licensee or an Implementing Agency, buying power from the Developer(s) and selling the same to one or more distribution licensees, such distribution licensees shall be the "End Procurer" and the trading licensee shall be "Intermediary Procurer" for the purpose of these Guidelines.

16. **"Procurer"** shall, as the context may require, shall mean the End Procurer, or an Intermediary Procurer.

17. **"Renewable Energy (RE) sources"** shall refer to 'solar photovoltaic' (hereinafter also referred as 'solar'), 'wind' and 'solar PV- wind hybrid' (hereinafter also referred as 'hybrid') and other renewable energy sources as notified by the Government of India from time to time.

18. **"Renewable Power" or "RE Power"** The term 'RE Power', wherever used in these Guidelines, shall refer to power from Renewable Energy sources.

19. **"RE Park"** shall refer to areas or parks developed, in accordance with the Guidelines and/or Policies issued by Central or State Governments, for setting-up of RE power projects, including Solar, Wind or Solar-Wind Hybrid Power projects.

20. **"Request for Selection"** or **"RfS"** or **"Tender"** or **"Bid Document"** shall mean the tender documents issued by the Bidding Agency, including Energy Purchase and Energy Sale Agreements as applicable, for procurement of power through a competitive bidding process under these Guidelines.

21. **"Solar"**: The term 'Solar', wherever used in these Guidelines, shall refer to Solar Photovoltaic (PV) and Solar Thermal technologies or the power plant based on such technologies.

22. **"Wind"**: The term 'Wind', wherever used in these Guidelines, shall refer to Wind energy technology or the power plant based on such technology.

SECTION III: BIDDING PROCESS AND AWARD OF PROJECTS

A. PREPARATION FOR INVITING BIDS AND PROJECT PREPAREDNESS

1. Conditions to be met by Procurer

1.1. <u>Bid Documentation:</u>

a. The Procurer shall prepare the bid documents in accordance with these Guidelines, except as provided in sub clause b below.

b. The Procurer shall seek prior approval of the Appropriate Government for deviations, if any, in the draft RfS, draft BESPA, draft BESSA (if applicable) from these Guidelines, in accordance with the process described in Clause A, Section V of these Guidelines.

c. In case of an ongoing bidding under process prior to notification of these Guidelines, the provisions of the specific tender documents shall prevail.

1.2. <u>Site-related Project preparatory activities including clearances</u>

In order to ensure timely commencement of supply of electricity being procured and to convince the bidders about the irrevocable intention of the Procurer, it is necessary that various Project

preparatory activities as mentioned in Clause 1.4 and Clause 1.5 below of these Guidelines are completed in time.

1.3. Arrangements related to site

As specified in the bidding documents to be issued by the Procurers, the Project may be set up either at the Project site specified by the Procurer, or at the Project site selected by the Developer. Multiple energy injection points in gridmay be permitted, subject to provisions in the tender document. In case of multiple injection points, the capacity of Connectivity and Open Access for each individual energy injection point will be granted as per extant regulations as amended from time to time. Further, for a single Project with multiple injection points, scheduling and settlement as per Deviation Settlement Mechanism will be carried out for each injection point separately. In such cases, obligation of the Procurer will be to procure power from all or any of the points of injection, cumulatively upto the Contracted Capacity as per the BESPA, and connectivity granted at each injection point.

1.4. Project site specified by the Procurer

The Procurer may choose to locate the Project at a specified site and the same may be specified by the Procurer in the bidding documents. In such cases, to ensure timely commencement of supply of electricity, the Procurer and the Developer should ensure that various Project preparatory and implementation related activities as indicated below are completed by the respective entities as per the timelines indicated below.

Milestones	Deadline
Identification of 100% area of the land and substation (entails providing coordinates of land boundaries and substation location)- by the Procurer	As specified in tender documents
Provision of documents/agreements to indicate in-principle availability of 100 % of land - by the Procurer	As specified in tender documents
Tendering process	The bidding agency should try to conclude the tender within 3 months of issuance of the tender documents
Signing of BESPA	30 days after issuance of LoA (may be extended depending on tender conditions)
Signing of Land lease/right-to-use Agreement	Along with signing of BESPA
Grant of possession/right to use of 100% of land area identified (free from all encumbrances) along with forest clearance if applicable- by the Procurer	Within 60 days of signing of BESPA
Application for grant of Connectivity and Open Access by the STU/CTU (as applicable)-to be facilitated/applied for by the Procurer/BESSD	Within 30 days of issuance of LOA.
Financial Closure	In line with Clause B. of Section IV of these Guidelines.
Substation readiness for evacuation of power-by the Procurer	Matching with original SCOD of the Associated Transmission System
Other legal clearances as required-by the Procurer	15 days prior to SCD
Scheduled Commissioning Date (SCD)	In line with Clause C. of Section IV of these Guidelines.

1.5. Project site specified by the Procurer in an RE Park

The Procurer may choose to locate the Project in a specified zone characterized with proper infrastructure and access to amenities (RE Park) and the same may be specified by the Procurer in the bidding documents. The RE Park shall be developed as per the relevant Policies and/or Guidelines in this regard issued by MNRE/Central Government/State Government(foreg."Guidelines for Development of Solar Parks", issued by MNRE for 'Solar Parks'). Notwithstanding this, to ensure

timely commencement of supply of electricity, the Procurer, the RE Park developerand the Project Developer should ensure that various Project preparatory and implementation related activities as indicated below are completed by the respective entities as per the timelines mentioned therein. For RE Parks, the responsibilities of the developer(s) of such Parks [for eg. Solar Power Park Developer (SPPD) in case of 'Solar Park'] shall flow from the relevant Policies and/or Guidelines for development of such Parks, issued by MNRE/Central Government/State Government and Implementation Support Agreement, if any, which defines the relationship between the developer of such park and the BESSD.

Milestones	**Deadline**
Identification of 100% area of the land and substation (entails providing coordinates of land boundaries and substation location)- by the Park Developer	As specified in tender documents
Provision of documents/ agreements to indicate in-principle availability of 100 % of land area at the initiation of bidding- by the Park Developer	As specified in tender documents
Tendering process	The bidding agency should try to conclude the tender within 3 months of issuance of the tender documents
Signing of BESPA	30 days after issuance of LoA (may be extended depending on the tender conditions)
Signing of Land lease agreement	Along with signing of BESPA
Grant of possession/right to use of at 100% of land area identified (free from all encumbrances) along with forest clearance if applicable-by the Park Developer	Within 60 days of signing of BESPA
Payment of upfront charges to the Park Developer-by the BESSD	To be paid in 3 instalments: 25% along with signing of Land lease agreement. Next 25% within 30 days of signing of Land lease agreement. Remaining 50% at the time of grant of possession/right to use of 100% of land area identified by the Park Developer
Application for Grant of Connectivity and Open Access by the STU/CTU (as per extant regulations)- to be facilitated/applied by the Park Developer	Within 30 days of issuance of LOA.
Financial Closure	In line with Clause B. of Section IV of these Guidelines.
Substation readiness for evacuation of power-by the Park Developer	Matching with original SCOD of Associated Transmission System
Other legal clearances as required-by the Park Developer	15 days prior to SCD
Scheduled Commissioning Date (SCD)	In line with Clause C. of Section IV of these Guidelines.

2. Project site selected by the BESSD

In case the Procurer does not specify a site and the Project site is selected by the BESSD, to ensure timely completion and commencement of supply of power, the bidder would be required to submit documents in respect of project milestones as per the time schedule specified herein below:

Milestones	Deadline
Tendering process- to be completed by the Bidding Agency	The bidding agency should try to conclude the tender within 3months of issuance of the tender documents
Signing of BESPA	30 days after issuance of LoA (may be extended depending on tender conditions)
Signing& Submission of Land related Documents	At the time of commissioning of the Project
Application for grant of Connectivity and Open Access by the STU/CTU (as applicable)	Within 30 days of LOA
Financial Closure	In line with Clause B. of Section IV of these Guidelines.
Scheduled Commissioning Date (SCD)	In line with Clause C. of Section IV of these Guidelines.

Further, the BESSD/Procurer (as applicable), within 30 days of issuance of LOA, shall apply for Connectivity/Open Access to the CTU/STU Grid (as required) for technical feasibility of Connectivity/Open Access of the plant to InSTS/ISTS substation which shall be processed as per the extant Regulations in vogue.

In addition to the documents as identified, a letter from State Transmission Utility (STU)/ Central Transmission Utility (CTU), (or RE power park developer, in case of selected site being in a RE park) as applicable, regardingconnectivity from STU/CTU, as applicable, shall be required to be submitted by the BESSD prior to commissioning of the Project. If the Project site is located in the same State as the Procurer/ End Procurer, State Government shall endeavour to provide necessary support to facilitate the connectivity of the plant to InSTS/ISTS substation.

Obtaining all other clearances prior to Project commissioning as required for Project execution, shall be entirely the responsibility of the BESSD, and the Procurer shall not be responsible in case of delay in obtaining the above / such clearances. Provisions regarding treatment of the same will be explicitly provided in the tender documents.

B. BID STRUCTURE

1. **Bid Package**

The bids will be designed in terms of total capacity of storage.The minimum Project and package sizes for the bids are indicated at Sl. B.1. of Section I above. However, in order to have economies of scale, the Procurer is permitted to specify the minimum project size, that a bidder is allowed to bid for, to be more than the above specified limits, as the case may be. Notwithstanding this, on due consideration of availability of land and transmission facility, smaller bid sizes can be kept in case of North-Eastern States, Special Category States, and Projects outside RE Parks. The Procurer may also choose to specify the maximum capacity that can be allotted to a single bidder including its Affiliates keeping in mind factors such as economies of scale, land availability, expected competition and need for development of the market.

2. **Bidding Parameters**

The Procurer may invite bids for the procurement in terms of BESS Capacity. A Capacity Procurement would entail that the Procurer pays for the availability of storage capacity. The bidding parameter, accordingly, would be:

a) Availability based fixed charge/ Annuity (INR per kW (or per MW) per year (or per month) as per terms and conditions of the Agreement and/or

b) A quantum of VGF support required by the bidder for a pre-specified fixed Tariff/ Annuity specified

The Bidding Agency may specify in the RfS, one of the above bidding parameters depending on the BESS application and the Procurer off-take arrangements, which will be specified in the RfS.

The minimum Term of the BESPA is envisaged to be 8 years which could be increased as per requirement of procurement.

C. BIDDING PROCESS

1. The Procurer shall call for the bids adopting a single stage, two part (Technical Bid & Financial Bid), bidding process to be conducted preferably through electronic mode (e-bidding). The technical bid shall be opened first. The financial bids of only those bidders who qualify in the technical bid evaluation stage, shall be opened. The Procurer will carry out e-reverse auction for selection of successful bidders, which will be specifically mentioned in the notice inviting bids and bid document. E-procurement platforms with a successful track record and with adequate safety, security and confidentiality features will be used. In case of a RE Park specific project, intimation about the initiation of the bidding process shall be given by the Procurer to the RE Power Park Developer, who has to engage actively in the bidding process by providing all the necessary land and infrastructure related details.
2. The Procurer shall invite the bidders to participate in the RfS for installation of BESS based Projects, in terms of these Guidelines.
3. The bidding documents including the RfS, draft BESPA and draft BESSA (if applicable), shall be prepared by the Procurer in consonance with these Guidelines. The Procurer shall also arrange the access of the bidders to the drafts of Implementation Support Agreement and land related agreements, in case the Project is required to be set up in a RE Park.
4. The Procurer shall publish the RfS notice in the Central/State Public Procurement Portal and/or its own website to accord wide publicity.
5. The Procurer shall provide opportunity for pre-bid conference to the prospective bidders, and shall provide written interpretation of the tender documents to any bidder which shall also be made available to all other bidders. All the concerned parties shall rely solely on the written communication. Any clarification or revision to the bidding documents shall be uploaded on the website of the Procurer for adequate information. In the event of the issuance of any revision or amendment of the bidding documents, the bidders shall be provided a period of at least 7 days there from, for submission of bids.

D. REQUEST FOR SELECTION (RFS) DOCUMENT

The standard provisions to be provided by the Procurer in the RfS shall include the following:

1. Bid Responsiveness

The bid shall be evaluated only if it is responsive and satisfies conditions including inter-alia:

(a). Bidder or any of its Affiliates should not be a wilful defaulter to any lender;

(b). 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

2. Qualification requirements to be met by the bidders

a) **General Eligibility Criteria:** Bidders participating in the tenders issued under these Guidelines should 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.

b) **Technical Eligibility Criteria:** The Government would like to encourage competition by way of increased participation. However, in order to ensure proper implementation of the Projects, the Procurer may choose to specify Technical Eligibility Criteria such as past experience of the bidders, timely execution of infrastructure projects, etc. Such criteria should be set after an assessment of the number of project developers that are expected to meet the criteria so that an adequate level of competition is achieved. Cut-off date for meeting the technical criteria should generally be kept as the last date of bid submission.

c) **Financial Eligibility Criteria:**

i. Net-worth/Asset Under Management (AUM) or Investible Funds: The Procurer shall specify financial criteria in the form of net-worth as a part of the qualification requirement. The net-worth requirement should be at least 20% (twenty per cent) of the estimated capital cost of the Project, for the financial year in which bids are issued. The estimated capital cost of the Project will be determined by the Bidding Agency .In case of the Bidder being a SEBI registered AIF, the cumulative value of Assets Under Management (AUM) with minimum requirement as decided by the Procurer/Intermediary Procurer shall be demonstrated as part of Financial Eligibility Criteria. In this context, AUM shall mean the amount as certified by the Statutory Auditor of the AIF.

The net-worth/value of AUM to be considered for the above purpose will be the cumulative net-worth of the bidding company/AIF or 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.

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

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

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

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

ii. Liquidity: It is necessary that the bidder has sufficient cash flow/ internal accruals/ bank references to manage the fund requirements for the Project. The Procurer may also stipulate suitable parameters such as annual turnover, PBDIT, internal resourcegeneration, bank references/line of credit, etc.

E. BID SUBMISSION AND EVALUATION

1. Formation of consortium shall be permitted, in which case the consortium shall identify a lead member which shall be the contact point for all correspondences during the bidding process.
2. The Bidding Agency will specify suitable technical and financial eligibility criteria for the bidders, in the tender documents.

3. The Procurer shall constitute a committee for evaluation of the bids (Evaluation Committee), with at least three members, including at least one member with expertise in financial matters / bid evaluation.
4. The bidders may be required to submit non-refundable processing fee and/or success fee, as specified in the RfS.
5. The bidders shall be required to submit separate technical and price bids. The bidders shall also be required to furnish necessary bid-guarantee in the form of an EMD along with the bids.
6. The technical bids shall be evaluated to ensure that the bids submitted meet the eligibility criteria set out in the RfS document on all evaluation parameters. Only the bids that meet the evaluation criteria set out in the RfS shall be considered for further evaluation on the price bids.
7. To ensure competitiveness, the minimum number of qualified Bidders should be two. If the number of qualified bidders is less than two, even after three attempts of bidding, and the Procurer still wants to continue with the bidding process, the same may be done with the consent of the Appropriate Commission.
8. The price bid shall be liable to be rejected, if the bid submitted by the Bidder contains any deviation from the tender conditions.
9. **Bid evaluation methodology to be adopted by the Procurer for evaluating the bids:** Bid Evaluation shall be carried out in terms of parameters as brought at Clause B2 above through ranking of Bids in ascending order of the Bidding Parameter, the Bidding Agency will carry out electronic reverse auction for award of Projects.
10. The detailed procedure for evaluation of the bid and selection of the successful bidder(s) shall be provided for in the RfS.

F. INDICATIVE TIME TABLE FOR BID PROCESS

The bidding process should be completed within 3 months of the date of issuance of RfS by the Procurer. It is clarified that if the Procurer gives extended time for any of the events in the bidding process, on account of delay in achieving the activities required to be completed before the event, or any other reason, such extension of time shall not in any way be construed as deviation from these Guidelines.

G. CONTRACT AWARD AND CONCLUSION

1. After the conclusion of bidding process, the Evaluation Committee constituted for evaluation of bids shall critically evaluate the bids and certify as appropriate that the bidding process and the evaluation has been conducted in conformity to the provisions of these Guidelines.
2. The BESPA shall be signed with the successful bidder/project company or an SPV formed by the successful bidder.
3. The BESPA shall be executed between BESSD and Procurer. In case of involvement of the Intermediary Procurer, BESPA shall be executed between the BESSD and Intermediary Procurer and the BESSA shall be executed between the Intermediary Procurer and the End Procurer. The BESPA(s) should preferably be signed immediately after signing of the BESSA(s).
4. The Intermediary Procurer shall enter into the Battery Storage Purchase Agreement (BESPA) / Power Purchase Agreement with the Developer(s) and enter into a Battery Storage Sale Agreement (BESSA) /Power Sale Agreement with the distribution licensee(s)/ consumer(s). The BESSA shall contain the relevant provisions of the BESPA on a back-to-back basis. The Intermediary Procurer shall be entitled to charge trading margin of seven paise/kWh or 0.5% of the Capacity Charges (as applicable) from the Buying entity / Procurer for purchase and sale of such energy/capacity..
5. As long as the Intermediary Procurer follows these Guidelines for procurement of BESS, the End Procurer(s) shall be deemed to have followed these Guidelines for procurement of such power. The power procurement for Distribution licensees in some States is centralized through a holding company or another government agency. Such companies/ agencies will be considered as Procurer and not as Intermediary Procurer for the purposes of these Guidelines.
6. In case of delay in signing of BESPAbeyond 6 months from the date of issuance of LoAs, or any other extended date as mutually agreed between the Bidding Agency and the successful bidders, the awarded capacity shall stand cancelled. In certain cases, after the above deadline, if the cumulative capacity eligible for signing of BESPAs is lower than the cumulative capacity awarded under the tender, further

course of action will be decided by the Bidding Agency, which will be clearly specified in the tender document.

7. For the purpose of transparency, the Procurer shall, after the execution of the BESPA, publicly disclose the name(s) of the successful bidder(s) and the tariff / charges quoted by them together with breakup into components, if any. The public disclosure shall be made by posting the requisite details on the website of the Procurer for at least 30 (thirty) days.

8. Subject to provisions of the Act, the distribution licensee or the Intermediary Procurer, as the case may be, should approach the Appropriate Commission for adoption of tariffs (including capacity charges, if applicable) discovered and quantum of capacity / electricity to be procured, within30 days of issuance of Letter(s) of Award to the successful bidder(s). In case the tariff (including capacity charges, if applicable) adoption procedure requires signed BESPA to be submitted alongwith, the above timeline may be extended suitably.

9. In some cases, the Intermediary Procurer/Procurer may also stipulate a fixed value as one of the components of a two-part tariff. In such cases, the above fixed part of the tariff need not require any tariff adoption by the Appropriate Commission, and will be deemed to be applicable under these Guidelines.

10. Subsequent to the End Procurer/Intermediary Procurer approaching the Appropriate Commission for adoption of tariffs, in case, the Appropriate Commission does not decide upon the same within 120 days from the Effective Date of the BESPA, the Procurer(s) shall grant appropriate extension of time in financial closure deadline and scheduled commissioning date to the BESSDs, corresponding to the delay (beyond 120 days of Effective Date of BESPA) in adoption by the Appropriate Commission, till the date of adoption by the Appropriate Commission.

H. BANK GUARANTEES/PAYMENT ON ORDER INSTRUMENTS/ LETTERS OF UNDERTAKING

1. The BESSD shall provide the following instruments to the Procurer in terms of the RfS and the BESPA:

   a. Earnest Money Deposit (EMD), to be fixed by the Procurer, but not to be more than 2% (two percent) of the estimated capital cost of the Project, for the financial year in which the bids are invited, to be submitted along with response to RfS. The Bidding Agency / Procurer shall have the option to specify modes / forms of accepting EMD, taking into due consideration the notifications/Government Resolutions notified by the Appropriate Government, in the form of:

      i. Bank Guarantee(s);

      OR

      ii. "Payment on Order instrument" / Letter of Undertaking to pay in case situation of default of BESSD in terms of BESPA arises, from any agency as notified by the Government of India or State Governments from time to time, for this purpose, to be furnished by the bidders. Forfeiture of EMD or blacklisting/debarring etc. as defined in these Guidelines, shall be undertaken in the event of failure of the BESSD to execute the BESPA within the stipulated time period.

      "Payment on Order instrument" means Letter of Undertaking from any agency as notified by the Government of India or State Governments from time to time for this purpose, to pay in case situation of default of Battery Storage System Developer(BESSD) in terms of tender documents and/or Battery Storage Purchase Agreement (BESPA) arises. Such Letter(s) will have same effect as that of a Bank Guarantee issued by any public sector bank. Such "Payment on Order instrument" would have terms and conditions similar to that of any Bank Guarantee given by any public sector bank and would promise to pay the Procurer on demand within stipulated time. BESSD can seek such Letters(s) by offering due security to the above mentioned three non-banking financial institutions mentioned above. Procurer(s) shall not accept the instrument of 'Letter of Undertaking' as described above or in any other form, from any other non-banking financial institutions or bank, except from the institutions as notified above.

   b. Performance Bank Guarantee (PBG),to be fixed by the Procurer, but not to be more than 5% (five percent) of the Project cost, for the financial year in which the bids are invited, to be submitted at the time of signing of the BESPA. The Bidding Agency / Procurer shall have the option to specify

modes / forms of accepting EMD, taking into due consideration the notifications/Government Resolutions notified by the Appropriate Government, in the form of:

i. Bank Guarantee(s);

OR

ii. "Payment on Order instrument" / Letter of Undertaking to pay in case situation of default of BESSD in terms of Power Purchase Agreement (BESPA) arises, from any agency as notified by the Government of India or State Governments from time to time for this purpose.

2. In addition to the other remedies, the PBG (or the alternative provided thereto as per these Guidelines) can be encashed to recover any damages/dues of the BESSD in terms of the BESPA. It is hereby clarified that the damages/dues recovered by the Intermediary Procurer by encashing the PBG, upon the default of the BESSD under the BESPA, shall be credited to the Payment Security Fund to be maintained by the Intermediary Procurer under Clause G, Section IV of these Guidelines. PBG (or alternatives provided thereto as per these Guidelines) would be returned after deducting liquidated damages (if any), to the BESSD within 45 days of commissioning of the Project. However, Procurer / Intermediary Procurer may choose to increase such period which shall not be more than 15 months from COD and shall be clearly specified in the Bidding Documents. In case of part commissioning, PBG/Payment on Order Instrument corresponding to the part capacity commissioned, should also be released after deducting liquidated damages (if any),within the time period as specified in Bidding Documents. As an alternative to encashment of PBG/Payment on Order Instrument, the Procurer/Intermediary Procurer may also provide an option to the BESSD to furnish the requisite amount to the Procurer/Intermediary Procurer through DD/electronic payment, against release of the PBG/Payment on Order Instrument concerned without any encashments.

3. Procurer(s) may release the Bank Guarantees submitted by BESSD as 'Performance Bank Guarantee (PBG)' of any project, if the BESSD is able to replace the same with "Payment on Order instrument" / Letter(s) of Undertaking as per Clause H.1.b.ii.above, to pay in case situation of default of the BESSD in terms of BESPA arises. BESSD can seek such Letters(s) by offering due security to the notified agencies for seeking replacement of their Bank Guarantees already pledged withthe Procurer.

I. TECHNICAL SPECIFICATIONS

Procurers shall promote commercially established and operational technologies to minimize the technology risk and to achieve the commissioning of the Projects. The detailed technical parameters, for type of RE projects covered and to be selected under these Guidelines, shall be specified by Ministry of Power from time to time. An indicative list of technical specifications is brought out in Appendix-2 to these Guidelines.

SECTION IV: IMPLEMENTATION OF THE PROJECT

A. BATTERY STORAGE PURCHASE AGREEMENT (BESPA)

The draft BESPA proposed to be entered into with the successful bidder and draft BESSA (if applicable) shall be issued along with the RfS. Standard provisions to be incorporated as part of this BESPA shall include inter alia the following, which, unless otherwise specified herein, shall be provided for, on a back-to-back basis in the BESSA.

1. **Term of the BESPA**

In view of the currently prevailing life cycle of Battery systems being used without replacement, the minimum term of the BESPA period should be 8 (eight) years from the Scheduled Commissioning Date (SCD)or the date of full commissioning of the Project, whichever is later. The BESSD is free to operate the plants after the expiry of the BESPA period, in case the arrangements with the land and infrastructure owning agencies, the relevant transmission utilities and system operators so provide. It is hereby clarified that in cases where the Project site is specified by the Procurer to be located either in a RE Park or otherwise, the responsibility of the Procurers to arrange for the land in terms of Clauses A.1.1.4 and A.1.1.5 of Section III of the Guidelines shall be limited for the BESPA period.

2. **Performance Parameters of the Project**

The procurement of power could either be in capacity (kW/MW) and/or energy (kWh/MWh) terms.

a) The bidding documents may specify performance parameters such as availability, charging/discharging rate, efficiency, ramp rate, etc. In case of availability being a performance parameter in a tender, in order to ensure the End Procurer's requirements are met, minimum availability to be maintained by the BESS should be specified in the RfS. Further, based on the specific usage of the BESS envisaged under the tender, the BESSD may be required to meet the minimum monthly and / or Annual Availability requirements, or to declare availability on a day-ahead basis. The minimum availability criteria to be met may also be limited to the specified hours in a day/peak hours in a day, on which the shortfall in meeting such criteria will be calculated. The hours of storage and the performance parameters may be decided by the Procurer.

b) Procurement of capacity (MW) and scheduling for energy

In case procurement is done for scheduling of energy in various time blocks, the Procurer will mention the capacity with clear conditions on "minimum availability to be provided by the BESSD and minimum off take energy schedule to be provided by the procurer". In such projects, the minimum off-take and availability should not be less than "xx%" of the contracted capacity.

- Availability based Capacity charge: Irrespective of scheduling of energy by the procurer, the Procurer shall pay the capacity charge for the capacity made available by the BESSD.
- If the BESS is charged by the Procurer, the BESSD will deliver the energy back after accounting for pre-specified conversion losses.
- If the energy also provided by the BESSD, the Procurer shall pay for the pre-quoted energy charge, for the energy supplied also. However, the Procurer would guarantee the minimum monthly and annual off take guarantee of power.
- Fixed charge: For the difference energy between the availability proposed by BESSD and scheduled by the Procurer, the Procurer shall pay pre-defined fixed charge which can be defined as xx % of the tariff."xx%" in the above provisions shall be determined as per the bidding documents.

c) **Liquidated Damages on account of shortfall in meeting performance criteria:** There will be liquidated damages payable for shortfalls against the performance parameters, the amount will be:

(i) On pro-rata basis for the shortfall below the committed capacity availability @ capacity charge or any number predefined in RfS.

(ii) On pro-rata basis for the shortfall in supply of committed energy at the tariff or any number predefined in RfS.

(iii) theBESSD shall pay for the Energy loss in excess of guaranteed parameter (as stipulated in the RfS Document) @ Tariff of input energy provided by the procurer or any number predefined in RfS.

(iv) For any performance deviations, related to the parameters for ancillary services, the predefined liquidated damages defined by the procurer in the RfS shall be levied.

(v) Any other Liquidated Damages as defined in the RfS Document

d) The amount of the liquidated damages as specified under the Bidding Documents or BESPA or in the BESSA is genuine and reasonable pre-estimate of the damages that may be suffered by the Procurer/Intermediary Procurer(s)..

3. **Replenishing**

The BESSDs will be free to replenish the battery capacity time to time during the BESPA duration at their cost and expense to meet the performance criteria. However, the Procurer will be obligated to buy power only within the performance range as specified in the BESPA and at the charges applicable as per the existing agreements. Provisions for treatment of excess supply (if any) shall be specified in the Bidding Documents to be issue by End Procurer / Intermediary Procurer. Change in Law compensation / payment shall be limited to the Contracted capacity only.

B. FINANCIAL CLOSURE

1. The BESSD shall attain the Financial Closure in terms of the BESPA, within the date which is 12 months of the Date of Signing of the Battery Energy Storage Purchase Agreement.However, if for any reason, the time period for attaining the financial closure needs to be reduced than that provided in these Guidelines, the Procurer can do the same.

2. Failing the aforesaid, the Procurer/Intermediary Procurer shall encash the PBG/POI unless the delay is on account of delay in allotment of land by the Procurer in terms of Clause A.1.1.4 and Clause A.1.1.5 of Section III of these Guidelines or delay in allotment of land by the Government not owing to any action or inaction on the part of the BESSD or is caused due to a Force Majeure. An extension for attainment of the financial closure can however be considered by the Procurer, on the sole request of the BESSD, on payment of extension charges of Rs. 1,000 per MW per day of delay in financial closure. This extension will not have any impact on the Scheduled Commissioning Date (SCD). Any extension charge paid so, shall be returned to the BESSD without any interest on achievement of successful commissioning of full Project capacity within the SCD. In other cases, such penalty / extension charges will be credited to the Payment Security Fund maintained by the Procurer / Intermediary Procurer.

3. Any delay in adoption of tariff by the Appropriate Commission, beyond 120 days after Effective Date of BESPA shall entail a corresponding extension in financial closure deadline.

C. COMMISSIONING

1. **Part Commissioning**

   a. 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 50 MW, whichever is lower, without prejudice to the imposition of penalty, in terms of the BESPA on the part which is not commissioned. For ISTS-connected Projects, the minimum part commissioning capacity for the 1st part will be 50 MW. The total number of instalments in which a Project can be commissioned will be not more than 3, i.e., 1stinitial instalment and 2 subsequent instalments. However, the Scheduled Commissioning Date (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 of minimum 8 years from the SCD or date of full commissioning of the Project capacity, whichever is later.

   b. In case of part-commissioning of the Project, the BESSD shall be required to submit documents/Lease Agreement to establish possession/right to use of the required land, corresponding to part capacity being commissioned, in the name of the BESSD for a period not less than the complete term of the BESPA, on or before the date of such part-commissioning.

   c. For capacity procurement contracts, in case of part-commissioning, payments as per the BESPA may be made on pro-rata basis, proportionate to the capacity commissioned. The procurement of part commissioned capacity will be based on the sole discretion of the procurer/intermediary procurer. If the procurer/intermediary procurer are not interested to consider procurement of the part capacity till commissioning, the part commissioned capacity will be allowed to sell in the open market till SCD

2. **Early Commissioning**

   The BESSD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCD subject to availability of transmission connectivity and/or open access, if applicable. In cases of early part commissioning, till SCD, the BESSD will be free to sell the electricity generated / battery capacity, to any entity other than the Procurer(s), provided that the first right of refusal will be vested with the Procurer(s). The Procurer(s) /Intermediary Procurer shall provide refusal within 15 (fifteen) days from the receipt of the request, beyond which it would be considered as deemed refusal. In cases of early commissioning of full Project capacity prior to SCD, in case the Procurer agrees to purchase such early commissioned power, the Procurer/Intermediary Procurer shall purchase the generation at BESPA/BESSA tariff, as applicable.

3. **Commissioning Schedule**

   a. The BESSD shall commission the Project, in terms of the BESPA, as per following timelines:

i. In case of Project capacity upto (and including) 250 MW, the Scheduled Commissioning Date (SCD), i.e., the maximum timeline for commissioning of Projects without any liquidated damages, shall be the date as on 18 months after the Effective Date of the BESPA.

ii. In case of Project capacity more than 250 MW, the SCD shall be the date as on 24 months after the Effective Date of the BESPA.

However, if for some reason, the scheduled commissioning period needs to be reduced than that provided in these Guidelines, the Procurer can do the same, subject to confirmation from CTU/STU regarding evacuation margins in ISTS/Intra-STS transmission system.

b. Subject to the provisions of these Guidelines regarding Force Majeure, delay in commissioning beyond the Scheduled Commissioning Date, shall involve liquidated damages levied on the BESSD, as detailed below:

i. For delay in commissioning upto9months after SCD, the BESSD shall be levied liquidated damages in the form of encashment of the PBG/POI on a per-day basis, pro-rata to the Contracted Capacity not commissioned. Payment of such liquidated damages could be done as follows:

- By direct payment of the damages of to the Procurer/Intermediary Procurer
- By encashment of the BG/POI

The BESSD would have the option of choosing between these two options and the time period for making this choice will be specified in the BESSA/BESPA.

ii. For delay in commissioning beyond 9 months after SCD, Contracted Capacity shall be reduced to the project capacity commissioned upto9monthsafter SCD, the entire Performance Guarantee will be encashed by the Procurer/Intermediary Procurer and the BESPA for the Project shall stand terminated for the balance un-commissioned capacity.

iii. However, if for some reason, the above period of liquidated damages needs to be reduced than that provided in these Guidelines, the Procurer can do the same.

c. Any delay in adoption of tariff (including capacity charges, if any) by the Appropriate Commission, beyond 120 days after Effective Date of the BESPA, shall entail a corresponding extension in SCD.

d. Land arrangements: It may be noted that commissioning/ part-commissioning of the Project will not be declared until the BESSD submits documents/ Lease Agreement to establish possession/ right to use of the required land, corresponding to full/ part capacity being commissioned, in the name of the BESSD for a period not less than the complete term of the BESPA, on or before the date of such full / part commissioning.

4. **Delay in Commissioning on account of delay in Connectivity/Grid Access Operationalisation:**

In certain Projects, Connectivity and Grid Access shall be required to be submitted by the BESSD prior to commissioning of the project. Subsequent to grant of connectivity, in case there is a delay in grant/operationalisation of Grid Access by the CTU/ STU and/or there is a delay in readiness of the ISTS/ InSTS substation at the Delivery Point/Injection Point, including readiness of the power evacuation and transmission infrastructure of the ISTS/ InSTS network until SCD of the Project, and it is established that:

i. The BESSD has complied with the complete application formalities as per the Connectivity Procedure,

ii. The BESSD has adhered to the applicable Procedure in this regard as notified by the CERC/ SERC/JERC/CTU/ STU, and

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

The above shall be treated as delays beyond the control of the BESSD and SCD for such Projects shall be revised as the date as on 30 days subsequent to readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of the Grid Access. Decision on requisite extension on account of the above factor shall be taken by Procurer / Intermediary Procurer.

D. COMMERCIAL OPERATION DATE (COD)

In case of part commissioning, Commercial Operation Date (COD) will be declared only for that part of project capacity. The Commercial Operation Date (COD) of the project [Project COD] shall be considered as the next day after the actual date of 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. Similarly, for each part commissioning, COD will be the next day after actual date of commissioning of the respective part capacity.

The BESSD shall obtain necessary safety clearances from the Central Electricity Authority/CEIG prior to commissioning of the Project.

Commissioning shall be as per the Commissioning Procedure as per provisions specified in the Bidding Documents.

E. TRANSMISSION CONNECTIVITY

1. The Project shall be designed for inter-connection with InSTS / ISTS substation, either directly, or through a Pooling Substation where other projects also inter-connect prior to the InSTS / ISTS substation, through a transmission network as per applicable regulations, at the appropriate voltage level, as specified by the Procurer/STU/CTU, in line with the applicable CERC/SERC Regulations. The entity responsible for the construction of the relevant transmission infrastructure shall be clearly specified in the bidding documents. Depending on the implementation arrangements and design of the evacuation system, the capital costs of the transmission lines and substations prior to the InSTS / ISTS substation may either be directly paid by the BESSD, or paid by the RE park developer or another implementation agency and claimed from the BESSD as directly attributed or apportioned and recovered in lump sum or as payments over the years.
2. In cases, where the Project site is not specified by the Procurer, the responsibility of getting Connectivity and Grid Access to the transmission system owned by the STU / CTU/ Transmission Licensee will lie with the BESSD and shall be at the cost of the BESSD. In this regard, the Bidding Agency, in consultation with the CTU/STU, may provide a list of substations, from which the bidders may choose the delivery points in a particular tender.
3. In cases, where the Project site specified by the Procurer is not in a RE Park, the Procurer could choose to require the BESSD to bear the responsibility and cost of getting Transmission Connectivity and Grid Access.
4. In cases where the Procurer specifies a RE Park, where the Project is to be located, damages, fines and charges imposed by the CTU/ STU under any statute or regulation in relation to delay in commissioning of Project shall be payable by the BESSD to the extent the delay is attributable to the BESSD and the balance shall be payable by the Procurer.
5. The benefit of waiver of Inter-State Transmission System (ISTS) charges and losses, if any, as per the extant regulations/directions in this regard, will be applicable on the Projects.
6. The Metering Point, which is the point at which energy supplied to the Procurer shall be measured, shall be the low voltage bus bar of the InSTS / ISTS substation at which the power is injected in the transmission system of STU/CTU or any additional point(s) as specified in the Bidding Document. Unless otherwise provided, the transmission of power up to the point of interconnection where the metering is done for energy accounting shall be the responsibility of the BESSD at his own cost.
7. In case of RE Park, the metering point (as specified in the Bidding Document) is the final evacuation InSTS / ISTS substation with which the internal transmission from all the pooling substations is connected. All expenses including but not limited totransmission / wheeling charges and losses etc. between the Project and the Metering Point shall be paid by the BESSD without any reimbursement by the Procurer. All expenses including 'transmission charges and losses' (if any) and 'wheeling charges and losses' in relation to the transmission and distribution beyond the Metering Point shall be borne by

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the Procurers, except as provided specifically in the RfS. Arrangements shall be put in place for billing by the RE Park Developer to the Projects/BESSDs or any other entity, as the case may be who may in turn, recover the same directly from the Procurer.

8. For interconnection with grid and metering, availing Open Access and commercial accounting & settlement, the BESSDs shall abide by the provisions of the CERC Regulations/Procedure & RE connectivity procedure and the various CEA Regulations/Standards including Grid Code, Technical Standards as issues by CEA in this regard, Grid Connectivity Regulations, Regulations on Communication System for transmission of electricity and other regulations (as amended from time to time) issued by Appropriate Commission and CEA.

9. The BESSD shall comply with CERC/ SERC/ JERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities applicable in this regard.

10. The transmission connectivity to the BESSD may be provided by the CTU/ STU, as the case may be, prior to commissioning of the project on the request of the BESSD, to facilitate testing and allow flow of infirm power generated into the grid, subject to existing conditions and such application should be made within the stipulated timeline as specified in the Applicable Regulations.

11. In case of BESS projects as transmission element, the project would planned in tandem with transmission network, and associated RE projects. In case of delay of RE projects associated in the associated network, the capacity charge payable to the to the BESS provider shall be levied on the RE project developers on pro-rata basis by intermediary procurer

F. COMPENSATION FOR OFFTAKE CONSTRAINTS

The Procurer may be constrained to reduce off-take of the power scheduled/offered by the BESSD on account of a Backdown and limited to such case, the applicable Compensation shall be as under.

1. **Compensation due to reducedofftake by the Procurer**

   a) BESSD shall not be eligible for any compensation in case of Capacity Contract. However, Capacity Charge / Tariff as per Agreement shall be paid to BESSD for such cases also.

G. PAYMENT SECURITY MECHANISM

The Procurer shall provide adequate payment security measures, as specified below.

1. **Scenario 1: Direct Procurement by End Procurer from BESSD**

   The Procurer shall provide payment security to the BESSD through:

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

      AND

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

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

   d. In addition to payment security as per clauses (a) & (b) above, the Procurer may also choose to provide **State Government Guarantee,** in a legally enforceable form, ensuring that there is adequate security to the BESSD, both in terms of payment ofenergy charges and termination compensation if any. This will not be applicable in case the Procurer is a transmission utility or a system operator.

2. **Scenario 2: Intermediary-Procurer procures from the BESSD and sells to the End Procurer**

   a. **<u>Payment Security by Intermediary Procurer to the BESSD:</u>**

      The Intermediary Procurer shall provide payment security to the BESSD through:

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

AND

ii. **Payment Security Fund**, which shall be suitable to support payment of at least 3 (three) months' billing of all the Projects tied up with such fund. For the purpose of this Payment Security Fund, the Intermediary Procurer will collect a non-refundable amount of Rs. 5.0 Lacs/MWh (Rupees Five Lacs per MWh) from the BESSD(s) as one of the routes for strengthening the Payment Security Mechanism pool. Such charges shall be stipulated clearly in the RfS and shall go to the Payment Security Fund (along with accrued interest) set up by the Government of India for such Intermediary Procurer.

b. **Payment Security by End Procurer to Intermediary Procurer:**

The End Procurer shall provide payment security to the Intermediary Procurer through:

i. **Revolving Letter of Credit (LC)** of an amount not less than 1 (one) months' average billing for the Project(s) under consideration.

OR

ii. **State Government Guarantee**, in a legally enforceable form, such that there is adequate security, both in terms of payment of energy charges and termination compensation if any [for the purpose of this clause, the Tri-Partite Agreement (TPA) signed between Reserve Bank of India, Central Government and State Government shall qualify as State Government Guarantee covering the security for payment of energy charges]. The Intermediary Procurer shall ensure that upon invoking this guarantee, it shall at once, pass on the same to the BESSD, to the extent the payments to the BESSD in terms of the BESPA are due. Provided that, in cases where the End Procurer is neither covered by Tri-Partite Agreement (TPA) nor is able to provide the State Government Guarantee, the following, shall be adopted:

In case a particular Procurer does not provide State Government Guarantee as part of the payment security, the LC amount will be enhanced to 2.1 times the average monthly billing.

iii. In addition to payment security as per clauses (i) & (ii) above, the End Procurer may also choose to provide **Payment Security Fund**, which shall be suitable to support payment of at least 3 (three) months' billing of all the Projects tied up with such fund.

It is hereby clarified that the State Government guarantee shall be invoked only after the Intermediary Procurer has been unable to recover its dues under the BESPA by means of the Letter of Credit and the Payment Security Fund, if any.

H. FORCE MAJEURE

1. Definition of Force Majeure

A 'Force Majeure' (FM) would mean one or more of the following acts, events or circumstances or a combination of acts, events or circumstances or the consequence(s) thereof, that wholly or partly prevents or unavoidably delays the performance by the Party (the Affected Party) of its obligations under the relevant BESPA, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices.

a) Act of God, including, but not limited to lightning, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, pandemic, cyclone, typhoon or tornado if it is declared / notified by the competent state / central authority / agency (as applicable), or verified to the satisfaction of Procurer; if a hydro power plant is a part of the package of the RE project to be set up the bidder, then in such case drought may be considered a relevant Force Majeure event for the hydro power plant component of the RE project.

b) Radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Power Project by the Affected Party or those employed or engaged by the Affected Party.

c) The discovery of geological conditions, toxic contamination or archaeological remains on the Project land that could not reasonably have been expected to be discovered through an inspection of the Project land and/or as per prudent industry practices.

d) Exceptionally adverse weather condition which are in excess of the statistical measure of the last hundred (100) years.

e) Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action, or Industry-wide strikes and labour disturbances, having a nationwide impact in India.

f) Nationalisation or any compulsory acquisition by any Indian Governmental Instrumentality/ State Government in national interest or expropriation of any material Project assets or rights of the BESSD, as a result of which the BESSD or its shareholders are deprived (wholly or partly) of their rights or entitlements under the BESPA. Provided that such action does not constitute remedies or sanctions lawfully exercised by the Procurer or any other Government Authority as a result of any breach of any of the Applicable Laws or the Applicable Permits by the BESSD or the BESSD related parties.

2. Force Majeure Exclusions

Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

a. Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Power Project;

b. Delay in the performance of any contractor, sub-contractor or their agents;

c. Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;

d. Strikes or labour disturbances at the facilities of the Affected Party;

e. Insufficiency of finances or funds or the agreement becoming onerous to perform; and

f. Non-performance caused by, or connected with, the Affected Party's: (i) Negligent or intentional acts, errors or omissions, or lack of due diligence expected from any prudent and rational human being; (ii) Failure to comply with an Indian Law; or (iii) Breach of, or default under this Agreement.

3. Notification of Force Majeure Event

a) The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than fifteen (15) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement. The Party who receives the Force Majeure Notification, shall take a decision on the claim of occurrence of Force Majeure Event, within 30 days of the receipt of the intimation, accompanied with supporting documents available with the Affected Party.

b) Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under the BESPA. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular (and not less than weekly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure Event.

c) The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the

performance of its rights or obligations under the BESPA, as soon as practicable after becoming aware of each of these cessations.

4. Performance Excused

a) The Affected Party, to the extent rendered unable to perform its obligations or part of the obligation thereof under the BESPA as a consequence of the Force Majeure Event, shall be excused from performance of the obligations, provided that the period shall not exceed 180 (one hundred and eighty) days from the date of issuance of the FM Notice, or any extended period as mutually agreed. The Parties may mutually agree to extend the period for which performance is excused due to a Force Majeure Event. However, in case of the FM continuing upto a period of 180 days or any extended period as mutually agreed, either Party has the right to terminate the BESPA.

b) For the time period, as mutually agreed by the Parties, during which the performance shall be excused, the BESSD shall be entitled for a day-to-day extension of the period provided for Financial Closure or Scheduled Commissioning Period or the BESPA period, as the case may be. The Term of the BESPA and BESSA will be suitably extended as per the above extension.

c) Provided always that a Party shall be excused from performance only to the extent reasonably warranted by the Force Majeure Event.

d) Provided further that, nothing shall absolve the Affected Party from any payment obligations accrued prior to the occurrence of the underlying Force Majeure Event.

5. No Liability for Other Losses

Save as otherwise provided in these Guidelines, no Party shall be liable in any manner, whatsoever, to the other Parties in respect of any Loss relating to or arising out of the occurrence or existence of any Force Majeure Event.

6. Resumption of Performance

During the period that a Force Majeure Event is subsisting, the Affected Party shall, in consultation with the other Parties, make all reasonable efforts to limit or mitigate the effects of such Force Majeure Event on the performance of its obligations under the BESPA. The Affected Party shall also make efforts to resume performance of its obligations under this Agreement as soon as possible and upon resumption, shall notify other Parties of the same in writing. The other Party shall afford all reasonable assistance to the Affected Party in this regard.

7. Termination Due to Force Majeure Event

a) If, prior to the completion of the 180-day period (or any extended period) for a Force Majeure Event commencing from the date of issuance of the Force Majeure Notice, the Parties are of the reasonable view that a Force Majeure Event is likely to continue beyond such 180-day period or any extended period agreed in pursuance of Clause 4 above (Performance Excused); or that it is uneconomic or impractical to restore the affected Unit, then the Parties may mutually decide to terminate the BESPA, and the termination shall take effect from the date on which such decision is taken.

b) Without prejudice to the provisions of Clause 7 (a) above, the Affected Party shall, after the expiry of the period of 180 days or any other mutually extended period, be entitled to forthwith terminate the BESPA in its sole discretion by issuing a notice to that effect.

c) On termination of the BESPA pursuant to Clause7(b):

i. In case of termination on account of an event listed as Force Majeure as per Clauses 1. (a), (b), (c) and (d) above, no Termination Compensation shall be payable to the BESSD.

ii. In case of termination at the instance of the BESSD, on account of an event listed as Force Majeure as per Clauses 1. (e) and (f)above, the Procurer will have the option to (but will not be obliged to) take-over the Project assets by paying the Debt Due. In case the Procurer chooses not to exercise the above option, and the same is not agreed to by the BESSD, it will result in a dispute as per the BESPA, and will be resolved as per the Dispute Resolution mechanism under the BESPA.

iii. The BESSD shall be eligible for undisputed payments under outstanding Monthly Bill(s), before the occurrence of Force Majeure Event.

8. The provisions of Force Majeure contained herein above related to the BESPA affecting the BESSD or the Intermediary Procurer, as the case may be, shall be read mutatis mutandi as the provisions of Force Majeure under the BESSA and the Force Majeure affecting the End Procurer under the BESSA shall be read as Force Majeure affecting the Intermediary Procurer under the BESPA and similarly the Force Majeure affecting the BESSD under the BESPA shall be read as Force Majeure affecting the Intermediary Procurers under the BESSA.

I. EVENT OF DEFAULT AND THE CONSEQUENCES THEREOF

While detailed provisions with regard to the event of default of the concerned parties and its resulting consequences shall be detailed in the BESPA/BESSA, this clause lays down the broad principles of contractually dealing with the default of the BESSD and the Procurers (excluding the Intermediary Procurer).

1. BESSD Event of Default and the consequences thereof

a) In the event the BESSD fails to supply power in terms of the BESPA, or assigns or novates any of its rights or obligations contrary to the terms of the BESPA, or repudiates the BESPA, or effectuates a change in control or shareholding of its promoters in breach of the provisions of the BESPA, or commits any other acts or omissions or commissions, as laid down in the BESPA and is also unable to cure any of the aforesaid within the cure period, as may be provided in the BESPA, the BESSD shall be construed to be in default.

b) Upon being in default, the BESSD shall pay to the Procurer, damages, equivalent to energy payments corresponding to the declared minimum performance criteria as per the BESPA for 6 (six) months, or balance BESPA period whichever is less, for its contracted capacity. The Procurer shall have the right to recover the said damages by way of forfeiture of bank guarantee, if any, without prejudice to resorting to any other legal course or remedy.

c) In addition to the levy of damages as aforesaid, in the event of a default by the BESSD, following sequence of events will be followed:

i. Project lenders will have the first right of substitution of the BESSD, within a specified time period.

ii. In case the lender is unable to substitute the BESSD within the above specified timeline, the Procurer will have the right (but will not be obliged) to takeover the Project assets, by paying to the BESSD, a compensation as mutually decided by the Procurer and the lender.

iii. In case the Procurer chooses not to exercise the above option, or the Procurer 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.

2. Procurer Event of Default and the consequences thereof

a) If the Procurer is in default on account of reasons including inter-alia failure to pay the monthly and/or supplementary bills within the stipulated time period or repudiation of the BESPA, the defaulting Procurer shall, subject to the prior consent of the BESSD, novate its part of the BESPA/BESSA to any third party, including its Affiliates within the stipulated period. In this case, the Procurer shall pay amount equivalent to 3 (three) months of energy billing based on the declared availability, or balance BESPA period, whichever is less, for its contracted capacity, with the Project assets being retained by the BESSD, and exit from the BESPA/BESSA. In case of direct procurement by the Procurer from the BESSD, the above payment will be made by the Procurer to the BESSD. In case of procurement of power through an Intermediary Procurer, the above payment will be made by the End Procurer to the Intermediary Procurer.

b) In the event the novation of the BESPA is not acceptable to the BESSD, or if no offer of novation of BESPA is made by the defaulting Procurer 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, the Procurer will pay to the BESSD, 'termination compensation' equivalent to 6 (six) months of energy billing corresponding to the declared availability, or balance BESPA period whichever is less, for its contracted capacity.

c) If the BESSD decides to discontinue the operation of the Project, it may require the defaulting Procurer 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.

d) In the scenario of procurement by more than one Procurer through an Intermediary Procurer under a single tender, the Intermediary Procurer may provide for suitable provisions to deal with default by one or more Procurers under their respective BESSAs.

e) In the event of termination of BESPA, any damages or charges payable to the STU/ CTU, for the connectivity of the plant, shall be borne by the Procurer.

Note: In all cases, the lenders may also step in where appropriate as provided in the financing documents.Further, in all cases, the defaulting Party will be required to pay the applicable compensation within 3 months from the due date of such payment, subsequent to which, the defaulting Party will be required to pay a monthly interest @1% of the compensation.

J. CHANGE IN LAW

1. In these Guidelines, the term 'Change in Law' shall refer to the occurrence of any of the following events, after the last date of the bid submission, which have a direct effect on the Project, leading to corresponding changes in the cost requiring change in tariff, and includes(i) a change in interpretation of any law by a competent court; or (ii) the enactment of any new law; or (iii) a change in any domestic tax, including duty, levy, cess, charge or surcharge by the Central Government, State Government or Union Territory administration leading to corresponding changes in the cost; or; or (iv) a change in any condition of an approval or license obtained or to be obtained for purchase, supply or transmission of electricity, unless specifically excluded in the agreement for the purchase, supply or transmission of electricity, which results in any change in the cost;. However, Change in Law/ Regulation shall not include (i) any change in taxes on corporate income or any change in any withholding tax on income or dividends, or (ii) change in respect of deviation settlement charges or frequency intervals by an Appropriate Commission. The term "law" in this provision, includes any Act, Ordinance, order, bye-law, rule, regulation, notification, for the time being in force, in the territory of India..

2. In the event a Change in Law results in any adverse financial loss/ gain to the BESSD/Procurer then, in order to ensure that the BESSD/Procurer is placed in the same financial position as it would have been had it not been for the occurrence of the Change in Law / Regulation, the BESSD/ Procurer shall be entitled to compensation by the other party, as the case may be. Compensation payment on account of such 'Change in Law' shall be determined and shall be effective from such date as may be decided by the Appropriate Commission.

3. **Compensation payable on account of Change in Law:**

a. In case of Change in Law taking place prior to commissioning of the Project, the compensation will be passed through on in the form of increase/decrease in the tariff, linked with increase/decrease in the Project cost, which will be automatically paid through the monthly energy billing. The pass through in this case shall be effective from date of commissioning of the Project. The bidding documents shall contain the appropriate formula/provision to calculate the applicable increase/decrease in the tariff.

b. In case of Change in Law taking place subsequent to commissioning of the Project capacity, and changes in taxes/duties/cess etc. are defined as a percentage or the ratio of the tariff, the changes will be automatically passed on as appropriate increment/decrement in the tariff, and will be paid through monthly energy billing.

c. In the above two cases, the pass through according to the formula stipulated in the BESPA, will come into effect automatically after 60 days of submission of the all the necessary documents by the affected party to substantiate its claim for relief under such change in law event.

d. Truing up of the calculations on account of the above Change in Law events will be done by the Appropriate Commission. In the event of any decision by the Appropriate Commission which modifies or cancels any changes in the tariff, recovery/additional payment of the amount already paid until then, will be done suitably.

e. In case of Change in Law during the operational period of the Project, and where such change is not applicable as an automatic modification in the tariff, suitable compensation will be provided as decided by the Appropriate Commission.

f. In case a Change in Law results in delay in commissioning, where cause and effect between these two can be clearly established, the Procurer may provide suitable extension to financial closure and commissioning deadlines of the Project.

K. MINIMUM PAID UP SHARE CAPITAL TO BE HELD BY THE PROMOTER

1. The successful bidder, if being a single company, shall ensure that its shareholding in the SPV/ project company executing the BESPA shall not fall below 51% (fifty-one per cent) at any time prior to Commercial Operation Date (COD). 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. Further, in case the Project is executed by the successful bidder itself, it shall ensure that the controlling shareholding of the bidding company/consortium remains unchanged until the COD.The successful bidder shall provide the information about its shareholding to the Procurer before signing of the BESPA with Procurer.

2. Any change in the shareholding after the COD can be undertaken under intimation to Procurer.

3. In the event the BESSDis in default to the lender(s), lenders shall be entitled to undertake "Substitution of Promoter" in concurrence with the Procurers.

L. CONSTRUCTION & PERFORMANCE MONITORING

All grid-connected projects, covered under these Guidelines, must install necessary equipment to continuously record the Project's performance. The BESSD will be required to submit this data to Authorities / Agencies as specified in the RfS Document, online for the entire duration of BESPA. In this regard, they shall also mandatorily grant access to Procurer and MNRE or any other designated agency, to the remote monitoring portal of the power plants on a 24×7 basis. Geo-tagging of the Projects shall be mandatory.

M. ROLE OF STATE NODAL AGENCIES AND OTHER FACILITATORS

The State Nodal Agencies appointed by respective State Governments will provide necessary support to facilitate the required approvals and sanctions in a time bound manner so as to achieve commissioning of the projects within the scheduled timeline. This may include facilitation in the following areas:

i. Co-ordination among various State and Central agencies for speedy implementation of projects.

ii. Support during commissioning of projects.

SECTION V: MISCELLANEOUS PROVISIONS

A. DEVIATION FROM PROCESS DEFINED IN THE GUIDELINES

In case there is any deviation from these Guidelines, the same shall be subject to prior approval by the Appropriate Government.

B. DISPUTE RESOLUTION MECHANISM

The Government of India can issue suitable orders providing for a dispute resolution mechanism at the Centre and request the State Government to consider such a mechanism at the State Level. These dispute Resolution Mechanisms will be additional forums beyond the provisions of the law and can be used by the relevant parties at their option.

C. APPLICABLE LAWS AND REGULATIONS

All activities / procurement being undertaken under these Guidelines will be subject to applicable laws and regulations of the Government, as amended from time to time.

Appendix-1

Notes regarding timelines indicated at Clauses 1.4 and 1.5 of Section III of these Guidelines

a) Lease/Right to use tenure should ideally be at least concurrent with Term of the BESPA. However, lesser lease period may be allowed depending on the applicable laws in the respective States. In such cases, failure by government entities to extend the land lease/ right to use should be included as a Force Majeure event that would require compensation to be paid by the Procurer to the BESSD, provided the above event results in the Project not being allowed to operate.

b) Payment schedule for payment of land lease/rental charges by the BESSD, will be clearly specified in the RfS/BESPA documents and changes from the above schedules will not be considered as a deviation from these Guidelines that requires approval.

c) In case of site identified by the Procurer, if a particular milestone is not within the operational domain of the Procurer, the Procurer will on best endeavour basis, support the facilitation in securing necessary approval from the concerned authorities within the above timelines.

d) In case of Projects being set up in an RE Park, the timelines for fulfilment of obligations by the RE Park Developer as identified above may be required to be aligned with the timelines as provided in the respective RE Park Guidelines issued by the Government of India.

e) In case of Projects being set up in an RE Park, the above timelines will form part of the Land Lease Agreement/Right to Use Agreement to be executed between the BESSD and Park Developer. There will be another Agreement executed between the two entities, called as "Implementation Support Agreement (ISA)", which will clearly specify, among other items, roles and responsibilities of each Party of the Agreement. The facilities to be provided by the Park developer in line with the applicable RE Park Guidelines will be clearly identified in the above Agreement, and milestones of essential and non-essential infrastructure activities to be undertaken, along with additional payment terms, if any, to be indicated without any ambiguity.

f) In both the above scenarios, delay in fulfilment of any milestone under the obligation of the Procurer/Park Developer, will result in suitable extension of BESPA signing, FC and SCD deadlines. The same will be suitably brought out in the RfS, BESPA, ISA and Land Lease Agreements.

g) In case of delay in payment by the BESSD towards its obligations, the respective Agreements will stipulate the applicable liquidated damages to be levied on the BESSD.

h) In case of delay in signing of any Agreement and/or delay in making payments due to the reasons solely attributable to the BESSD, there will not be any extension in the Project milestones.

Appendix-2

Technical Parameters of BESS, BESS Characterization and Performance Parameters

A. Codes and Standards

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

Standard	Description	Certification Requirements
IEC 62485-2	Safety requirements for secondary batteries and battery installations - to meet requirements on safety aspects associated with the erection, use, inspection, maintenance and disposal: Applicable for Lead Acid and NiCd / NiMH batteries	Applicable only for Lead Acid and NiCd / NiMH batteries
UL 1642 or UL 1973, Appendix E (cell) or IEC 62619 (cell) + IEC 63056 (cell)	Secondary cells and batteries containing alkaline or other non-acid electrolytes - Safety requirements for secondary lithium cells and batteries, for use in industrial applications	Required for Cell
UL 1973 (battery) or (IEC	Batteries for Use in Stationary, Vehicle	Either UL 1642 or

62619 (battery) + IEC 63056 (battery))	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	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
Power Conditioning Unit Standards for BESS		
IEC 62909-1	Bi-directional grid connected power converters - Part 1: General requirements	
IEC 62909-2 (if applicable)	Bi-directional grid-connected power converters - Part 2: Interface of GCPC and distributed energy resources	
IEC 61683 Ed.1	Photovoltaic systems - Power conditioners - Procedure for measuring efficiency	
IEC 61000-6-2 Ed. 2	Electromagnetic compatibility (EMC) - Part 6-2: Generic standards - Immunity standard for industrial environments	
IEC 61000-6-4 Ed. 2.1	Electromagnetic compatibility (EMC) - Part 6-4: Generic standards - Emission standard for industrial environments	
IEC 62116 Ed. 2	Utility-interconnected photovoltaic inverters - Test procedure of islanding prevention measures	
IEC 60068-2-1:2007	Environmental testing - Part 2-1: Tests - Test A: Cold	
IEC 60068-2-2:2007	Environmental testing - Part 2-2: Tests - Test B: Dry heat	
IEC 60068-2-14:2009	Environmental testing - Part 2-14: Tests - Test N: Change of temperature	
IEC 60068-2-30:2005	Environmental testing - Part 2-30: Tests - Test Db: Damp heat, cyclic (12 h + 12 h cycle)	

B. General Specifications

1. **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.
2. **Other Sub-systems/Components:** Other subsystems/components used in the BESS must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance.
3. **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.
4. **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.

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

C. Performance Monitoring

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

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

b. The SPDs shall provide access to the concerned authorities/organisations or their authorized representatives for installing any additional monitoring equipment to facilitate on-line transfer of data.

c. All data shall be made available as mentioned above for the entire duration of the Contract.

d. The plant SCADA should be OPC version 2.0a (or a later version including OPC UA) compliant and implement appropriate OPC-DA server as per the specification of OPC Foundation. All data should be accessible through this OPC server for providing real time online data (BESS parameters) to the concerned authorities/organisations. This time series data shall be available from the Project SCADA system to facilitate monitoring and should include among others as stated before, parameters to facilitate daily, monthly and annual report for performance monitoring.

e. Web-based monitoring should be available, which should not be machine dependent. The 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.

D. Safe Disposal of unit Batteries from the BESS

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

GHANSHYAM PRASAD, Jt. Secy.

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SURENDER MAHADASAM

21

No. 23/26/2021-R&R
Government of India
Ministry of Power
***

Shram Shakti Bhawan, Rafi Marg,
New Delhi, 29th January, 2022

To

1. Secretary, MNRE, New Delhi.
2. The Chairperson, CEA, R K Puram, New Delhi.
3. ACS/Principal Secretaries/Secretaries (Power/Energy) of all State Governments/UTs.
4. Secretaries of All State Electricity Regulatory Commissions/JERCs.
5. CMD/MDs of all Gencos/Discoms/Transcos.
6. Secretary, Central Electricity Regulatory Commission (CERC), New Delhi.
7. CMD/MDs of all CPSUs under administrative control of Ministry of Power& MNRE.

Sub:- Clarification regarding usage of Energy Storage System(ESS) in various applications across the entire value chain of Power Sector-Reg

Sir,

In the ambitious journey of installing 175 GW of Renewable Energy by 2022 &500 GW of capacity from Non-fossil sources by 2030, India has already achieved installation of 150 GW of RE capacity. To meet this target, it is pertinent to plan for optimum utilization of resources and selection of right resource mix to meet the projected energy demand of the country maintaining the energy security of the country.

2. In order to integrate large volumes of Renewable Energy, Energy StorageSystem(ESS)is essential. Energy Storage System may be Battery Energy Storage System or Pumped Hydro Energy Storage System or phasechange energy systemincluding energy storage in the form of Green Hydrogen or Green Ammonia.Energy Storage System (ESS) can play an important role in grid balancing in the wake of large scale penetration of renewable energy in the power system. It can provide fast response / ramping up or down/peaking support, thereby enabling flexibility in the system operation, firming up of RE sources, energy shifting, enabling optimum / higher utilization of transmission network, enabling transmission and distribution capex deferral, arbitrage, peak shifting etc.

3. Various stakeholders have been seeking clarifications about its status ie whether it is under generation or transmission or distribution. It is clarified as follows:

(i) The ESS is a part of the power system defined under sub-section (50) of Section 2 of the Electricity Act, 2003.

(ii) ESS can be utilised either on standalone basis or in complementarity with generation, transmission and distribution. ESS shall be accorded status based on its application area i.e. generation, transmission and distribution.

(iii) ESS can be utilised as generator, grid element or network asset. These assets can be developed, owned, leased and operated by a generating company or a transmission licensee or a distribution licensee or a system operator or a standalone energy storage service provider. When an ESS is owned and operated by and co-located with a generating station or a transmission licensee or a distribution licensee, it will have the same legal status as that of the owner. If such an ESS is not co-located with, but owned and operated by, the generating station or distribution licensee, the legal status shall still be that of the owner but for the purpose of scheduling and dispatch and other matters it will be treated at par with a standalone ESS.

(iv) The developer/owner of the ESS may sell / lease / rent out the storage space in whole or in part to any utility engaged in generation or transmission or distribution; or to a Load Despatch Centre. The owner of the ESS may use part / whole of the storage space himself to buy and store electricity and sell the stored electricity at a later time/date.

(v) The standalone ESS shall be a delicensed activity at par with a generating company. If the owner / developer seek to operate the ESS on a standalone basis it will be registered with the Authority (The Central Electricity Authority), giving the capacity and the location. It will also need to comply with rules regarding safety etc. as laid down by the Authority. The capacity shall be verified by the Authority.

(vi) A standalone ESS shall be granted connectivity under the Electricity (Transmission System Planning, Development and Recovery of Inter-State Transmission Charges) Rules 2021.

Yours faithfully,

(Ghanshyam Prasad)
Joint Secretary to the Govt. of India
Tel: 2371 0189

Copy for information to:-

1. PS to Hon'ble Minister of Power & NRE, APS to Hon'ble MoSP, Sr. PPS to Secretary, MoP.
2. All Additional Secretaries, Ministry of Power.
3. All Joint Secretaries/Economic Adviser/CE, Ministry of Power.

Copy to:- Technical Director, NIC for uploading in Ministry's Website under 'New Notices' with the heading of **"Clarification regarding usage of Energy Storage System (ESS) in various applications across the entire value chain of power Sector".**

Annexure B

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Request for Selection (RfS) Document for setting up of Pilot Projects of 500 MW/1000 MWh Standalone Battery Energy Storage Systems in Gujarat under Tariff-Based Global Competitive Bidding (Phase-I)

RfS No. GUVNL/BESS/Phase I dated 10.08.2022

Tender Search Code on ISN-ETS: GUVNL-2022-TN000012

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

DISCLAIMER

1. Though adequate care has been taken while preparing the RfS document, the bidder(s) 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 Gujarat Urja Vikas Nigam Limited (GUVNL) immediately. If no intimation is received from any bidder within **20 (Twenty) days from the date of issuance of RfS documents,** it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).
2. GUVNL reserves the right to modify, amend or supplement this RFS document including the draft PPA.
3. While this RfS document has been prepared in good faith, and on best endeavor basis,neither GUVNL nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.
4. This RfS is not an agreement and is neither an offer nor invitation to the prospective bidders or any other person. The purpose of this RfS is to set the terms for the selection process and to provide Bidders with information that may be useful to them in preparation and submission of their Bids.
5. The bidder shall bear all its costs associated with or relating to the preparation and submission of its bid, including but not limited to preparation, copying, postage, delivery fees or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the bidder and the authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation of submission of the bid, regardless of the conduct or the outcome of the bidding process.
6. In case of any discrepancy in the documents uploaded on the websites of GUVNL and ISN-ETS, the documents uploaded on the ISN-ETS website will prevail.

Place: Vadodara

Date:10.08.2022

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 1000 MWh (500 MW x 2 hrs) Battery Energy Storage Systems in Gujarat for "on Demand" usage under Tariff-based Competitive Bidding (Phase-I) 2. The Projects will be set up under "BOO" model.
(B)	**RfS NO. & DATE**	GUVNL/BESS/Phase I dated 10.08.2022
(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 **mandatorily through NEFT/ RTGS** transfer in the account of GUVNL.

(G)	**DOCUMENT PROCESSING FEE**	Rs. 15 Lakh + 18% GST for total Project capacity quoted by each bidder, shall be submitted **mandatorily through NEFT/ RTGS** transfer in the account of GUVNL.
(H)	**EARNEST MONEY DEPOSIT (EMD)**	Amount of INR 7,40,000/- (Indian Rupees Seven Lakh andForty Thousand only) per MW shall be submitted in the form of Bank Guarantee.
(I)	**PERFORMANCE BANK GUARANTEE**	Bidders selected by GUVNL based on this RfS shall submit Performance Bank Guarantee(PBG) for a value @ **INR 11,10,000/MW** (Rupees Eleven Lakhs and Ten Thousand only/MW), prior to signing of BESPA as per terms of RfS.
(J)	**PRE-BIDMEETING**	To be held through VC as per date & time mentioned on ETS portal. Bidders shall submit their queries on or before to GUVNL through email.
(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.
(N)	**CONTACT DETAILS OF ISN-ETS Portal**	M/s **Electronic Tender.com (India) Pvt. Ltd.** Gurugram Contact Person: ISN-ETS Support Team Customer Support: +91-124-4229071,4229072 (From 10:00 Hrs to 18:00 Hrs on all working Days i.e. Monday to Friday except Govt. Holidays) Email: support@isn-ets.com

(O)	**Name, Designation, Address and other details** **(For Submission of Response to RfS)**	Sailaja Vachhrajani General Manager (RE & IPP) Gujarat Urja Vikas Nigam Ltd Sardar Patel Vidyut Bhavan, Race Course, Vadodara-390007 Tel No. 0265-2340289, 0265-2310582 / 83 / 84 / 85 / 86 Website-www.guvnl.com
(P)	**Details of persons to be contacted in case of any assistance required**	1) Sailaja Vachhrajani General Manager (RE &IPP) Phone No: +919879200656 Email ID: gmipp.guvnl@gebmail.com 2) Parthik Joshi Deputy Chief Accounts Officer Phone No: +919979536445 Email ID: aocom.guvnl@gebmail.com 3) Kandarp Mistry Deputy Engineer Phone No: +919687663051 EMAIL ID: deipp@gebmail.com
(q)	Bank Account, GST and PAN details of GUVNL	Name of Bank – State Bank of India Bank Account No. – 10565103714 IFSC Code - SBIN0001946 GST No. : 24AACCG2861L1ZK PAN: AACCG2861L

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

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

and the details only will be available from *https://www.bharat-electronictender.com*

SECTION 1. INTRODUCTION & INVITATION FOR BIDS

1 *Background & Introduction*

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

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

2.2 With respect to increasing the storage component in the energy mix, CEA's Report on identification of usage of storage as business case and for ancillary services, identifies Pumped Hydro Storage System (PSP)and Battery Energy Storage Systems (BESS) as the commercially deployed solutions for providing requisite storage capacity. The CEA Study has revealed that the planning model selects the battery energy storage system from the year 2027-28 onwards and a Battery Energy Storage capacity of 27,000 MW/108,000 MWh (4-hour storage) is projected to be part of the installed capacity in 2029-30. This will be in addition to 10,151 MW of Pumped Hydro Storage System envisaged to be a component of India's installed capacity in 2029-30.

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

2.4 GUVNL seeks to utilize energy storage systems, on a "On-Demand" basis, suited to the requirements of the State DISCOMs during the peak and off-peak hours. In view of the above, GUVNL hereby wishes to invite proposals for setting up of Pilot Projects of Standalone Battery Energy Storage Systems (BESS) connected with the State Grid, for an aggregate storage capacity of 1000 MWh (500 MW x 2 hrs) with complete 2 cycles charging/discharging operation of BESS. GUVNL shall enter into a Battery Energy Storage Purchase Agreement (BESPA) with the successful Bidders selected based on this RfS, for providing Energy Storage facility to GUVNL as per the terms, conditions and provisions of the RfS and BESPA.

2.5 Battery Energy Storage System Developers (hereinafter referred to as BESSDs) selected by GUVNL based on this RfS, shall set up the BESS on Build Own Operate

(BOO) basis in accordance with the provisions of this RfS document and standard BESPA. BESPA formats shall be available for download from the ISN-ETS portal https://www.bharat-electronictender.com.

2.6 (Not used)

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

2.8 Already commissioned projects cannot be considered under this RfS. Projects under construction or projects which are not yet commissioned will, however, be considered, in case these projects are not already accepted under any other Central or State Schemes. Enhancement and augmentation of already commissioned Projects, irrespective of their capacities will not be considered as eligible Project under this scheme. The battery capacity being installed under this tender cannot be used by the developer as part of the installed Project capacity demonstrated under any other tender concluded by any Central or State Agency as on the last date of bid submission of this RfS.

2.9 Guidelines for Implementation of the RfS

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

3 *Invitation for Bids*

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

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

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

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

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

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

RfS documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from the ISN-ETS Portal or from GUVNL's website. It is mandatory to download official copy of the RfS Document from Electronic Tender System (ISN-ETS) Portal to participate in the Tender. Any amendment(s)/corrigendum(s)/clarification(s) with respect to this RfS shall be uploaded on ISN-ETS website. The Bidder should regularly check for any Amendment(s)/Corrigendum(s)/Clarification(s) on the above mentioned ISN-ETS website. The same may also be uploaded on GUVNL's website. However, in case of

any discrepancy, the information available on ISN-ETS website shall prevail.

3.5 NOT USED

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

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

3.8 Interpretations

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

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

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

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

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

SECTION 2. SPECIAL CONDITIONS OF CONTRACT

4 *Scope of Work*

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

4.2 Setting up of the BESS and interconnection of the BESS with the State Transmission Network will beunder the scope of the BESSD. This RfS is technology agnostic on the nature of battery storage system being opted by the BESSD, as long as it meets the definition of BESS under this RfS and the required performance criteria under the RfS and BESPA. Further the BESSD shall adopt commercially established and operational technologies to minimize technology risks and further shall comply with the Codes and Standards as specified in the Guidelines.

4.3 The BESS shall be charged by drawing power from GETCO network in accordance with the dispatch instructions issued by SLDC. Charging and discharging of the system will be under the scope of GUVNL.

4.4 After the expiry of the Term of the BESPA, the term may be extended with mutual consent in line with the provisions of the RFS and BESPA.

5 *Total capacity offered and Project sizing*

5.1 Selection of BESS Projects for a total capacity of 1000 MWh will be carried out through e-bidding followed by e-Reverse Auction process. The minimum bid size shall be 80 MWh i.e. 40 MW x 2 hours

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

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

6 *Maximum Contracted Capacity Allocation for a Bidder*

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

6.1 The total capacity of 500 MW/1000 MWh shall be set up at locations, as shown in Annexure-E. A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a Project Capacity of either one project or multiple projects out of total capacity of 500 MW / 1000 MWh in the prescribed formats.

Land shall be provided through Sub-Lease/Right-to-Use basis by GETCO to the developer, at an annual lease charge of Re 1 per plot. The L1 Bidder as discovered after the e-Reverse Auction, shall have the first right followed by other bidders based on ranking, to select a location for its allocated Project, from the multiple locations offered in the Rfs.

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

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

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

7 *Project Location*

7.1 The total Project capacity of 500 / 1000 MWh shall be located in the vicinity of Substations of the STU network as per information mentioned in Annexure-E, in the State of Gujarat. Land identification and allocation for the Projects will be under scope of the GETCO i.e. Transmission licensee owning the identified substation. Land will be provided on lease/right-to use basis to the BESSD at annual lease charge of Re._____per plot through suitable agreement with GETCO, and the same shall be facilitated by GUVNL. Project land details are enclosed herewith at Annexure-E. The Successful Bidders after the e-Reverse Auction, shall have the first right to select a location in the order of their ranking, from the multiple locations offered in the Rfs, generally from the preferred location given by such Bidder, upfront at the time of the bid submission.

7.2 The above land area will be handed over to the BESSD within **60 days** from Effective Date of the BESPA. In case of any delay in providing clear possession of the identified land to the BESSD, not attributable in any manner to the BESSD, the Financial Closure and Commissioning milestones will be suitably extended.

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

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

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

(d) Contact details of concerned officers from GETCO for the site visit are as follows

(i) Shri P P Munsif, Chief Engineer (TR)- 99252 08070

(ii) Shri N J Rathod, Additional Chief Engineer (TR) - 9925208075

8 *Connectivity with the Grid*

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

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

***Important Notes:**

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

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

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

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

8.4 Metering arrangement of each project shall have to be adhered to in line with relevant clause of the BESPA. Pooling of Projects will not be allowed under this RfS.

8.5 The BESSD shall comply with GERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable from time to time. The scheduling of the power to/from the project as per the applicable regulation shall be decided by GUVNL. However, any DSM penalties due to violation of the schedule of charging or

discharging of the BESS at BESS end shall be to the account of the BESSD. In order to remove potential discrepancies and ambiguities, the BESSDs are hereby instructed that, as part of scheduling of power to/from the Project, they will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces of the SLDC / RLDC concerned for the corridor of power flow, including the GETCO, as per the Regulations in force, under intimation to GUVNL. GUVNL may facilitate in identification of any discrepancy and assist the BESSD for its early rectification without any liability on GUVNL/GETCO. The BESSD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices and shall have no recourse to GUVNL/GETCO under any circumstances.

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

8.7 Reactive power charges shall be on account of the GUVNL or BESSD as applicable, at their respective ends during charging and discharging, as per CERC/GERC regulations.

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

8.9 The BESSD shall be responsible for applying for connectivity for the Project for the Contracted Capacity. In case of modification in the applicable regulations and implementation of General Network Access (GNA) Rules subsequently, in case the GNA Rules & Regulations are applicable on the Projects under this tender, obtaining Grid Access shall be the responsibility of the entity as per the prevalent GNA rules.

9 *Performance Criteria of the Project*

9.1 Project performance parameters

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

b. For example, for the Project Capacity / Contracted Capacity of 150 MW, the BESPA shall entitle the off-taker to schedule discharge up to 300 MWh of energy from the BESS in each cycle, subject to the following:

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

Illustration: For a Project / Contracted Capacity of 150 MW/300 MWh, assuming an RtE of , 97.5% GUVNL shall supply charging power to the tune of 307.5 MWh, to expect a discharge of 300 MWh as per the desired schedule.

ii. Energy scheduled for discharge in a given cycle during a year shall be more than or equal to the Min. Dispatchable Energy Capacity at the End of Year as specified under clause 9.1 e. iv. in this Clause.

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

d. Power rating of the project capacity of 1000 MWh (500 MW x 2 hrs) BESS will be 500 MW, i.e., the maximum value of the active Output and Input Power at the Delivery Point. The Energy rating of 1000 MWh of the system will be the dispatchable capacity at COD of the system, as measured at the Metering Point. Terms and definitions of terminologies related to BESS shall be as defined in IEC 62933-2-1.

e. The BESSD shall make the BESS available for **2 operational cycles per day**, i.e. 2 complete charge-discharge cycles per day. Following provisions shall be applicable on the entire Project Capacity guaranteed to be off-taken by GUVNL:

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

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

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

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

where,

System Availability in a time-block=

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

where

a) i refers to the i^{th} time-block in the year where Scheduled Injection/Drawl $MU_i \neq 0$.

b) Actual Injection/Drawal MU_i is the Energy Scheduled for Charging/Discharging in the i^{th} time block, in MUs

c) Scheduled Injection/Drawal MU_i is the Energy Scheduled for Charging/Discharging in the i^{th} time block, in MUs

d) A and B shall be as per the DSM/UI Reports published by the SLDC or measurement at the Main ABT Meter at the Point of Interconnection.

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

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

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

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

System Roundtrip Efficiency =

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

Where,

j refers to the j^{th} month in a year;

$D \neq 0$;

$D <= 2 \times Ebess \times (MDn\text{-}1 - (MDn\text{-}1 - MDn) \times j/12) / RtE_g$;

Ebess refers to Energy Rating specified in Clause 9.1.b. above;

MDn-1 refers to minimum guaranteed dispatchable energy at the end of the previous year (as a % of Capacity at the COD specified in Clause 9.1.e.iv. below);

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

RtE_g refers to the guaranteed Round-Trip Efficiency under the BESPA;

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

Note:

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

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

Year	Min. Dispatchable Capacity at the end of Year (as a % of Capacity at the Beginning of Life/COD)
1	97.50%
2	93.75%
3	90.00%
4	86.25%
5	82.50%
6	78.75%
7	75.00%
8	71.25%

v. The nameplate ratings shall be achievable during discharge for the full range of environmental conditions at the project site when the battery is fully charged. In any case, the BESS shall be capable of being discharged at reduced power levels from that specified above. However, the energy discharged from the battery shall not require to be greater than the nameplate watt-hour rating specified herein.

vi. SLDC shall, in accordance with Applicable Laws and Regulations thereunder, issue instructions to the BESSD on behalf GUVNL for dispatch of electricity to the Grid during such period and in such volume as it may specify in its instructions. The BESSD shall clearly specify the maximum recovery times required to restore the BESS for functional availability between duty cycles. However, in no case, the same shall be more than 1 hour.

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

a. Maximum BESS recovery time as specified in this document
b. Grid Outages (duly certified to this effect by the Grid Operator)

c. Planned Maintenance Outage duly informed by the BESSD to the off-taker with at least one month's prior notice, subject to total no. of planned outage period being not more than 34 hours in a two-month period.

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

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

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

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

9.2 Shortfall in meeting Performance Criteria

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

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

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

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

where,

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

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

C is BESS Power Capacity;

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

n is the no. of months.

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

However, this damage shall not be applicable in events of Force Majeure identified under the BESPA with GUVNL, affecting the availability of the system. An illustration to this effect is enclosed at Annexure-D.

10 Commissioning of Projects

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

10.1 Part Commissioning

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

However, the SCD will not get altered due to part commissioning. Irrespective of dates of part commissioning or full commissioning, the BESPA will remain in force for a period as per Clause 22.3 of the RfS.

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

c. In case of delay in commissioning of the Project beyond the SCD until the date as per Clause 10.2.b. above, as part of the liquidated damages, the total PBG amount for the Project shall be encashed on per-day-basis and proportionate to the balance capacity not commissioned. For example, in case of a Project Capacity of 250 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 (100/250) X (18/270). For the purpose of calculations of the liquidated damages, 'month' shall be considered consisting of 30 days.

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

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

f. It is clarified that for the purpose of commissioning, the Project Capacity shall refer to the rated capacity of the Energy Storage System as declared by the BESSD in the BESPA. Any reduction in the Project/Contracted Capacity on account of Clause 10.2.e. above, will have no bearing on the obligation of the BESSD to provide the Project/Contracted Capacity as per the BESPA for the capacity which is not terminated.

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

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

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

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

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

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

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

Access. Decision on requisite extension on account of the above factor shall be taken by GUVNL.

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

12 ***Early Commissioning***

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

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

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

SECTION 3. STANDARD CONDITIONS OF CONTRACT

13 *Obtaining RfS Documents*

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

14 *Cost of Documents & Bid Processing Fees*

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

The bank details of GUVNL are as under

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

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

15 *Project Scope & Technology Selection*

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

16 *Connectivity with the Grid*

Please refer Clause 8 of the RfS.

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

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

a. No Objection (NOC)/Environmental clearance (if applicable) for the Project.
b. Not Used.
c. Approval for water from the concerned authority (if applicable) required for theProject.
d. Any other clearances as may be legally required, in order to establish and operate the Project.
e. Necessary approval(s) of CEIG.

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

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

Note: The BESSD should apply for all the necessary approvals, permits and clearances not more than 90 days from the Effective Date of the BESPA, which shall be complete in all respects, incorporating the clarifications/changes as required by the concerned authorities. The above timeline shall be adhered to, in order to examine cases where the BESSD faces delay in grant of the necessary approvals and permits, for a period substantially greater than the standard period of grant of approval by the respective organizations.

18 *Bank Guarantee towards Earnest MoneyDeposit (EMD)*

18.1 Earnest Money Deposit (EMD) of **INR 7,40,000 / MW** (Rupees Seven lakh and Forty Thousand only/MW) per Project in the form of Bank Guarantee according to Format 7.3A and valid for 09 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes.

18.2 The Bidder shall furnish the Bank Guarantees towards EMD from the list of banks notified by Government of Gujarat vide GR dated 20.05.2022 for acceptance of Bank Guarantee as Security Deposit and Performance Security, as amended or replaced from time to time.

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

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

18.4 Forfeiture of EMD:

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

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

b. In case, GUVNL offers to execute the PPA with the Selected Bidder and if the SelectedBidder does not submit the requisite documents as per Clause 22 of the RfS or does not execute the PPA 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 18 of the RfS

18.5 **(Not used)**

19 *Performance Bank Guarantee (PBG)*

19.1 Bidders selected by GUVNL based on this RfS shall submit Performance Bank Guarantee(PBG) for a value @ **INR 11,10,000/MW/Project** (Rupees Eleven Lakhs and Ten Thousand only/MW/Project), prior to signing of BESPA. It may be noted that successful Bidders shall submit the PBG according to the Format 7.3B with a validity period upto (& including) the date as on **21 months** after the Scheduled CommissioningDate of the Project. Upon receipt and after successful verification of the total PBG in the acceptable format, the BG submitted towards EMD shall be returned by GUVNL to thesuccessful Bidder.

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

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

19.3 The BESSD shall furnish the PBG from the list of banks notified by Government of Gujarat vide GR dated 20.05.2022 for acceptance of Bank Guarantee as Security Deposit and Performance Security, as amended or replaced from time to time. In case of the Project being implemented through an SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in Clause 39.3 of the RfS.

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

19.5 GUVNL has agreed to accept the PBG in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that the PBG shall be encashable for being appropriated by GUVNL in terms of theguarantee as in the case of appropriation of the cash deposit lying with GUVNL.

19.6 The selected Bidder for the Project selected based on this RfS is required to sign BESPA with GUVNL within the timeline as stipulated in Clause 22 of the RfS. In case, GUVNL offers

to execute the BESPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 22 of the RfS, or does not execute the PPA within the stipulated time period, then the Bank Guarantee equivalent to the amount of the EMD shall be encashed by GUVNL from the Bank Guarantee available withGUVNL (i.e. EMD or PBG) as liquidated damages not amounting to penalty, the selectedProject shall stand cancelled and the selected Bidder expressly waives off its rights andobjections, if any, in that respect..

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

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

19.9 After the bidding process is over, GUVNL shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 15 days after the completion of e-Reverse Auction. The PBG shall be returned to the BESSD within 9 months from the COD of the Project, after taking into account any liquidated damages due to delays in commissioning as per Clause 9 and 10 of the RfS.

19.10 **(Not used)**

20 Payment Security

20.1 **(Not Used)**

20.2 **(Not used)**

21 (Not used)

21.1 (Not used)

22 *Battery Energy Storage Purchase Agreement (BESPA)*

22.1 GUVNL shall enter into Battery Energy Storage Purchase Agreement (BESPA) with Bidders selected based on this RfS. A copy of standard BESPA to be executed between GUVNL and the BESSD is available on ISN-ETS Portal and also on GUVNL website. The BESPA shall be signed within 30 days of issuance of LOIs, if not extended by GUVNL. Subsequent extension in this timeline shall be finalized as mutually agreed by GUVNL and the BESSD. BESPA will be executed between GUVNL and selected bidder or its SPV separately for each Project.

22.2 Not used.

22.3 The BESPA shall be valid for a period of 8 years from the SCD of the Project or the date of full commissioning of the Project, whichever is later. Any extension of the BESPA period beyond the term of the BESPA shall be through mutual agreement between the BESSD and GUVNL.

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

22.5 Successful bidders will have to submit the required documents to GUVNL within 25 days from the issue of LOI. In case of delay in submission of documents beyond the 25 days as mentioned above, the same shall be considered as a breach on part of the Successful Bidder. Effective Date of the BESPA shall be the date of signing of BESPA.

22.6 (not used).

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

23 *Financial Closure or Project Financing Arrangements*

23.1 The Projects shall achieve Financial Closure within the date as on 12 months after the Effective Date of the BESPA (for e.g. if Effective Date is 05.06.2022, the above deadline will be 05.06.2023).

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

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

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

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

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

24 *Land Arrangements for the Project*

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

24.2 The BESSD shall submit documents/Lease Agreements to establish possession/right to use the required land area in the name of the BESSD for a period not less than the complete term of the BESPA, on or before the SCD. Wherever leasing of private land is involved, the lease should allow transfer of land lease rights to the lenders or GETCO, in case of default of the BESSD.

24.3 The BESSD shall submit a sworn affidavit from its authorized signatory, listing the details of the land and certifying that total land required for the Project is under clear possession of the BESSD.

24.4 With respect to demonstration of land possession by the BESSD, commissioning of the Project will not be allowed until the demonstration of land possession by the BESSD in terms of this Clause and Clause 10 of the RfS except when the delay in possession is solely on account of GETCO. However, in case of delays in demonstrating land possession by the BESSD on account of Government delay (including but not limited to delay in land use pattern change, and/or relaxation under respective State land ceiling Act, and/or land lease permission from State Government/Authorities) or delay caused due to a Force Majeure as per BESPA, SCDshall be suitably extended

25 *Commercial Operation Date (COD)*

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

The BESSD shall obtain necessary charging and safety clearances from the Central Electricity Authority prior to commissioning of the Project. The 8 year tenure of

BESPA shall be as per the provisions of BESPA. Any capacity being offered to the grid before COD shall not be at the cost of GUVNL under this scheme and developers will be free to make short-term sale to any organization or individual. GUVNL may agree to buy this capacity as a trader if they find it viable outside this RfS.

26 *Modifications in Controlling Shareholding*

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

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

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

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

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

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

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

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

26.7 In the event of Change in Shareholding/ Substitution of Promoters triggered by the

Financial Institutions leading to signing of fresh BESPA with a new entity, an amount of INR 10 Lakh per Project +18% GST per Transaction as Facilitation Fee (non-refundable) shall be deposited by the BESSD to GUVNL.

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

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

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

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

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

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

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

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

   ii. Board Resolution from the Bidding Company committing 100% (One Hundred Percent) of the equity requirement for the Project/ Board Resolutions from each of the Consortium Members together in aggregate committing to 100% (One Hundred Percent) of equity requirement for the Project (in case of Bidding Consortium); and

   iii. Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.

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

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

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

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

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

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

k. (Not used)

l. <u>Attachments</u>

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

- In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted prior to signing of BESPA, if the bidder is selected as Successful bidder.
- If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development / Standalone Battery Energy Storage System development has to be submitted prior to signing of BESPA.

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

iii. A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within 30 days prior to the last date of bid submission. GUVNL reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that RfS conditions have been complied with and the bidder willensure submission of the same within the required time lines.

iv. Certified copies of annual audited accounts for the last financial year, i.e. FY 2021-22, 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 before signing of BESPA in terms of Clause 22 of the RfS.

28.3 If the Bidder/Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, GUVNL reserves the right to reject such response to RfS and/or cancel the Letter of Award, 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 GUVNL and GUVNL shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Clause 18 of the RfS.

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

28.7 The response to RfS shall be submitted as mentioned in Clause 27 of the RfS. No 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, GUVNL reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.

28.8 (not used).

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 GUVNL.

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

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

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

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

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

29 *Non-Responsive Bid*

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

Without prejudice to the requirement of compliance with the submission requirements, any of the following conditions shall cause the Bid to be "Non-responsive":

(a) Non-submission of the requisite Cost of RfS and/ or Processing Fee as mentioned in the Bid Information Sheet.
(b) Response to RfS not received by the due date and time of bid submission.
(c) Non-submission of correct, valid and operative Pass-Phrases for both Technical and Financial Bid (Price Bid) Parts after the deadline of Bid Submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical Bid.
(d) Any indication of tariff in any part of response to the RfS, other than in the financial bid.

(e) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.

(f) Except for the scenario as per Clause 6.1 above, in case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies have submitted more than one response to this RfS, then all these bids submitted shall be treated as non-responsive and rejected.

(g) Non-submission of EMD in acceptable form or partial submission of EMD along with response to RfS

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

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

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

a. Bank Guarantee towards EMD as mentioned in the Bid Information Sheet (as per Format 7.3A /7.3B). One EMD may be submitted for the cumulative capacity quoted by the bidder, or individual EMDs may be submitted for each Project.

b. Pass-phrases for Techno-commercial and Financial bids submitted on the ETS portal.

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

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

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

For e.g., if the bid submission deadline is 18:00 hrs on 22.05.2022, the above deadline will expire at 18:00 hrs on 24.05.2022. In case of the above deadline being a holiday, the next working day in GUVNL will be the deadline for submission of Bank Guarantees.

Note: In all cases, the Bank Guarantee against EMD (if applicable), shall be issuedon 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 500 MW/1000 MWh Pilot Projects of Battery Energy Storage Systems in Gujarat under Tariff-based Global Competitive Bidding (PHASE-I)	
Cumulative Capacity of the projects applied for	_____*MW*/_____*MWh*
No. of Projects Bid for	
RfS Reference No.	*RfS No. GUVNL / BESS / Phase I dated ____*
Submitted by	*(Enter Full name and address of the Bidder)*
Organization ID (OID) on ETS portal	*(Enter the OID through which the Bid has been submitted online on ETS portal)*
Authorized Signatory	*(Signature of the Authorized Signatory)* *(Name of the Authorized Signatory)* *(Stamp of the Bidder)*
Bid Submitted to	**GM (RE&IPP)** **Gujarat Urja Vikas Nigam Ltd** **Sardar Patel Vidyut Bhavan,** **Race Course, Vadodara-390007** **Tel No. 0265-2340289** **Website: www.guvnl.com;** **E-mail: gmipp.guvnl@gebmail.com;**

30.2 Documents to be Submitted Online

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

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

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

I. Technical Bid (First Envelope)

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

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

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

(c) All supporting documents regarding meeting the eligibility criteria.

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

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

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

II. Financial Bid (Second Envelope)

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

(a) Covering letter as per Format - 7.1 of the RfS

(b) Preliminary Estimate of Cost of the Project as per Format 7.13 of the RfS

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

Important Note:

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

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

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

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

(e) Tariff to be quoted in the Financial Bid shall be exclusive of GST (for

offering storage service). GST levied on the storage service being provided by the Project, if any, shall be passed through to the GUVNL.

31 *Notice Board for Display*

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

___MW/MWh STU-Connected Battery Energy Storage System Pilot Project

Owned and operated by

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

[Under RfS for Procurement of 500MW/1000 MWh Pilot Projects of Battery Energy Storage Systems under Tariff-based Global Competitive Bidding in Gujarat (Phase-I) by Gujarat Urja Vikas Nigam Limited]

GUVNL

Village:....., Tehsil....., District....., State.....

32 *Validity of the Response to RfS*

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

33 *Bid Preparation Cost*

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

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

34.1 Clarifications/ Doubts, if any, on RfS document may be emailed and/ or through ISN-ETS portal.

34.2 GUVNL will make effort to respond to the same in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and GUVNL's response will be uploaded in the ISN-ETS portal https://www.bharat-electronictender.com. If necessary, amendments, clarifications, elaborations shall be issued by GUVNL which will be notified on GUVNL/ ISN-ETS web site. No separate reply/ intimation will be given for the above, elsewhere.

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

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

35 *Right of GUVNL to Reject a Bid*

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

36 *Post Award Compliances*

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

Any checklist shared with BESSD by GUVNL for compliance of above mentioned milestones to be considered for the purpose of facilitation only. Any additional documents required as per the conditions of Guidelines, RfS and BESPA must be timely submitted by the BESSD.

SECTION 4. QUALIFICATION REQUIRMENTS FOR BIDDERS

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

37 *General Eligibility Criteria*

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

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

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

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

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

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

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

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

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

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

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

   i. An entity incorporated, established or registered in such a country; or
   ii. A subsidiary of an entity incorporated, established or registered in such a country; or
   iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
   iv. An entity whose beneficial owner is situated in such a country; or
   v. An Indian (or other) agent of such an entity; or
   vi. A natural person who is a citizen of such a country; or
   vii. A consortium where any member of the consortium falls under any of the above.

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

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

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

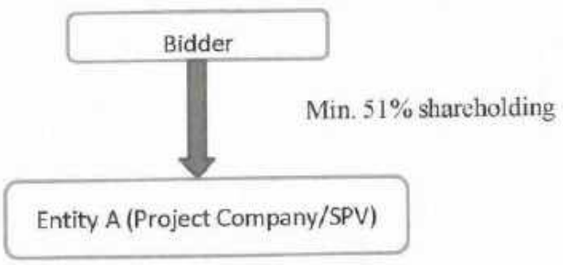
37.6 A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated/acquired as a subsidiary Company of the successful bidder for setting up of the Project, with atleast 51% shareholding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

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

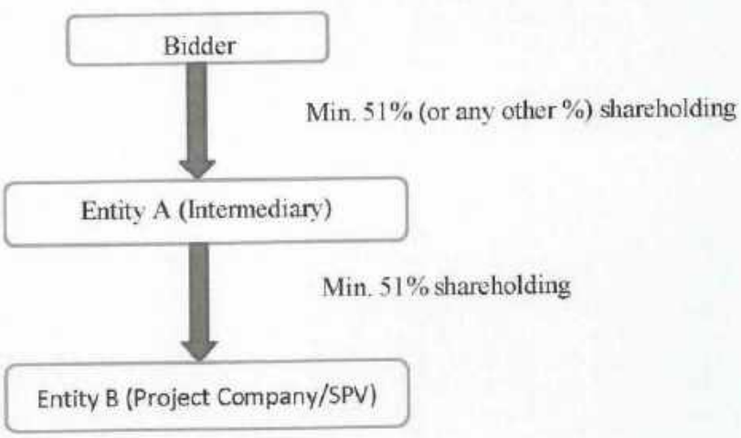
37.8 The Bidder or any of its Affiliates should not be a wilful defaulter to any lender. Further, the Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors should not have been barred or included in the blacklist by any government agency or authority in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

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

Scenario 1:



Scenario 2:



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

38 Technical Eligibility Criteria

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

38.2 Not used.

38.3 The Bidder is required to undertake to furnish evidence of meeting the Financial Closure criteria in line with provisions of the RfS. The undertaking shall be submitted as perenclosed Format 7.9 of the RfS.

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

39 Financial Eligibility Criteria

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

a. The Net Worth of the Bidder shall be equal to or greater than **INR 74,00,000/MW (Rupees Seventy Four Lakhs / MW)** of the quoted capacity (in MW), as on the last dateof previous Financial Year, i.e. FY 2021-22 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 meanthe amount as certified by the Statutory Auditor of the AIF.

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

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

39.2 (Not used)

a. .

b. .

39.3 Except for AIFs, the Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per Clauses 39.1 and 39.2 above subject to Clause 39.9. In case of the Bidder being a Bidding Consortium, any Member (except an AIF) may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions fromthe respective Affiliate(s), undertaking to contribute the required equity funding and Performance Bank Guarantees in case the Bidder(s) fail to do so in accordance withthe RfS. In case of non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of BESPA.

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

39.5 A Company/Consortium would be required to submit annual audited accounts for the last financial year, 2021-22, or as on the day at least 7 days prior to the bid submission deadline, along with net worth certificate from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfillment of the criteria. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm inthe country where the Bidder or its Affiliate(s) is/ are located, or provisional accounts ason the day at least 7 days prior to the bid submission deadline.

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.

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

39.7 In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause 38.6 above.

39.8 In case the response to RfS is submitted by a Consortium, then the financial requirement (the Net-Worth) to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each ofthem in the Project Company.
For example, if two companies A and B form a Consortium with equity participation in 70:30 ratio and submit their bid for a capacity of 500 MWh (250 MW x 2hrs), then, total Net-Worth to be met by the Consortium is Rs. 74 Lakh x 250 MW = Rs. 185 Crores. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs. 129.50 Crores and to be met by Consortium Member B would be Rs. 55.5 Crores.

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

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

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

SECTION 5. BID EVALUATION AND SELECTION OF PROJECTS

40 Bid Evaluation

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

41 Techno-Commercial Evaluation of Bidders (Step 1)

41.1 The first envelope (Technical Bid submitted online) of only those bidders will be opened by GUVNL whose required documents as mentioned at Clause 29 of the RfS are received by GUVNL. Bid opening (online) will be done only after the deadline for submission of Bank Guarantee (if applicable) and/or DDs/Pay order against Cost of RfS document andBid Processing Fee.

For e.g., if the bid submission deadline is 18:00 hrs on 31.07.2022, the online bid opening will be conducted on 02.08.2022. In case of the above deadline being a holiday, the bids will be opened on the next working day.

41.2 Subject to Clause 28 of the RfS, GUVNL will examine all the documents submitted by theBidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, GUVNL may seek clarifications/additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/additional documents sought by GUVNL within 02 (seven) days from the dateof such intimation from GUVNL. All correspondence in this regard shall be made through email/ISN-ETS portal only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may providean additional email id of the authorized signatory in the covering letter. No reminders inthis case shall be sent. It shall be the sole responsibility of the Bidders to remove all thediscrepancies and furnish additional documents as requested. GUVNL shall not be responsible for rejection of any bid on account of the above.

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

42 Financial Bid Evaluation (Step 2)

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

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

42.3 The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) quoting a single tariff (capacity charges) in Indian Rupee per MW for all the Projects applied for. **The tariff has to be quoted in Indian Rupee per MW 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, then it shall be considered as INR 450/MW).

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

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

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

42.7 All Bidders with same tariff shall be eligible for reverse auction round (provided their rank is equal to or less than n^{th} Bidder as mentioned in Clause 42.2 of the RfS.

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

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

43 Reverse Auction (Step 3)

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

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

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

S_E = (Eligible capacity for award)	(i) In case 250 MW $\leq S_T \leq$ 500 MW, S_E = 250 MW (ii) In case S_T > 500 MW, S_E = 500 MW

Total eligible Bidders for e-Reverse Auction

i. In case $S_E \leq 500$ MW: all the techno-commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA.
Accordingly, the no. of bidders shortlisted for e-RA, i.e., "n" = "T".

ii. In case S_E >500 MW: The lowest ranked bidder, i.e. the bidder quoting the highest tariff (the "H1 bidder") shall be eliminated at this stage, and the remaining techno-commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA.
Accordingly, the no. of bidders shortlisted for e-RA, i.e., "n" = "T"-1

Note:

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

(b) The above elimination will take place subject to the condition that the total bid capacity after such elimination remains more than 500 MW. In the contradictory scenario, no elimination will take place at this stage.

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

Scenario-1: Total bid capacity of techno-commercially shortlisted bidders = S_T=2500 MW

S. No.	Techno commercially qualified Bidder	Rank	Capacity (MW)	T	S_E	n	Shortlisted Bidders
1	B8	L1	250	5	500 MW	4*	B8
2	B5	L2	250				B5
3	B1	L3	500				B1
4	B4	L3	550				B4
5	B2	L4	500				

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

Scenario-2: Total bid capacity of techno-commercially shortlisted bidders = S_T=750 MW

S. No.	Techno commercially qualified Bidder	Rank	Capacity (MW)	T	S_E	n	Shortlisted Bidders
1	B8	L1	250	3	500 MW	3	B8
2	B5	L2	250				B5
3	B1	L3	250				B1

* since if n=T-1, total capacity is not more than 500 MW, n = 3 as per the above formula

43.3 After opening of Financial Bids and at least two hours before the scheduled start time of Reverse Auction on the same day, a system generated email for invitation for Reverse Auction will be sent to those bidders who have been shortlisted for Reverse Auction based on the criteria mentioned at Clause 42.2 above.

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

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

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

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

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

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

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

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

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

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

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

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

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

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44 *Selection of Successful Bidders*

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

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

i. In case the cumulative capacity shortlisted as per the range exceeds S_E (capacity eligible for award as per Clause 42.2 above), the list of Successful Bidders shall be limited by S_E.

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

In other words, in every possible scenario, the total capacity to be awarded under the RfS shall be limited to S_E.

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

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

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

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

- L1 tariff discovered after e-RA: Rs. 250/MW
- The range (L1+2% of L1): Rs. 255/MW

Rank	Quoted Capacity (MW)	Cumulative Capacity (MW)	Time stamp	Tariff (INR/MW)	Qualified as Successful Bidder
L1	250	250	NA	250	L1
L2	250	500	16:00:01	255	L2
L2	500	1000	16:00:02	255	---
L3	500	1500	NA	260	---
L4	250	1750	NA	270	---

44.4 Note: The allocation of cumulative project capacity shall be closed at S_E. In case of the last selected Bidder, if the balance project capacity is less than the total capacity mentioned by the Bidder, then the Project with highest preference (as mentioned in the Covering Letter) shall be awarded to the Bidder, subject to condition that the project has not been selected by other bidders having better rank than the bidder and subject to the maximum cumulative capacity not exceeding S_E, being awarded under the RfS.

44.5 Not used.

44.6 In case the partial capacity offered to the last Successful Bidder as per Clause 43.2 above, it shall be mandatory for the last Bidder to accept the partial capacity offered against its quoted capacity, subject to the total cumulative capacity awarded under the RfS not exceeding S_E. In case the last Bidder refuses to accept such partial capacity offered by GUVNL, the Bank Guarantee(s) against EMD submitted by such Bidder shall be encashed by GUVNL.

45 Issuance of LOIs

a) At the end of the selection process, a Letter of Intent (LOI) may be issued to the successful Bidders for each Project subject to adoption of tariff by Hon'ble Gujarat Electricity Regulatory Commission. In case of a Consortium being selected as the successful Bidder, the LOI shall be issued to the Lead Member of the Consortium.

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

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

d) In case of delay in signing of BESPA beyond 30 days from the date of issuance of LOIs, or any other extended date by GUVNL, the awarded capacity shall stand cancelled and GUVNL shall be entitled to encash the Bank Guarantee submitted towards EMD.

SECTION 6. DEFINITIONS OF TERMS

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

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

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

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

46.3 **"APPROPRIATE COMMISSION"** shall mean as defined in the BESPA.

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

46.5 **"BATTERY ENERGY STORAGE SYSTEMS"** or **"BESS"** shall mean the system(s)/projects utilizing methods and technologies such as electrochemical batteries (Lead Acid, Li-ion, solid state batteries, flow batteries, etc.), providing a facility that can store chemical energy and deliver the stored energy in the form of electricity, including ancillary facilities (grid support, for example). Such systems may be co-located with RE Generating Stations, or may be operated on stand-alone basis.

46.6 **"BATTERY ENERGY STORAGE SYSTEM DEVELOPER"** or **"BESSD"** or **"DEVELOPER"** or **"PROJECT DEVELOPER"** shall mean the entity owning/operating the BESS facility for supply of power under the BESPA, and shall refer to the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a Project capacity by GUVNL (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 GUVNL.

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

46.8 **(Not used).**

46.9 **"BID"** or **"PROPOSAL"** shall mean the documents submitted by the Bidder towards meeting the techno-commercial and financial qualifying requirements, along with the price bid submitted by the Bidder as part of its response to the RfS issued by GUVNL.

46.10 **"BIDDER"** shall mean Bidding Company (including a foreign company) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin.

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

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

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

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

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

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

46.16 **"COMMERCIAL OPERATION DATE (COD)"** shall mean the date as defined in Clause 24 of the RfS.

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

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

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

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

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

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

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

46.23 **"EFFECTIVE DATE"** shall mean the date of execution of the BESPA which shall not be beyond 30 days from the date of issuance of Letter of Intent (LOI) unless extended by GUVNL.

46.24 **"EQUITY"** shall have the meaning as defined in Companies Act, 2013.

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

46.26 **"GUIDELINES"** shall mean "Guidelines for Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services" issued by Ministry of Power vide Gazette Resolution dated 10.03.2022, including subsequent amendments and clarification thereof, if any, issued until the last date of bid submission of this RfS.

46.27 **"GROUP COMPANY"** of a Company means

a. a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or;

b. a Company in which the Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company or;

c. a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;

d. a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;

e. a Company which is under common control with the Company, and control means ownership by one Company of at least 10% (Ten Percent) of the share capital of the other Company or power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise;

Provided that entities which have Government shareholding, financial institution, scheduled bank, foreign institutional investor, Non-Banking Financial Company, andany mutual fund, pension funds and sovereign funds shall not be deemed to be GroupCompany, and its shareholding and the power to direct or cause to be directed the management and policies of a Company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project.

46.28 **"INTER-CONNECTION POINT/ DELIVERY/ METERING POINT"** shall mean a single point at the _____ Substation of the STU network, at the voltage level of ___kV, where the power from the Project(s) is injected into the grid (including the dedicated transmission line connecting the Projects with the substation system) as specified in the RfS. Metering shall be done at this interconnection point where the power is injected into. For interconnection with grid and metering, the BESSDs shall abide by the relevant CERC/ GERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.

46.29 "Not used.

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

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

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

46.32 **"LETTER OF INTENT"** or **"LOI"** shall mean the letter issued by Gujarat Urja Vikas Nigam Limited (GUVNL) to the selected Bidder for award of the Project subject to adoption of tariff by Hon'ble Gujarat Electricity Regulatory Commission.

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

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

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

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

46.37 **"NET-WORTH"** shall mean the Net-Worth as defined section 2 of the Companies Act, 2013.

46.38 **"PAID-UP SHARE CAPITAL"** shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013.

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

46.40 **"PROJECT"** shall mean the Battery Energy Storage System set up by the BESSD for supply of Power "on Demand" basis, having single point of injection into the grid at Interconnection/ Delivery/ Metering Point. The Project shall also comprise auxiliaries and associated facilities, bay(s) for transmission system in the their switchyard, dedicated transmission line up to the injection point and all the other assets, buildings/structures, equipment, plant and machinery (pertaining to the BESS), facilities and related assets required for the efficient and economic operation of the power supply facility, whether completed or at any stage of development and construction or intended to be developed and constructedfor the purpose of supply of power to GUVNL.

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

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

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

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

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

46.46 **"RfS"** or **"RfS DOCUMENT"** or **"BIDDING DOCUMENT(S)"** or **"TENDER DOOCUMENTS"** shall mean the "Request for Selection" document issued by GUVNL including standard Battery Energy Storage Purchase Agreement, along with subsequent clarifications and amendments thereof, vide RfS No. GUVNL-2022-TN0000... dated .....2022.

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

46.48 **"SCHEDULED COMMISSIONING DATE"** or **"SCD"** shall be the date as indicated in Clause 9 of the RfS.

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

46.50 **"SOLAR PV POWER PROJECT"** or **"SOLAR POWER GENERATING SYSTEM/ STATION"** shall mean the Solar Photo Voltaic Power Project that uses sunlight for direct conversion into electricity through Photo Voltaic Technology.

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

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

46.53 **"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;

46.54 **"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,
General Manager (RE&IPP)
Gujarat Urja Vikas Nigam Ltd
Sardar Patel Vidyut Bhavan,
Race Course Vadodara-390007
Tel No. 0265-2334751
Website-www.guvnl.com

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

Dear Sir/ Madam,

We, the undersigned *[insert name of the 'Bidder']* having read, examined and understood in detail the RfS including Qualification Requirements in particular, terms and conditions of the standard BESPA for availability of Contracted Capacity for the Term of the BESPA to GUVNL, 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 500 MW/1000 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 44.3 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 BESPA documents attached thereto, issued by GUVNL. In token of our acceptance to the RfS and BESPA documents along with the amendments and clarifications issued by GUVNL, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the BESPA is executed as per the provisions of the RfS and provisions of BESPA and shall be binding on us. Further, we confirm that the Project shall be commissioned within the deadline as per Clause 9 of the RfS. We further undertake that we shall demonstrate possession of 100% area of the identified land, within the timelines as per the RfS.

2. Earnest Money Deposit (EMD):- *(Please read Clause 17 carefully before filling)*
We have enclosed EMD of INR ..... (Insert Amount), in the form of Bank Guarantee no... ..... [Insert bank guarantee number] dated..... [Insert date of bank guarantee] as per Format 7.3A from ..... [Insert name of bank providing bank guarantee] and valid up to.....in terms of Clause No. 17 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 for the selected Projects, within due time as mentioned in Clauses 18 & 19 of this RfS on issue of LOI by GUVNL for the selected Projects and/or we are not able to sign BESPA with GUVNL within the timeline as stipulated in the RfS for the selected Projects, GUVNL 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. We hereby declare that during the selection process, in the event our Project happens to be the last Project and GUVNL offers a

capacity which is less than our quoted capacity due to overall bid capacity limit, we shall accept such offered capacity.

5. Acceptance:-

We hereby unconditionally and irrevocably agree and accept that the decision made by GUVNL 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 theRfS 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 GUVNL in respect of award of Projects according to our preference order as above and inline 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 GUVNL, 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 GUVNL.

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 GUVNL are furnished as under:Name : .....

Designation : .....

Company : .....

Address : .....

[35

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.

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Format 7.2

FORMAT FOR POWER OF ATTORNEY

(Applicable Only in case of Consortiums)

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

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

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

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

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

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

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

For and on behalf of Consortium Member

M/s.....

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

(Name
Designation
Place:

Date:)
Accepted

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

Attested

(Signature of the executant)

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

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

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

Format 7.3A

FORMAT FOR BANK GUARANTEE TOWARDS EARNEST MONEY DEPOSIT (EMD)

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

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

In consideration of the_____[*Insert name of the Bidder*] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for_____[*Insert title of the RfS*] of the cumulative capacity of _____MW/MWh [*Insert cumulative Project capacity proposed*] for offering Battery Energy Storage System on long term basis, in response to the RfS No. _____dated _____issued by Gujarat Urja Vikas Nigam Limited (hereinafter referred to as GUVNL) and GUVNL 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 GUVNL at [*Insert Name of the Place from the address of GUVNL*] forthwith without demur on demand in writing from GUVNL or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees _____[I*nsert amount not less than that derived on the basis of Rs. 7.4 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. 17 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. 17 of this RfS*]. GUVNLshall be entitled to invoke this Guarantee till___[*insert date of validity in accordance with Clause No. 17 of this RfS*].

The Guarantor Bank hereby agrees and acknowledges that the GUVNL shall have a right to invokethis 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 GUVNL, made in any format, raised at the above mentioned address of theGuarantor Bank, in order to make the said payment to GUVNL.

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

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

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

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

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly GUVNL shall not be obliged before enforcing this BANK GUARANTEE to take anyaction 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 GUVNL or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR_____(Indian Rupees_____Only) and it shall remain in force until_____[*Date to be inserted on the basis of Clause No. 17 of this RfS*].

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

Signature:_____
Name:_____
Power of Attorney No.: _____
For
_____[*Insert Name and Address of the Bank*] ___
Contact Details of the Bank:
E-mail ID of the Bank:
Banker's Stamp and Full Address.
Dated this_____day of_____, 20___

Format 7.3 B

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

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

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

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

As per the terms of the RfS, the_____[*Insert name & address of Bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to GUVNL at [*Insert Name of the Place from the address of the GUVNL*] forthwith on demand in writing from GUVNL 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..... GUVNL shall be entitled to invoke this Guarantee till .....

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

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Gujarat 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 GUVNL 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 SystemDeveloper/ 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 GUVNL 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 messageis transmitted by the issuing Bank through SFMS to GUVNL's Bank and a confirmation in this regard is received by GUVNL.

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR _____ (Indian Rupees_____Only) and it shall remain in force until ..... We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if GUVNL serves upon us a written claim or demand.

Signature: _____

Name: _____

Power of Attorney No.: _____

For

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

Contact Details of the Bank:

E-mail ID of the Bank:
Banker's Stamp and Full Address.

Dated this_____day of_____, 20___

Witness:

1. .....

Signature
Name and Address

2. .....

Signature
Name and Address

Notes:

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

(not used)

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Format 7.3 D

(Not used)

Format 7.4

FORMAT FOR BOARD RESOLUTIONS

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

1. RESOLVED THAT Mr/ Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS vide RfS No._____for_____(insert title of the RfS), including signing and submission of all documents and providing information/ response to RfS to Gujarat Urja Vikas Nigam Limited (GUVNL), representing us in all matters before GUVNL, and generally dealing with GUVNL in all matters in connection with our bid for the said Project. (***Tobe provided by the Bidding Company or the Lead Member of the Consortium***)

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

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

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

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

And

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

3. NOT USED

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Certified True Copy

(Signature, Name and Stamp of Company Secretary)

Notes:

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

Format 7.5

FORMAT FOR CONSORTIUM AGREEMENT

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

THIS Consortium Agreement ("Agreement") executed on this____Day of_____Two Thousand _____ between M/s_____[*Insert name of Lead Member*] a Company incorporated under the laws of_____and having its Registered Office at_____(hereinafter called the "**Member-1**", which expression shall include its successors, executors and permitted assigns) and M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "**Member-2**", which expression shall include its successors, executors and permitted assigns), M/s_____a Company incorporated under the laws of_____and having its Registered Office at _____ (hereinafter called the "**Member-n**", which expression shall include its successors, executors and permitted assigns), [*The Bidding Consortium should list the details of all the Consortium Members*] for the purpose of submitting response to RfS and execution of Battery Energy Storage Purchase Agreement (in case of award), against RfS No._____dated_____issued by Gujarat Urja Vikas Nigam Limited (GUVNL) a Company incorporated under the Companies Act, 2013, and having its Registered Office at 6th Floor, Plate-B, NBCC Office Block Tower-2, East Kidwai Nagar, New Delhi – 110023.

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

WHEREAS, GUVNL 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 GUVNL wherein the Consortium Members haveto commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

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

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

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

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

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

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

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

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

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure in terms of the BESPA.

7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.

8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.

9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.

10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at New Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.

11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of GUVNL 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 GUVNL.

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 GUVNL.

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 GUVNL.

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]

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(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
General Manager (RE&IPP)
Gujarat Urja Vikas Nigam Ltd
Sardar Patel Vidyut Bhavan,
Race Course Vadodara-390007
Tel No. 0265-2334751

Website-www.guvnl.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 2021-22 or as on the date at least 7 days prior to the bid submission deadline (Strike our wherever not applicable).

This Net Worth/AUM has been calculated in accordance with instructions provided in Clause 38.1 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 Gujarat Urja Vikas Nigam Limited, in respect to our response to RfS vide RfS No._____dated_____, that M/s _____(insert name of the Bidder), or any of its Affiliates is not a willful defaulter to any lender.

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

(Name and Signature of the Authorized Signatory)

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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,

General Manager (RE&IPP)

Gujarat Urja Vikas Nigam Ltd

Sardar Patel Vidyut Bhavan,

Race Course Vadodara-390007

Tel No. 0265-2334751

Website-www.guvnl.com

Sub: Response to RfS No._____dated_____for_____.

Dear Sir/ Madam,

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

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/BESPA including but not limited to cancellation of our response to this RfS and LOI/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 GUVNL for a period of 2 years from the date of defaultas notified by GUVNL.

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

We further declare that we have read the provisions of Clause 36.4 of the RfS, and are complying with the requirements as per the referred OM dated 23.07.2020 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, GUVNL 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.

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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,

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General Manager (IPP)
Gujarat Urja Vikas Nigam Ltd
Sardar Patel Vidyut Bhavan,
Race Course Vadodara-390007
Tel No. 0265-2334751,
Website-www.guvnl.com

Sub: Response to RfS No.____dated__for____.

Dear Sir/ Madam,

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

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

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/BESPA including but not limited to cancellation of our response to this RfS and LOI/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 GUVNL for a period of 2 years from the date of defaultas notified by GUVNL.

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

We further declare that we have read the provisions of Clause 36.4 of the RfS, and are complying with the requirements as per the referred OM dated 23.07.2020 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, GUVNL 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.

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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
General Manager (RE&IPP)
Gujarat Urja Vikas Nigam Ltd
Sardar Patel Vidyut Bhavan,
Race Course Vadodara-390007
Tel No. 0265-2334751
Website-www.guvnl.com

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

Dear Sir/ Madam,

This is with reference to attached order vide OM no. 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
General Manager (IPP)
Gujarat Urja Vikas Nigam Ltd
Sardar Patel Vidyut Bhavan,
Race Course Vadodara-390007
Tel No. 0265-2334751
Website-www.guvnl.com

Sub: Response to RfS No._____dated_____for_____.

Dear Sir/ Madam,

We hereby undertake to certify in line with **Clause 23** under the title "Financial Closure" that the following details shall be furnished within **12 (twelve) months** from Effective Date of the BESPA.

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

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

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

Dated the_____day of_____, 20....

Thanking you,

We remain,

Yours faithfully,

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

Format 7.10

DECLARATION BY THE BIDDER FOR THE PROPOSED TECHNOLOGY TIE-UP

(To be Submitted Separately for each Project)

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

Dated the_____day of_____, 20….

Thanking you,
We remain,
Yours faithfully,

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

Format 7.11

(not used)

Format 7.12

FORMAT FOR SUBMISSION OF FINANCIAL BID

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

Ref. No._____ Date: _____

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

_____

_____

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

To
General Manager (RE&IPP)
Gujarat Urja Vikas Nigam Ltd
Sardar Patel Vidyut Bhavan,
Race Course Vadodara-390007
Tel No. 0265-2334751
Website-www.guvnl.com

Sub: Response to RfS No._____dated_____for_____.

Dear Sir/ Madam,

I/ We,_____(*Insert Name of the Bidder*) enclose herewith the Financial Proposal for selection of my/ firm for_____number of Project(s) for a cumulative capacity of_____MW/_MWh in India 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. *Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.*

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

5. *Tariff should be in Indian Rupee in whole numbers only (no decimal places allowed).*

Format 7.13

PRELIMINARY ESTIMATE OF COST OF THE PROJECT

Project Capacity:.....MW/….MWh
Location: .....

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

Dated the_____day of_____, 20….

Thanking you,
We remain,
Yours faithfully,

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

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 - General Specification	Tests for Class B applications: 1. Duty Cycle Round Trip Efficiency Test 2. Equipment and Basic Function Test 3. Available energy Test 4. Insulation test

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

2. System Testing and Commissioning

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

3. Identification and Traceability

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

4. Other Sub-systems/Components

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

5. Fire Protection

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

6. Authorized Test Centres

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

7. Warranty

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

8. Performance Monitoring

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

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

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

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

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

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

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

h) The Automatic Generation Control (AGC) is an important feature and BESS shall have capability to operate in AGC. The details regarding AGC signals required by not limited to, are given (the conventional power plant signal link) at the link, https://posoco.in/download/detailed-signal-list-for-connecting-generators-under-agc/?wpdml=29546. BESS shall be able to operate in AGC and be able to comply with the requirements desired by system operators. Some of the BESS signal list for implementation of AGC can be like below (list is indicative only):
   i) Maximum MW permissible (dynamic or user entry)
   ii) Minimum MW permissible (dynamic or user entry)
   iii) Ramp rate up permissible (dynamic or user entry)
   iv) Ramp rate down permissible (dynamic or user entry)
   v) Actual MW
   vi) Actual MVAR
   vii) Auxiliary Consumption MW
   viii) Scheduled MW (dynamic or user entry)
   ix) BESS Temperature (for monitoring and correlation)
   x) Ambient Temperature (for monitoring and correlation)
   xi) Cycle limits (0-100%) per day (user entry)

xii) Circuit breaker status

xiii) Local/Remote status

xiv) AGC Set Point MW from NLDC to BESS

xv) Voltage (kV) at grid level

xvi) Voltage (V) at BESS LV side

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

10. Safe Disposal of unit Batteries from the BESS

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

Annexure-B

CHECK LIST FOR FINANCIAL CLOSURE

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

(RfS No. _____ dated _____)

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

Project Company Name _____

Project ID:-_____

LOI No. -_____. Dtd. -_____

Effective Date of BESPA - _____

Scheduled Commissioning Date: - _____

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

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

Note:-

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

(ii) Undertaking by the Project Company that all Consents, clearances and permits required for supply of Power to GUVNL 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 38 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 GUVNL on monthly basis, i.e., by the 10th day of every month for shareholding status of the Company upto the end of the previous month, till 3 years from the date of commissioningof 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.

Annexure - C

SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING AND REVERSE AUCTION

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, *Gujarat Urja Vikas Nigam Limited (GUVNL)* has adopted a securedand 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 GUVNL (Optional)
   - View response to queries posted by GUVNL
8. Bid-Submission on ETS
9. Attend Public Online Tender Opening Event (TOE) on ETS
   - Opening of relevant Bid-Part

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

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

Digital Certificates

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

Registration

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

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

Important Note:

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

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

ISN-ETS/ **Helpdesk**	
Telephone/ Mobile	*Customer Support: +91-124-4229071, 4229072*

	(From 1000 HRS to 1800 HRS on all Working Days i.e. Monday to Friday except Government Holidays)
Email-ID	*support@isn-ets.com [Please mark CC: support@electronictender.com]*

Some Bidding Related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

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

In addition to the above, the bidders are required to submit certain documents physically offline also as per 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 ElectronicForms® for each bid-part sincerely and carefully, and avoid any discrepancy between information given in the ElectronicForms® and the

corresponding Main-Bid. For transparency, the information submitted by a bidder in the ElectronicForms® is made available to other bidders during the Online Public TOE. If it is found during the Online Public TOE that a bidder has not filled in the complete information in the ElectronicForms®, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. **If variation is noted between the information contained in the ElectronicForms® and the 'Main-Bid', the contents of the ElectronicForms® shall prevail.**

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

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

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

PUBLIC ONLINE TENDER OPENING EVENT (TOE)

ETS offers a unique facility for 'Public Online Tender Opening Event (TOE)'. Tender Opening Officers, as well as, authorized representatives of bidders can simultaneously attend the Public Online Tender Opening Event (TOE) from the comfort of their offices. Alternatively, one/ two duly authorized representative(s) of bidders (i.e. Supplier organization) are requested to carry a Laptop with Wireless Internet Connectivity, if they wish to come to GUVNL'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 intending to Register/ First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

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

SEVEN CRITICAL DOs AND DON'Ts FOR BIDDERS

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

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

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

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

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

6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event, the bids are not opened with the pass-phrase submitted by bidder, GUVNL 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 GUVNL, the Tender Processing Fee and Tender Document Fee, if applicable, shall be forfeited and bid shall not be opened, and EMD shall be refunded. No request on this account shall be entertainedby GUVNL.

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), GUVNL shall resort to "REVERSE AUCTION PROCEDURE". Reverse Auction shall be conducted as per methodology specified in Section-V and other provisions of Reverse Auction in RfS Documents and their subsequent Addenda/ Amendments/ Clarifications. Bidders in their own interest, are advised to go through the documents in entirety. The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give completer explanations. Further these are supplementary in nature.

1. Bidders shall ensure online submission of their 'Bid Price' within the auction period.
2. Bidders shall ensure to take all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to ISN-ETS.
3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RfS document or intimated later on, for compliance.
4. Reverse auction will be conducted on scheduled date & time, as mentioned in the RfS document.
5. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which is enclosed separately in the RfS document.
6. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant GUVNL guidelines, shall be initiated by GUVNL.
7. The Bidder shall not divulge either his Bids or any other exclusive details of GUVNL 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 GUVNL, 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 GUVNL contact personnel indicated in the RfS document.
   e) Order finalization and post order activities such issue of LOI, signing of BESPA etc. would be transacted directly between successful bidder(s) and GUVNL.
   f) LOI shall be placed outside the ETS e-portal & further processing of the LOI shall also be outside the system.

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

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

i) GUVNL 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 GUVNL on pre-specified date and time, while thebidders 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 GUVNL. 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. GUVNL 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.

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

GUVNL 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 GUVNL shall be binding on the bidders.

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

Annexure - D

ILLUSTRATIONS

(Please refer Clause 9 of the RfS)

Illustration

a. **System Availability**

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

date	block	Drawl (from Grid) Mus (Charging) (X)	Injection (into Grid) MUs (Discharging) (Y)	Scheduled Mus (Z)	Time-block Availability, (TA) = (Xi/Zi) + (Yi/Zi)
01-May-22	1	0.088	0	0.088	1.00
01-May-22	2	0.088	0	0.088	1.00
01-May-22	3	0.075	0	0.088	0.85
01-May-22	4	0	0	0	NA
01-May-22	5	0	0	0	NA
01-May-22	6	0	0	0	NA
01-May-22	7	0	0	0	NA
01-May-22	8	0	0	0	NA
01-May-22	9	0	0	0	NA
01-May-22	10	0	0	0	NA
01-May-22	11	0	0	0	NA
01-May-22	12	0	0	0	NA
01-May-22	13	0	0	0	NA
01-May-22	14	0	0	0	NA
01-May-22	15	0	0	0	NA
01-May-22	16	0	0	0	NA
01-May-22	17	0	0	0	NA
01-May-22	18	0	0	0	NA
01-May-22	19	0	0	0	NA
01-May-22	20	0	0	0	NA
01-May-22	21	0	0	0	NA
01-May-22	22	0	0	0	NA
01-May-22	23	0	0	0	NA
01-May-22	24	0	0.075	0.075	1
01-May-22	25	0	0.075	0.075	1
01-May-22	26	0	0.075	0.075	1
01-May-22	27	0	0.075	0.075	1
01-May-22	28	0	0.075	0.075	1
01-May-22	29	0	0.075	0.075	1
01-May-22	30	0	0.06	0.075	0.8
01-May-22	31	0	0.05	0.075	0.67
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	0	0	0	NA
01-May-22	44	0.088	0	0.088	1.00
01-May-22	45	0.08	0	0.088	0.91
01-May-22	46	0.08	0	0.088	0.91
01-May-22	47	0.088	0	0.088	1.00
01-May-22	48	0.088	0	0.088	1.00
01-May-22	49	0.088	0	0.088	1.00
01-May-22	50	0.088	0	0.088	1.00
01-May-22	51	0.088	0	0.088	1.00
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
01-May-22	72	0	0	0	NA
01-May-22	73	0	0	0	NA
01-May-22	74	0	0	0	NA
01-May-22	75	0	0	0	NA
01-May-22	76	0	0	0	NA
01-May-22	77	0	0	0	NA
01-May-22	78	0	0	0	NA
01-May-22	79	0	0	0	NA
01-May-22	80	0	0.075	0.075	1.00
01-May-22	81	0	0.075	0.075	1.00
01-May-22	82	0	0.075	0.075	1.00
01-May-22	83	0	0.075	0.075	1.00
01-May-22	84	0	0.075	0.075	1.00

01-May-22	85	0	0.075	0.075	1.00
01-May-22	86	0	0.075	0.075	1.00
01-May-22	87	0	0.07	0.075	0.93
01-May-22	88	0	0	0	NA
01-May-22	89	0	0	0	NA
01-May-22	90	0	0	0	NA
01-May-22	91	0	0	0	NA
01-May-22	92	0.088	0	0.088	1
01-May-22	93	0.088	0	0.088	1
01-May-22	94	0.088	0	0.088	1
01-May-22	95	0.088	0	0.088	1
01-May-22	96	0.088	0	0.088	1
Total		**1.379**	**1.155**		

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

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

From the above table, Day's System Availability = 0.97

Similarly, the System availability shall be calculated for 35040 time-blocks (96*365) in a year, excluding time-blocks where Grid is unavailable or in case of Force Majeure.

Assuming the following parameters:

a. Total Contract Capacity = 300 MW, **C**
b. Quoted monthly Capacity charges = 5 lakhs/MW/month, **D**
c. Annual system availability (as per procedure above) is calculated to be 0.93, **B**
d. n = 12

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

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

= (0.95-0.93) x 300 x 5 x 12 x 2

= 720 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.iii.

System Efficiency $= \frac{\text{Total of Column (Y)}}{\text{Total of Column (X)}} = \frac{1.155}{1.379} = 0.837 \sim 0.84$ (rounded off to 2 decimal places).

Assuming:

a. monthly System Efficiency = 0.84,

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

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

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

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

= Rs. 0.822 Millions

= Rs. **8.22 lakhs**

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Annexure - E

PROJECT LOCATION DETAILS

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

LIST OF EHV SUBSTATIONS IDENTIFIED FOR BESS PROJECT

SR NO	NAME OF SUB-STATION	EVACUATION CAPACITY	SPARE LAND MTR	AREA SQ. MTR	REMARKS	GPS LOCATION
1	400KV PACHCHHAM GIS	Up to 500 MW (2nd transformer to be commissioned)	400 X 200	80000	New GIS modules will be required for evacuation. Available land may require area grading for leveling of land.	22.399094 N, 72.200964 E
2	400KV BHACHUNDA GIS	Up to 500 MW (400 kV line to be commissioned)	200 X 370	74000	New GIS modules will be required for evacuation. Available land may require area grading for leveling of land.	23.228648 N, 68.984897 E
3	400KV CHARAL (SANAND) GIS	Up to 500 MW	420 X 200	84000	New GIS modules will be required for evacuation. Available land may require area grading for leveling of land.	22.960269 N, 72.250198 E
4	400KV AMRELI	Up to 200 MW	150 X 150 110 X 80	22500 8800	New AIS bays will be required for evacuation (except 400 KV level). Available land may require area grading for leveling of land.	21.671869 N, 71.229668 E
5	220KV SAVDASNA MUVADA (LUNAWADA)	Up to 50 MW	128X70 70X45	8960 3150	New 66 KV AIS bays will be required for evacuation Available land may require area grading for leveling of land.	23.172535 N, 73.695564 E
6	220KV THARAD	Up to 100 MW	180X80	14400	New 66 KV AIS bays will be required for evacuation Available land may require area grading for leveling of land.	24.377325 N, 71.630272 E
7	220KV SADLA	Up to 100 MW	90X250	22500	New 66 KV AIS bays will be required for evacuation Available land may require area grading for leveling of land.	22.734152 N, 71.356613 E
8	220KV RADHANPUR	Up to 50 MW	135X100	13500	New 66 KV or 220 KV AIS bays will be required for	23.833000 N, 71.649500 E

					evacuation Available land may require area grading for leveling of land.	
9	220KV KHANPUR	Up to 100 MW (additional 220 kV line inlets required)	105X170	17850	New 66 KV AIS bays will be required for evacuation Available land may require area grading for leveling of land.	23°13'18"N, 72°52'24"E

Request for Selection (RfS) Document for setting up of Pilot Projects of 25 MW/50 MWh Standalone Battery Energy Storage Systems with additional Greenshoe capacity of 50 MW/100 MWh in the premises of 220 kV Sadla Substation of GETCO at Dist. Surendranagar in Gujarat under Tariff-Based Global Competitive Bidding (Phase-I).

RfS No. GUVNL/BESS/Phase I dated 10.08.2022

AMENDMENT – II dated 15.04.2023

Sr. No.	Reference clause	Existing clause	Amended clause
1	Tender subject	**Tender subject:** "Request for Selection (RfS) Document for setting up of Pilot Projects of 500 MW/1000 MWh Standalone Battery Energy Storage Systems in Gujarat under Tariff-Based Global Competitive Bidding (Phase-I)"	**Tender subject:** "Request for Selection (RfS) Document for setting up of Pilot Projects of **25 MW/50 MWh** Standalone Battery Energy Storage Systems **with additional Greenshoe capacity of 50 MW/100 MWh in the premises of 220 kV Sadla Substation of GETCO at Dist. Surendranagar in Gujarat** under Tariff-Based Global Competitive Bidding (Phase-I)." The capacity of pilot project of 500 MW/1000 MWh standalone Battery Energy Storage Systems in Gujarat under Tariff-Based Global Competitive Bidding (Phase-I) mentioned in RfS and PPA is reduced to 25 MW / 50 MWh. Accordingly, tender subject and all the provisions mentioned in the tender documents (RfS, Draft BESPA, etc) at various clauses shall be read as above and interpreted accordingly.
2	RfS: Annexure - E Project Location Details	Annexure - E PROJECT LOCATION DETAILS	Table under Annexure - E Project Location Details shall be amended as under:

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AMENDMENT – II dated 15.04.2023

<table>
<tr><th>Sr. No.</th><th>Reference clause</th><th>Existing clause</th><th colspan="6">Amended clause</th></tr>
<tr><td></td><td></td><td></td><td colspan="6"><table>
<tr><th>sr no</th><th>Name of Substation</th><th>Spare land mtr</th><th>Area sq. Mtr</th><th>Remarks</th><th>GPS Location</th></tr>
<tr><td>1</td><td>220KV SADLA</td><td>90 mtr. x 250 mtr.</td><td>(22500 sq. mtr.).</td><td>New 66 KV AIS bays will be required for evacuation. Available land may require area grading for levelling of land.</td><td>22.734152 N, 71.356613 E</td></tr>
</table></td></tr>
<tr><td>3</td><td>RfS 10.2 a. BESPA: ARTICLE 5: (5.1.5)

As amended vide addendum</td><td>The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project in case of Project up to 250 MW capacity shall be 18 months and for projects above 250 MW capacity shall be 24 months from effective date i.e. date of signing of BESPA.</td><td colspan="6">The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be <u>18 months</u> from effective date i.e. date of signing of BESPA.</td></tr>
</table>

Request for Selection (RfS) Document for setting up of Pilot Projects of 25 MW/50 MWh Standalone Battery Energy Storage Systems with additional Greenshoe capacity of 50 MW/100 MWh in the premises of 220 kV Sadla Substation of GETCO at Dist. Surendranagar in Gujarat under Tariff-Based Global Competitive Bidding (Phase-I).

RfS No. GUVNL/BESS/Phase I dated 10.08.2022

AMENDMENT – II dated 15.04.2023

Sr. No.	Reference clause	Existing clause	Amended clause
	DATED 18.11.22 (Sr. No.1)		
4	RFS 8.4 As amended vide addendum DATED 18.11.22 (Sr. No.9)	In case two or more bidders are selected for development of project in a single sub-station, GETCO 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. GETCO shall stipulate necessary safeguards mandating that no project shall charge their BESS systems while other project(s) sharing common evacuation infrastructure are discharging their BESS systems.	Pooling of Projects will not relevant under this RfS as the single Developer will install the full capacity of project.
5	RFS 5.1 As amended vide addendum	Selection of BESS Projects for a total capacity of 1000 MWh will be carried out through e-bidding followed by eReverse Auction process. The minimum bid size shall be 100 MWh i.e. 50 MW x 2 hours	Selection of BESS Projects for a total capacity of **25 MW/ 50 MWh** will be carried out through e-bidding followed by e-Reverse Auction process. The minimum bid size shall be **25 MW / 50 MWh, i.e. 25 MW x 2 hours.**

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Request for Selection (RfS) Document for setting up of Pilot Projects of 25 MW/50 MWh Standalone Battery Energy Storage Systems with additional Greenshoe capacity of 50 MW/100 MWh in the premises of 220 kV Sadla Substation of GETCO at Dist. Surendranagar in Gujarat under Tariff-Based Global Competitive Bidding (Phase-I).

RfS No. GUVNL/BESS/Phase I dated 10.08.2022

AMENDMENT – II dated 15.04.2023

Sr. No.	Reference clause	Existing clause	Amended clause
	DATED 18.11.22 (Sr. No.12)		Additional Greenshoe capacity of 100 MWh to be allocated as per terms & conditions mentioned below. 1. The minimum as well as maximum bid size shall be 25MW/50 MWh, i.e. 25 MW x 2 hours. 2. Additional capacity under Greenshoe option shall be of 50MW/100 MWh, i.e. 50 MW x 2 hours. 3. The above Greenshoe capacity to the extent of 50MW/100 MWh capacity may be offered only to the successful bidder, if they are willing to execute BESPA with GUVNL at the discovered tariff under competitive bidding process (followed by e-reverse auction). 4. Successful Bidder intending to avail Greenshoe capacity shall have to meet the eligibility criteria for the capacity intended to be avail under Greenshoe Option. Successful Bidder shall have to comply with the same by making submissions required in accordance with Qualification Requirements of the RfS within a period of 10 days from the conclusion of the reverse auction. 5. In addition to the foregoing, the Successful Bidder willing to execute BESPA with GUVNL at the L1 rate shall have to give

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Sr. No.	Reference clause	Existing clause	Amended clause
			confirmation within the period of 10 days from the conclusion of reverse e-auction. 6. The terms & conditions as well as obligations & rights of Successful Bidder as well as GUVNL shall be identical for additional capacity allocated under the Greenshoe Option as for the base capacity of 25MW/50 MWh under this RfS. 7. Successful Bidder intending to avail Greenshoe capacity shall have to option to avail full 50MW/100 MWh under Greenshoe or part thereof. 8. Single BESPA will be signed for total capacity, i.e. Base capacity won in e-RA plus additional Greenshoe capacity to the extent availed. Full capacity (Base + Greenshoe) shall be installed at same substation.
6	Clause 43 of RfS: Reverse Auction (Step 3)	**43.1** The reverse auction for the total tendered capacity shall be conducted on the portal https://www.bharat-electronictender.com, on the day as intimated by GUVNL to the eligible Bidders. **43.2** The Total eligible Bidders for the reverse auction shall be decided as mentioned below: Assuming	**43.1** The reverse auction for the total tendered capacity shall be conducted on the portal https://www.bharat-electronictender.com, on the day as intimated by GUVNL to the eligible Bidders. **43.2** The Total eligible Bidders for the e-reverse auction shall be decided as mentioned below: Assuming T = Total Techno-Commercially Qualified Bidders, and

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Sr. No.	Reference clause	Existing clause	Amended clause
		T = Total Techno-Commercially Qualified Bidders, and Sk = Cumulative capacity till the 'k'th serial number bidder (not the 'k'th rank bidder) after ranking is done in ascending order from the lowest price bid, or "L1 bid" onwards SE = (Eligible capacity for award) (i) In case 250 MW ≤ ST ≤ 500 MW, SE = 250 MW (ii) In case ST > 500 MW, SE = 500 MW **Total eligible Bidders for e-Reverse Auction** i. In case SE ≤ 500 MW: all the techno-commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA. Accordingly, the no. of bidders shortlisted for e-RA, i.e., "n" = "T". ii. In case SE >500 MW: The lowest ranked bidder, i.e. the bidder quoting the highest tariff (the "H1 bidder") shall be eliminated at this stage, and the remaining techno commercially qualified bidders whose	Sk = Cumulative capacity till the 'k'th serial number bidder (not the 'k'th rank bidder) after ranking is done in ascending order from the lowest price bid, or "L1 bid" onwards SE = Eligible capacity for award **= 25 MW** **ST =** Total **bid capacity of techno-commercially shortlisted bidders.** **Total eligible Bidders for e-Reverse Auction:** i. In case **Sk = SE = ST = 25 MW , i.e. only 1 bid is received even after 3 attempts of bidding**, no reverse auction shall take place and decision to continue with the bidding process may be made with the consent of GERC. ii. In case **Sk = 50 MW, i.e. only 2 bids are received and both are technically qualified (Sk = ST = 50 MW), H1 removal criteria shall not be operated and both the bidders will be qualified for E-RA.** iii. In case **Sk = ST = 75 MW, i.e. 3 bids are received and all three are technically qualified (Sk = ST = 75 MW),** the lowest

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Sr. No.	Reference clause	Existing clause	Amended clause
		financial bids are in line with the RfS provisions, will be shortlisted for e-RA. Accordingly, the no. of bidders shortlisted for e-RA, i.e., "n" = "T"-1 Note: (a) In case more than one bidder is ranked as "H1" bidder, i.e. such bidders are at the same tariff, all such bidders will be eliminated at this stage. (b) The above elimination will take place subject to the condition that the total bid capacity after such elimination remains more than 500 MW. In the contradictory scenario, no elimination will take place at this stage. For e.g. (Shortlisting of Bidders for reverse auction): **Scenario-1**: Total bid capacity of techno-commercially shortlisted bidders = ST=2500 MW	ranked bidder, i.e. the bidder quoting the highest tariff (the "H1 bidder") shall be eliminated at this stage, and the remaining two technically qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA. However, If the first-round tariff quoted in the price-bid is same for two or more Bidders, then both Bidders with same tariff shall be considered of equal rank/ standing in the order and both Bidders with same tariff shall be eligible for reverse auction round. iv. In case **Sk ≥ 100 MW, i.e. more than 3 bids are received,** the lowest ranked bidder, i.e. the bidder quoting the highest tariff (the "H1 bidder") shall be eliminated at this stage, and the remaining techno commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA. However, in case more than one bidder is ranked as "H1" bidder, i.e. such bidders are at the same tariff, all such bidders will be eliminated at this stage, subject to condition that the total bid capacity after such elimination remains at least 50 MW. In the contradictory scenario, no elimination will take place at this stage, if the capacity reduces below 50 MW.

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<table>
<tr><th>Sr. No.</th><th>Reference clause</th><th>Existing clause</th><th>Amended clause</th></tr>
<tr><td></td><td></td><td>
<table>
<tr><th>S. No.</th><th>Techno commercially qualified Bidder</th><th>Rank</th><th>Capacity (MW)</th><th>T</th><th>SE</th><th>n</th><th>Shortlisted Bidders</th></tr>
<tr><td>1</td><td>B8</td><td>L1</td><td>250</td><td>5</td><td>500 MW</td><td>4*</td><td>B8</td></tr>
<tr><td>2</td><td>B5</td><td>L2</td><td>250</td><td></td><td></td><td></td><td>B5</td></tr>
<tr><td>3</td><td>B1</td><td>L3</td><td>500</td><td></td><td></td><td></td><td>B1</td></tr>
<tr><td>4</td><td>B4</td><td>L3</td><td>550</td><td></td><td></td><td></td><td>B4</td></tr>
<tr><td>5</td><td>B2</td><td>L4</td><td>500</td><td></td><td></td><td></td><td></td></tr>
</table>
* n = 5-1 = 4 as per the above formula.

Scenario-2: Total bid capacity of techno-commercially shortlisted bidders = ST=750 MW
<table>
<tr><th>S. No.</th><th>Techno commercially qualified Bidder</th><th>Rank</th><th>Capacity (MW)</th><th>T</th><th>SE</th><th>n</th><th>Shortlisted Bidders</th></tr>
<tr><td>1</td><td>B8</td><td>L1</td><td>250</td><td>3</td><td>500 MW</td><td>3</td><td>B8</td></tr>
<tr><td>2</td><td>B5</td><td>L2</td><td>250</td><td></td><td></td><td></td><td>B5</td></tr>
<tr><td>3</td><td>B1</td><td>L3</td><td>250</td><td></td><td></td><td></td><td>B1</td></tr>
</table>
</td><td>
For e.g. (Shortlisting of Bidders for e-reverse auction):
Scenario-1: Total bid capacity of techno-commercially shortlisted bidders = ST=125 MW
<table>
<tr><th>S. No.</th><th>Techno commercially qualified Bidder</th><th>Rank</th><th>Capacity (MW)</th><th>T</th><th>SE</th><th>n</th><th>Shortlisted Bidders</th></tr>
<tr><td>1</td><td>B3</td><td>L1</td><td>25</td><td>5</td><td>25 MW</td><td>4*</td><td>B3</td></tr>
<tr><td>2</td><td>B5</td><td>L2</td><td>25</td><td></td><td></td><td></td><td>B5</td></tr>
<tr><td>3</td><td>B1</td><td>L3</td><td>25</td><td></td><td></td><td></td><td>B1</td></tr>
<tr><td>4</td><td>B4</td><td>L3</td><td>25</td><td></td><td></td><td></td><td>B4</td></tr>
<tr><td>5</td><td>B2</td><td>L4</td><td>25</td><td></td><td></td><td></td><td></td></tr>
</table>
* n = 5-1 = 4 as per the above formula.

Scenario-2: Total bid capacity of techno-commercially shortlisted bidders = ST=50 MW
<table>
<tr><th>S. No.</th><th>Techno commercially qualified Bidder</th><th>Rank</th><th>Capacity (MW)</th><th>T</th><th>SE</th><th>n</th><th>Shortlisted Bidders</th></tr>
</table>
</td></tr>
</table>

AMENDMENT – II dated 15.04.2023

<table>
<tr><th>Sr. No.</th><th>Reference clause</th><th>Existing clause</th><th>Amended clause</th></tr>
<tr><td></td><td></td><td>* since if n=T-1, total capacity is not more than 500 MW, n = 3 as per the above formula.

43.3 After opening of Financial Bids and at least two hours before the scheduled start time of Reverse Auction on the same day, a system generated email for invitation for Reverse Auction will be sent to those bidders who have been shortlisted for Reverse Auction based on the criteria mentioned at Clause 42.2 above.

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

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

b. The minimum decrement value for tariff shall be INR 1000 per MW. The Bidder can mention its</td><td>
<table>
<tr><td>1</td><td>B2</td><td>L1</td><td>25</td><td rowspan="2">2</td><td rowspan="2">25 MW</td><td rowspan="2">2*</td><td>B2</td></tr>
<tr><td>2</td><td>B1</td><td>L2</td><td>25</td><td>B1</td></tr>
</table>
* n = 5-1 = 4 as per the above formula.

43.3 After opening of Financial Bids and at least two hours before the scheduled start time of e-Reverse Auction on the same day, a system generated email for invitation for e-Reverse Auction will be sent to those bidders who have been shortlisted for Reverse Auction based on the criteria mentioned at Clause 42.2 above.

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

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

b. The minimum decrement value for tariff shall be INR 1000 per MW <u>per Month</u>. The Bidder can mention its revised discounted</td></tr>
</table>

AMENDMENT – II dated 15.04.2023

Sr. No.	Reference clause	Existing clause	Amended clause
		revised discounted tariff which has to be at least Rs. 1000/MW less than its current tariff. c. Bidders can only quote any value lower than their previous quoted tariff taking into consideration the minimum decrement value mentioned in the previous clause. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff. d. During reverse auction, the Bidder shall not have the option of changing the total project capacity while quoting tariff during reverse auction. e. In the bidder's bidding window, the following information can be viewed by the bidder: i. Its tariff as the initial start price and there after last quoted tariff along with the project capacity for which the Bidder is qualified.	tariff which has to be at least Rs.1000/MW/ **Month** less than its current tariff. c. Bidders can only quote any value lower than their previous quoted tariff taking into consideration the minimum decrement value mentioned in the previous clause. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff. d. During E-Reverse Auction, the Bidder shall not have the option of changing the total project capacity while quoting tariff during reverse auction. e. In the bidder's bidding window, the following information can be viewed by the bidder: i. Its tariff as the initial start price and there after last quoted tariff along with the project capacity for which the Bidder is qualified. ii. The list of all the Bidders with their following details: Pseudo Identity, last quoted tariff and project capacity.

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Sr. No.	Reference clause	Existing clause	Amended clause
		ii. The list of all the Bidders with their following details: Pseudo Identity, last quoted tariff and project capacity f. The initial auction period will be of 30 (thirty) minutes with a provision of auto extension by 5 (five) minutes from the scheduled/ extended closing time. Such auto extension shall be effected if by way of reduction in tariff, a Bidder causes a change in its zonal placement at that instant. The 'zones' are as defined below: i. Green Zone: This zone consists of the Bidders who may be allocated their full quoted Project capacity, subject to provisions of Clause 43, if the auction is closed at that instant. ii. Yellow Zone: This zone consists of the Bidders who may be allocated a part of their full quoted Project capacity if the auction is closed at that instant.	f. The initial auction period will be of 30 (thirty) minutes with a provision of auto extension by 5 (five) minutes from the scheduled/ extended closing time. Such auto extension shall be effected if by way of reduction in tariff, a Bidder causes a change in its zonal placement at that instant. The 'zones' are as defined below: **i. Green Zone: This zone consists of the Bidder who may be allocated Project capacity, subject to provisions of Clause 43, if the auction is closed at that instant.** **ii. Red Zone: This zone consists of the Bidders who will not be awarded Project capacity, subject to provisions of Clause 43, if the auction is closed at that instant.** If no such change as described above is effected during the last 5 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed.

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Sr. No.	Reference clause	Existing clause	Amended clause
		iii. Red Zone: This zone consists of the Bidders who will not be awarded their quoted Project capacity, subject to provisions of Clause 43, if the auction is closed at that instant. If no such change as described above is effected during the last 5 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed.	
7	Clause 44 of RfS: Selection of Successful Bidders	**44.1** Subsequent to conclusion of the e-RA process, the bidders in the "Green" and "Yellow" zones as per Clause 43.4.f. above, will be listed in the increasing order of the tariffs discovered at the end of e-RA. 44.2 The bidders who fall within the range of (and including) the lowest tariff (L1 tariff) + 2% of the L1 tariff-hereinafter referred to as "the range"- will be declared as Successful Bidders under the RfS, subject to the following conditions: i. In case the cumulative capacity shortlisted as per the range exceeds SE	**44.1** Subsequent to conclusion of the e-RA process, the bidder in the "Green" zone as per Clause 43.4(f) above, will be listed in the increasing order of the tariffs discovered at the end of e-RA. **44.2** The Bidder who fall in the Green zone, i.e. lowest quoted bidder in e-RA will be declared as Successful Bidder under the RfS, subject to the following conditions: i. Time stamping- In case of a tie among two or more Bidders (i.e. their last quoted tariff being the same), they will be considered in the chronological order of their last quoted tariff during the e-RA with preference to be given to that

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Sr. No.	Reference clause	Existing clause	Amended clause
		(capacity eligible for award as per Clause 42.2 above), the list of Successful Bidders shall be limited by SE. ii. In a borderline case, i.e. the scenario wherein more than one bidder is eligible to be declared as Successful Bidder at the highest tariff (the tariff at the end of the range), and the cumulative capacity exceeds SE, time stamping of bidders shall be used to limit allocation of cumulative capacity up to SE. In such cases, those bidders who are at the same tariff, but they are ranked lower than the ones which fall within the cumulative capacity limit of SE, will not be eligible to be declared as Successful Bidders. In other words, in every possible scenario, the total capacity to be awarded under the RfS shall be limited to SE. iii. Time stamping- In case of a tie among two or more Bidders (i.e. their last quoted tariff being the same), they will be	Bidder who has quoted his last tariff during the e-RA, earlier than others. ii. In the above case, if the time of quote also becomes exactly same among the Bidders at a tie, then the ranking among these Bidders shall be done as follows: Step 1: Lowest rank will be given to the Bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. If there is also a tie among any of these bidders, then the following step (Step 2) will be followed. Step 2: Ranking will be done based on draw of lots. **44.3 (Deleted, as bucket filling is not relevant)** **44.4 (Deleted, as bucket filling is not relevant)** **44.5** Not used. **44.6 (Deleted, as bucket filling is not relevant)**.

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Sr. No.	Reference clause	Existing clause	Amended clause
		considered in the chronological order of their last quoted tariff during the e-RA with preference to be given to that Bidder who has quoted his last tariff during the e-RA, earlier than others. iv. In the above case, if the time of quote also becomes exactly same among the Bidders at a tie, then the ranking among these Bidders shall be done as follows: Step 1: Lowest rank will be given to the Bidder who has quoted the lowest in Financial Bid (Electronic Form) and so on. If there is also a tie among any of these bidders, then the following step (Step 2) will be followed. Step 2: Ranking will be done based on draw of lots. **44.3 Illustration:** Following example provides a possible illustration of the above methodology:	

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Sr. No.	Reference clause	Existing clause	Amended clause
		• L1 tariff discovered after e-RA: Rs. 250/MW • The range (L1+2% of L1): Rs. 255/MW **Table** **44.4 Note:** The allocation of cumulative project capacity shall be closed at SE. In case of the last selected Bidder, if the balance project capacity is less than the total capacity mentioned by the Bidder, then the Project with highest preference (as mentioned in the Covering Letter) shall be awarded to the Bidder, subject to condition that the project has not been selected by other bidders having better rank than the bidder and subject to the maximum cumulative capacity not exceeding SE, being awarded under the RfS. **44.5** Not used.	

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Sr. No.	Reference clause	Existing clause	Amended clause
		44.6 In case the partial capacity offered to the last Successful Bidder as per Clause 43.2 above, it shall be mandatory for the last Bidder to accept the partial capacity offered against its quoted capacity, subject to the total cumulative capacity awarded under the RfS not exceeding SE. In case the last Bidder refuses to accept such partial capacity offered by GUVNL, the Bank Guarantee(s) against EMD submitted by such Bidder shall be encashed by GUVNL.	
8	RfS Clause no.46.43 Definition of project location	"PROJECT LOCATION" shall mean the area identified by the BESSD, comprising village(s), Tehsil(s)/Taluk(s) and District(s) within Gujarat, where the Project is being implemented.	"PROJECT LOCATION" shall mean the premises of 220 kV Sadla Substation of GETCO at Dist. Surendranagar in Gujarat, where the Project is being implemented.
9	RfS Clause no.46.12 Definition of "BID	"BID CAPACITY" shall mean aggregate project capacity of the Battery Energy Storage System(s) as proposed by the Bidder.	"BID CAPACITY" shall mean aggregate project capacity of **25 MW / 50 MWh base capacity plus maximum capacity availed by the successful bidder under Greenshoe option up to 50MW/100 MWh for the Battery Energy Storage System**.

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Sr. No.	Reference clause	Existing clause	Amended clause
	CAPACITY"		
10	Third para of RFS Format 7.3A (Format for Bank Guarantee towards EMD),	This guarantee shall be valid and binding on this Bank up to and including _ [insert date of validity in accordance with Clause No. 17 of this RfS].....	This guarantee shall be valid and binding on this Bank up to and including _ [insert date of validity in accordance with **Clause No. 18** of this RfS].....
11	Clause 6.1, 7.1, 24.1 of RfS: Land Arrangements for the Project	6.1 ..... Land shall be provided through Sublease/Right to Use basis by GETCO to the developer, at an annual lease charge of Re 1 per plot. The L1 Bidder as discovered after the e-Reverse Auction, shall have the first right followed by other bidders based to ranking, to select a location for its allocated Project, from the multiple locations offered in the RfS.	6.1 ..... Land shall be provided through Sublease/Right to Use basis by GETCO to the developer selected through e-RA, at an annual lease charge of Re 1 per plot. **However, signing of Land Lease / Right to Use Agreement shall be subject to prior approval of GERC to be taken by GETCO under Section 17(3) of the Electricity Act 2003.**

Request for Selection (RfS) Document for setting up of Pilot Projects of 25 MW/50 MWh Standalone Battery Energy Storage Systems with additional Greenshoe capacity of 50 MW/100 MWh in the premises of 220 kV Sadla Substation of GETCO at Dist. Surendranagar in Gujarat under Tariff-Based Global Competitive Bidding (Phase-I).

RfS No. GUVNL/BESS/Phase I dated 10.08.2022

AMENDMENT – II dated 15.04.2023

Sr. No.	Reference clause	Existing clause	Amended clause
		7.1 The total Project capacity of 500 / 1000 MWh shall be located in the vicinity of Substations of the STU network as per information mentioned in Annexure-E, in the State of Gujarat. Land identification and allocation for the Projects will be under scope of the GETCO i.e. Transmission licensee owning the identified substation. Land will be provided on lease/right-to use basis to the BESSD at annual lease charge of Re._____per plot through suitable agreement with GETCO, and the same shall be facilitated by GUVNL. Project land details are enclosed herewith at Annexure-E. The Successful Bidders after the e-Reverse Auction, shall have the first right to select a location in the order of their ranking, from the multiple locations offered in the Rfs, generally from the preferred location given by such Bidder, upfront at the time of the bid submission. 24.1 Land identification and possession shall be in line with Clause 6 of the RfS, and GUVNL shall facilitate in grant of land to the BESSD.	7.1 The total Project capacity of 25 MW / 50 MWh shall be located in the vicinity of Substations of the STU network as per information mentioned in Annexure-E, in the State of Gujarat. Land allocation for the Project will be under scope of the GETCO i.e. Transmission licensee owning the identified substation. Land will be provided on lease/right-to use basis to the BESSD at annual lease charge of Re.1 per plot through Sublease/Right to Use agreement with GETCO, and the same shall be facilitated by GUVNL. **However, signing of Land Lease / Right to Use Agreement shall be subject to prior approval of GERC to be taken by GETCO under Section 17(3) of the Electricity Act 2003.** Project land details are enclosed herewith at Annexure-E. 24.1 Land possession shall be in line with Clause 6 of the RfS, and GUVNL shall facilitate in grant of land to the BESSD. **However, signing of Land Lease / Right to Use Agreement shall be subject to prior approval of GERC to be taken by GETCO under Section 17(3) of the Electricity Act 2003.**

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Request for Selection (RfS) Document for setting up of Pilot Projects of 500 MW/1000 MWh Standalone Battery Energy Storage Systems in Gujarat under Tariff-Based Global competitive Bidding (Phase-I) - RfS No. GUVNL/BESS/Phase I dated 10.08.2022

1) 'Soil Investigation Reports' prepared by GETCO of all locations can be downloaded from below mentioned link.

   https://drive.google.com/drive/folders/1i9ASLNTje-5XqUREKnJTRJqq3o1B0kd8?usp=sharing

2) 'GA drawings' prepared by GETCO of all locations can be downloaded from below mentioned link.

   https://drive.google.com/drive/folders/1Mxv9syxvrvjLY63z2IOFBfvpjQjmWMzf?usp=sharing

3) 'SLD for all locations' prepared by GETCO of all locations can be downloaded from below mentioned link.

   https://drive.google.com/drive/folders/1azVCKCBr0z5vwF4m3E5XLe_Ofdv1wAep?usp=sharing

STANDARD

BATTERY ENERGY STORAGE PURCHASE AGREEMENT

FOR

PROCUREMENT OF_____MW/____MWH

ON LONG TERM BASIS

Between

..... [Insert Name of BESSD]

And

Gujarat Urja Vikas Nigam Limited

..... [Insert month and year]

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

Between

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

And

Gujarat Urja Vikas Nigam Limited, a company incorporated under the Companies Act 1956, having its registered office at Sardar Patel Vidyut Bhavan, Race Course Vadodara – 390 007 (hereinafter referred to as **"GUVNL", or "Procurer" or "Buyer"** which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assignees) as a Partyof the **Second Part**;

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

WHEREAS:

A. The Ministry of Power, Government of India has issued the "*Guidelines for Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services*" vide Resolution dated 10th March 2022, including subsequent amendments and clarifications thereof, if any, issued until_____[Enter the last date of bid submission of the RfS].

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

C. GUVNL had initiated a Tariff Based Competitive Bid Process for development of

cumulative capacity of 500 MW/1000 MWh of STU connected Battery Energy Storage Project(s) (Projects) on the terms and conditions contained in the Request for Selection Documents (herein after referred to as **'RFS')** issued by GUVNL vide RfS No..... dated..... by taking prior approval of Government of Gujarat regarding deviations from the Guidelines dated 10th March 2022 issued by Central Government in accordance with the process specified in Clause A, Section V of the Guidelines.

D. GUVNL has issued the Letter of Intent No..... dated..... in favor of the _____[Insert name of the Bidding Company] for development and establishment of the MW/_____MWh of "Project" or "BESS" at location(s) provided at _____ in the State of _____ as per the terms and conditionscontained in the RfS, this Battery Energy Storage Purchase Agreement (BESPA) and other bidding documents as well as the conditions contained in the Letter of Intent.

E. **[Insert Name of the Bidding Company]** has been selected in the Competitive Bidding Process {in case Bidding Company is executing the Project through SPV}, has constituted a ..... **[Insert Name of the SPV]** (hereinafter referred to as '**BESSD**'), for development, and supply of BESS Capacity from the .....MW/_____MWh of the Project / BESS to be established by BESSD in_____ S/s, _____ and for making available such Battery Energy Storage Capacity to GUVNL.

F. GUVNL has agreed to purchase such Battery Energy Storage Capacity from the BESSD as per the provisions of the RfS.

G. In terms of the RfS and the Bidding Documents, the BESSD has furnished the Performance Bank Guarantee in the sum of Rs.....in favour of GUVNL as per the format provided as a part of the Bidding Documents and a copy of the Bank Guarantee provided in Schedule – 1 to this Agreement.

H. BESSD has fulfilled the terms of the RfS Documents and the terms of the Letter of Intent for signing this Battery Energy Storage Purchase Agreement as a definitive agreement for developing the "Project" (or "BESS") of..... MW / _____MWh at _____ S/s, _____ for making available Battery Energy Storage Capacity by the BESSD to GUVNL;

I. The parties have agreed to execute this Battery Energy Storage Purchase Agreement in terms of the provisions of the RfS, the bidding documents and the Letter of Intent in regard to the terms and conditions for development of the Project at Gujarat on "Build, Own Operate" basis and for making available such Battery Energy Storage Capacity by the BESSD to GUVNL.

J. GUVNL shall be filing a Petition under Section 63 of the Electricity Act, 2003 before the Gujarat Electricity Regulatory Commission (GERC) for adoption of tariff/capacity charges discovered in terms of the competitive bidding. The present Agreement shall be subject to the adoption of tariff by GERC.

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

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

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

Agreement" or "Storage Capacity Agreement" "SCA" or "BESPA"	
"Appropriate Commission"	Unless otherwise stated, Appropriate Commission shall mean Gujarat Electricity Regulatory Commission;
"Annual Availability"	For a particular Contract Year, "Annual Availability" shall be the average availability of the Contracted BESS capacity during that particular Contract Year, calculated as per the RfS ;
"Bill Dispute Notice"	shall mean the notice issued by a Party raising a Dispute regarding a Monthly Bill or a Supplementary Bill issued by the other Party;
"Business Day"	shall mean with respect to BESSD and GUVNL, a day other than Sundayor a statutory holiday, on which the banks remain open for business in Vadodara;
"Discom"	shall mean one or more of the following distribution companies: a) Madhya Gujarat Vij Company Limited b) Dakshin Gujarat Vij Company Limited c) Uttar Gujarat Vij Company Limited and d) Paschim Gujarat Vij Company Limited
"CERC"	shall mean the Central Electricity Regulatory Commission of India, constituted under sub – section (1) of Section 76 of the Electricity Act, 2003, or its successors;
"CTU" or "Central Transmission Utility"	shall mean the Government Company notified by the Central Government under Sub-Section (1) of Section 38 of the Electricity Act, 2003.
"Change in Law"	shall have the meaning ascribed thereto in Article 12 of this Agreement;
"Commissioning"	The Project will be considered as commissioned if all equipment as per rated Project Capacity has been installed, synchronized with Grid, demonstrated all required parameters as per procedure in Schedule 3 of this Agreement and certification of the same is done by GEDA.
"Commercial Operation Date (COD)"	shall mean the date of next day on which the Project Capacity or the last part capacity of the Project (as the case may be) has achieved successful commissioning (as per provisions of this Agreement and RfS Documents).
"Competent Court of Law"	shall mean any court or tribunal or any similar judicial or quasi-judicial body in India that has jurisdiction to adjudicate upon issues relating to this Agreement;

"Consents, Clearances and Permits"	shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up Project and providing energy storage facility under this Agreement;

"Consultation Period"	shall mean the period of ninety (90) days or such other longer periodas the Parties may agree, commencing from the date of issuance of aBESSD Preliminary Default Notice or GUVNL Preliminary Default Notice as provided in Article 13 of this Agreement, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances;
"Contract Year"	shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 providedthat: (i) in the financial year in which the Scheduled Commissioning Datewould occur, the Contract Year shall end on the date immediatelybefore the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding March 31, and thereafter each period of twelve (12) monthscommencing on April 1 and ending on March 31, and (ii) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement
"Contracted Capacity"	shall mean ..... [Insert 100% of the Project Capacity] .....MW/_____MWh, which is the Energy Storage Capacity contracted with GUVNL for supply by the BESSD to GUVNL at the Delivery Point from the Project. Moreover, it is clarified that the Project Capacity, i.e. _____ MW (Insert the Project Capacity) shall not be capacity demonstrated under any other tender concluded by any Central or State Agency as on thelast date of bid submission of this RfS.
"Controlling Shareholding"	shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium.
"Day"	shall mean a day, if not a Business Day, the immediately succeedingBusiness Day.
"Debt Due"	shall mean the aggregate of the following sums expressed in IndianRupees outstanding on the Transfer Date: a. The principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the 'Principal') but excluding any part of

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

"DISCOMs"	shall mean the GUVNL or the distribution utilities who have signed/will sign the BESSA (s) with GUVNL for purchase of Battery Energy Storage Capacity;
"Dispute"	shall mean any dispute or difference of any kind between GUVNL and the BESSD, in connection with or arising out of this Agreement including but not limited to any issue on the interpretation and scope of the terms of this Agreement as provided in Article 16 of this Agreement;
"Due Date"	shall mean the sixtieth (60^{th}) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by the GUVNL or, if suchday is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by the GUVNL.
"Effective Date"	shall have the meaning ascribed thereto in Article 2.1 of this Agreement;
"Electricity Laws"	shall mean the Electricity Act, 2003 and the rules and regulations made there under from time to time along with amendments thereto and replacements thereof and any other Law pertaining to electricity including regulations framed by the Appropriate Commission;
"Energy Accounts"	shall mean the regional energy accounts/state energy accounts as specified in the Grid Code issued by the appropriate agency for each Month (as per their prescribed methodology), including the revisions and amendments thereof
"Event of Default"	shall mean the events as defined in Article 13 of this Agreement;
"Expiry Date"	Shall mean the date occurring as on eight (08) years from the Scheduled Commissioning Date (SCD) or the date of full commissioning of the Project, whichever is later, subject to the condition that the storage capacity shall be made available to GUVNL for a period up to 08 years from the Scheduled Commissioning Date (SCD) or the date of full commissioning of the Project, whichever is later, unless extended by the Parties as per this Agreement;
"Financial Closure"	shall mean compliance with the requirements under Article 3.1 of this Agreement;
"Financing Agreements"	shall mean the agreements pursuant to which the BESSD has sought financing for the Project including the loan agreements, security documents, notes, indentures, security agreements, letters of credit and other documents, as may be amended, modified, or replaced from time to time, but without in anyway increasing the liabilities of GUVNL;
"Force Majeure" or "Force Majeure Event"	shall have the meaning ascribed thereto in Article 11 of this Agreement;

"GEDA"	"GEDA" shall mean the Gujarat Energy Development Agency, the Nodal Agency constituted by the Government of Gujarat for energy development of Renewable Energy in the State or it's successor, if any, as decided by the State Government from time to time;
"Guidelines" or "Scheme"	shall mean the Guidelines for "Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services" issued by the Ministry of Power vide Gazette Resolution dated 10th March 2022, including subsequent amendments and clarifications, issued until the last date of bid submission of the referred RfS;
"Grid Code" / "IEGC" or "State Grid Code"	shall mean the Grid Code specified by the CERC under Clause (h) of Sub-section (1) of Section 79 of the Electricity Act, as amended from time to time, and/or the State Grid Code as specified by the Gujarat State Commission, referred under Clause (h) of Sub- section (1) of Section 86 of the Electricity Act 2003, as applicable;
ISTS	shall mean the Inter-State Transmission System;
"Indian Governmental Instrumentality"	shall mean the GoI, the GoG and their ministries, inspectorate, departments, agencies, bodies, authorities, legislative bodies.
"Insurances"	shall mean the insurance cover to be obtained and maintained by the BESSD in accordance with Article 8 of this Agreement;
"Interconnection Facilities"	shall mean the facilities on BESSD's side of the Delivery Point for scheduling, transmitting and metering the electrical output and input in accordance with this Agreement and which shall include, without limitation, all other transmission lines and associated equipment, transformers, relay and switching equipment and protective devices, safety equipment and RTU, Data Transfer and Acquisition facilities for transmitting data subject to Article 7, the Metering System required for supply of power as per the terms of this Agreement;
"Invoice" or "Bill"	shall mean either a Monthly Bill / Supplementary Bill or a Monthly Invoice/ Supplementary Invoice raised by any of the Parties;
"Joint Control"	shall mean a situation where none of the promoter shareholders has more than 50% shareholding in the paid-up share capital and voting rights in the BESSD, and the control is exercised jointly;
"Late Payment Surcharge"	shall have the meaning ascribed thereto in Article 10.3.3 of this Agreement;

"Law"	shall mean in relation to this Agreement, all laws including Electricity Laws in force in India and any statute, ordinance, regulation, notification or code, rule, or any interpretation of any of them by an Indian Governmental Instrumentality and having force of law and shall further include without limitation all applicable rules, regulations, orders, notifications by an Indian Governmental Instrumentality pursuant to or under any of them and shall include without limitation all rules, regulations, decisions and orders of the Appropriate Commissions;
"Letter of Credit" or "L/C"	shall have the meaning ascribed thereto in Article 10.4 of this Agreement;
"MNRE"	shall mean the Ministry of New and Renewable Energy, Government of India;
"MOP"	shall mean the Ministry of Power, Government of India;
"Month"	shall mean a period of thirty (30) days from (and excluding) the date of the event, where applicable, else a calendar month;
"Party" and "Parties"	shall have the meaning ascribed thereto in the recital to this Agreement;
"Payment Security Mechanism"	shall have the meaning ascribed thereto in Article 10.4 of this Agreement;
"Performance Bank Guarantee" or "PBG"	shall mean the irrevocable unconditional bank guarantee, submitted by the BESSD to GUVNL in the form attached hereto as Schedule1;
"Battery Energy Storage Project" or "Project" or "BESS PROJECT", **"Battery Energy Storage Systems"** or **"BESS"**	shall mean the system(s)/projects of .....[Insert capacity] MW/_____MWh, located at.....[Insert name of the place] in .... [Insert name of the District and State] having a separate control system, metering and single point of injection into the grid at Delivery/Interconnection/Metering point at STU substation and utilizing methods and technologies such as electrochemical batteries (Lead Acid, Li-ion, solid state batteries, flow batteries etc.), providing a facility that can store energy and deliver the stored energy in the form of electricity, including ancillary facilities (grid support, for example). It also includes all units and auxiliaries, Battery Energy Management System including associated applications / software; bay/s for transmission system in the switchyard, dedicated transmission line up to the Delivery Point, if any, and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility; whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of above mentioned Battery Energy Storage Capacity as per this Agreement;
"Preliminary Default Notice"	shall have the meaning ascribed thereto in Article 13 of this Agreement;

"Project Capacity"	Shall mean [Insert the capacity] MW/_____MWh [as per LOI] of BESS, which [Insert name of BESSD] is required to "Build Own Operate" and supply such Battery Energy Storage Capacity as per provisions of this Agreement read harmoniously with RfS Documents and LOI.
"Prudent Utility Practices"	shall mean the practices, methods and standards that are generally accepted internationally from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation and maintenance of Energy Storage System equipment and which practices, methods and standards shall be adjusted as necessary, to take account of: a) operation and maintenance guidelines recommended by the manufacturers of the plant and equipment to be installed / used for the Project Battery Energy Storage Project; b) the requirements of Indian Law; and the physical conditions at the site of the Project; c) Installation, Operation, Maintenance and Safety Guidelines / Rules / Regulations for BESS/ Projects / Power Projects issued by Indian Government Instrumentality;
"RBI"	shall mean the Reserve Bank of India;
"Rebate"	shall have the same meaning as ascribed thereto in Article 10.3.4 of this Agreement;
"RLDC"	shall mean the relevant Regional Load Dispatch Centre established under Sub-section (1) of Section 27 of the Electricity Act, 2003;
"RPC"	shall mean the relevant Regional Power Committee established by the Government of India for a specific region in accordance with the Electricity Act, 2003 for facilitating integrated operation of the power system in that region;
"Rupees", "Rs.", "₹"	shall mean Indian rupees, the lawful currency of India;
"Scheduled Commissioning Date" or "SCD" of the Project	shall mean..... [Insert Date];
"GERC"	shall mean the Gujarat Electricity Regulatory Commission constituted under Section-82 of the Electricity Act, 2003 or its successors;
"SLDC"	shall mean the State Load Dispatch Center of the Gujarat State established under Sub-section (1) of Section 31of the Electricity Act 2003;
"SLDC Charges"	shall mean the charges levied by the SLDC;
"GUVNL"	shall mean Gujarat Urja Vikas Nigam Limited

"State Transmission Utility" or "STU" or "GETCO"	shall mean Gujarat Energy Transmission Corporation Limited notified by the Government of Gujarat under Sub-section (1) of Section 39 of the Act including its successors;
"Tariff" or "Applicable Tariff"	Shall have the same meaning as provided for in Article 9 of this Agreement;
"Tariff Payment"	shall mean the payments to be made under Monthly Bills as referred to in Article 10 and the relevant Supplementary Bills;
"Termination Notice"	shall mean the notice given by either Parties for termination of this Agreement in accordance with Article 13 of this Agreement;
"Term of Agreement"	shall have the meaning ascribed thereto in Article 2 of this Agreement;
"Unit/ Part Commissioning"	Subject to the compliance of conditions / procedure as detailed under Schedule-3 of this Agreement, Unit / Part Commissioning shall mean the Energy Storage Power Capacity (AC MW/ AC MWh) to be commissioned as per provisions of this Agreement and RfS document and to be certified by GEDA. Subject to other applicable provisions, the minimum part commissioning capacity for the 1st part will be 50 MW / 100 MWh or 50% of the Project Capacity whichever is lower. The total number of instalments / phases / parts in which a Project can be commissioned will be not more than 3, i.e., 1st Part of min. 50 MW or 50% of the Project Capacity whichever is less and 2 subsequent parts.
"Unit Commercial Operation Date (UCOD)"	shall mean the date of the next day of commissioning of the respective part(s) of the Battery Energy Storage Project subsequent to the demonstration of the compliance of commissioning as per this Agreement and witnessed by the Committee (as applicable) duly constituted by GEDA and also start of injection / drawl and scheduling of power from the BESS at the Delivery Point and availability / installation of all necessary arrangements / equipment including RTU for scheduling of power charged and discharged from the Project and transmission of data to the concerned authority as per applicable regulation;
"Week"	shall mean a calendar week commencing from 00:00 hours of Monday, and ending at 24:00 hours of the following Sunday;

1.2 Interpretation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Battery Energy Storage Purchase Agreement
2. RfS Document & Letter of Intent
3. Lease Agreement

1.2.19 This agreement shall be subject to approval / adoption of tariff by GERC.

ARTICLE 2: TERM OF AGREEMENT

2.1 Effective Date

2.1.1 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.

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

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

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

2.2 Term of Agreement

2.2.1 Subject to Article 2.3 and 2.4 of this Agreement, this Agreement shall be valid for a term from the Effective Date until the Expiry Date. This Agreement may be extended for a further period at least one hundred eighty (180) days prior to the Expiry Date, on mutually agreed terms and conditions and with due approval of GERC.

2.2.2 At the end of the **7th** Contract Year after COD, the BESSD would be required to demonstrate the operational residue BESS capacity of not less than **73.5%** of the project capacity and extension in the term of this BESPA, if any, decided in accordance with the Article 2.2.1 above shall become effective only after

demonstration of the operational residue BESS capacity as per this clause Such capacity demonstration shall be made by the BESSD in the beginning of the 8th Contract Year as per the procedure for capacity demonstration detailed under Commissioning Procedure and shall be witnessed by a Committee duly constituted by GEDA having DISCOM / GETCO's representatives.

2.2.3 In case BESSD fails to demonstrate operational residue capacity of a minimum value as per Article 2.2.2 above, the term of BESPA shall not be extended.

2.2.4 Transfer of the Project land to GETCO: At the end of the 8th Contract Year after COD, unless the term of BESPA is extended, the possession of project land shall be transferred back to GETCO or any other agency nominated by GUVNL / GETCO, with the Project Land being free from all encumbrances or liabilities, in accordance with the lease agreement entered into with GETCO

2.3 Early Termination

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

2.4 Survival

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

ARTICLE 3: CONDITIONS SUBSEQUENT

3.1 Satisfaction of conditions subsequent by the BESSD

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

(i) BESSD shall sign Right-to-Use/Land Lease/Sub-Lease Agreement with GETCO_____immediately, but not later than 60 days after effective date of BESPA;

In case, the delay in signing of Right-to-Use/Land Lease/Sub-Lease Agreement is due to reasons of Force Majeure Event or reasons solely attributable to GETCO, then the deadline to fulfil Conditions Subsequent will be extended commensurate with the delay in signing of Land Use/Right-to-Use/Sub-Lease Agreement beyond the deadline of 60 days mentioned hereinabove.

(ii) BESSD at it's own cost and risk by..... [Enter the date as on Twelve (12) Months after the Effective Date] shall make Project financing arrangements (i.e. *arrangement of necessary funds by the Battery Storage System Developer towards 100 % project cost either by way of commitment of funds by the Company from its internal resources (by a resolution passed by the Board of Directors) and/or tie up of funds through a bank/financial institution by way of sanction of a loan or firm commitment letter agreeing to finance*) for Projects(s) and shall provide necessary certificates and documents to GUVNL in this regard;

(iii) Detailed Project Report (DPR) of the Project, detailing out project configuration and proposed commissioning schedule of the Project shall be submitted.

(iv) The BESSD shall also submit to GUVNL the relevant documents as stated above, complying with the Conditions Subsequent, within Twelve (12) months from the Effective Date except land agreement which shall be submitted on or before SCD.

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

delay in verification ofdocuments and subsequent delay in Financial Closure.

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

3.2.1 In case of a failure to submit the documents as in Article 3.1 above, GUVNL may encash the Performance Bank Guarantee submitted by the BESSD, terminate this Agreement and remove the Project from the list of the selectedProjects by giving a notice to the BESSD in writing of at least seven (30) days, unlessthe delay BESSD is on account of delay in allotment of Land not owing to any actionor inaction on the part of the BESSD or caused due to a Force Majeure. Unless extended as per provisions of Article 3.2.1 (i) of this Agreement in writing, the termination of the Agreement shall take effect upon the expiry of the 30th day of the above notice.

3.2.1 (i) An extension, without any impact on the Scheduled Commissioning Date, can however be considered by GUVNL, on the sole request of BESSD, on payment of Rs. 1000/- per day per MW plus GST to GUVNL. Such request has to be made by BESSD prior to the due date of Financial Closure and the extension charges are required to be paid to GUVNL in advance, for the period of extension required. In case of any delay in depositing this extension charge, BESSD shall pay an interest on this extension charge for the days lapsed beyond the due date of Financial Closure @ SBI-MCLR (1Year). In case of delay in making payment of the extension charges to GUVNL is more than 30 days, GUVNL may terminate the Agreement by issuing notice of 30 days.. In case of the BESSD meeting the requirements of conditions subsequent and financial closure before the last date of such proposed delay period, the excess amount deposited by the BESSD shall be returned by GUVNL without interest. This extension will not have any impact on theScheduled Commissioning Date. Any extension charges paid so by the BESSD, shallbe returned to the BESSD without any interest on achievement of successful commissioning within the Scheduled Commissioning Date, on pro-rata basis, basedon the project capacity commissioned as on Scheduled Commissioning Date. However, in case the BESSD fails to commission the Contract Capacity by Scheduled Commissioning Date, the extension charges deposited by the BESSD shall not be refunded by GUVNL. This shall be without prejudice to the further right of GUVNL to claim liquidated damages for the delay in achieving the Commissioning of the project.

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

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

3.2.4 Provided that due to the provisions of this Article 3.2.1, any increase in the time period for completion of conditions subsequent and financial closure mentioned under

Article 3.1, shall also lead to an equal extension in the Scheduled Commissioning Date.

3.3 Performance Bank Guarantee

3.3.1 The Performance Bank Guarantee (PBG) havingvalidity from the date of submission of PBG until 9 months after the SCD (with additional claim period as per RBI norms) submitted for a value of 11.1 Lakh/MW (being a genuine pre-estimate as agreed by the Parties) to be furnished under this Agreement shall be for guaranteeing the commencement of the supply (injection / drawl) of power / energy up to the Project Capacity within the time specified in this Agreement as per Schedule 1.

3.3.2 The failure on the part of the BESSD to furnish and maintain the Performance Bank Guarantee shall be a material breach of the term of this Agreement on the partof the BESSD.

3.3.3 If the BESSD fails to commence charging & discharging of power from the Scheduled Commissioning Date specified in this Agreement or any further extension thereof granted by GUVNL, subject to conditions mentioned in Article 4.5, GUVNL shall encash the Performance Bank Guarantee equivalent to the amount calculated as per liquidated damages applicable under Article 4.6 as on the date of encashment without prejudice to the other rights of GUVNL under this Agreement.

3.3.4 BESSD acknowledges and accepts that the amount of the Performance Bank Guarantee and the methodology specified herein above for calculation of the compensation payable for non fulfillment of conditions subsequent within the stipulated time as well as non commencement of supply within the stipulated time is a genuine and accurate pre-estimation of the actual loss that will be suffered by GUVNL. BESSD further acknowledges and accepts that a breach of any of the obligations contained herein result in injuries and that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this document is a genuine and reasonable pre estimate of the damages that may be suffered by GUVNL in each case specified under this Agreement.

3.4 Return of Performance Bank Guarantee/ Payment on Order Instrument

3.4.1 Subject to Article 3.3, GUVNL shall return / release the Performance Bank Guarantee immediately after the successful Commissioning of the Project after adjusting the claim of any liquidated damages / penalties due to delays in

commissioning as per provisions stipulated in this Agreement.

3.4.2 The return / release of the Performance Bank Guarantee shall be without prejudice to other rights of GUVNL under this Agreement.

ARTICLE 4: CONSTRUCTION & DEVELOPMENT OF THE PROJECT

4.1 BESSD's Obligations

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

a) The BESSD shall be offered land on Right to Use / Lease / Sub-lease / licensing arrangement (as applicable) not later than 60 daysfrom the Effective Date of BESPA. BESSD shall promptly comply with all the statutory / non- statutory, legal requirements including but not limited to signing of any agreement, payment of considerations etc. as per the offer made for the land.

b) The BESSD shall submit duly executed documents/Agreements to establish possession/right to use the required land area in the name of the BESSD for a period not less than the complete term of the BESPA, on or before the SCD failing which Commissioning of the Project will not be allowed.

c) The BESSD shall be solely responsible and make arrangements for associated infrastructure for development of the Project and for Connectivity with the STU till Delivery Point for confirming the evacuation of power by the Scheduled Commissioning date and all clearances related thereto. However, itis clarified that the Project shall be interconnected to the ____ substation in Gujarat. Connectivity has been assured to be provided to theBESSD, and necessary applications in this regard, will be required to be madeby the BESSD. All the requisite costs associated with and including fees for obtaining connectivity shall be borne by the BESSD.

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

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

f) the commencement of charging & discharging of power / energy up to the Contracted Capacity to GUVNL no later than the Scheduled Commissioning Date and continuance of the charging & discharging of power throughout the term of the Agreement;

g) connecting the Project switchyard with the Interconnection Facilities at the Delivery Point; The BESSD shall make adequate arrangements to connect the Project switchyard with the Interconnection Facilities at Interconnection / Metering / Delivery Point.

h) owning the Project throughout the Term of Agreement free and clear of encumbrances, except those expressly permitted under Article 15.

i) maintaining its shareholding pattern as per provisions of the RfS Document.

j) fulfilling all other obligations required to be undertaken by the BESSD under this Agreement for development of Project on "Build, Own, Operate" basis and supply of BESS Capacity during Term of this Agreement and as per provisions of this Agreement, RfS and LOI.

k) The BESSD shall be responsible to for directly coordinating and dealing with the GUVNL, GETCO, DISCOM, Load Dispatch Centres, Regional Power Committees, and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of Stored Energy Capacity and due compliance with deviation and settlement mechanism and the applicable Grid code/State/Central Regulations, acknowledging that the BESSD and GETCO/DISCOM are the Grid connected entities in respect of the Battery Energy Storage Capacity contracted under this Agreement.

l) The BESSD shall fulfil the technical requirements according to criteria mentioned under Annexure A–Technical requirement for Project under the Guidelines and RfS.

m) Further, the Project being implemented under this Agreement shall fulfil the criteria as per Central Electricity Authority (Technical Standards for

Connectivity to the Grid) Regulations, 2007, and subsequent amendments and clarifications thereof,

n) As part of scheduling of power / energy from / to the Project for discharging / charging, the BESSD will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interface of SLDC for the corridor of power flow, as per the Regulations in force, under intimation to GUVNL and inconsultation with GUVNL. GUVNL may facilitate in identification of any discrepancy and assist the BESSD for its early rectification without any liability on GUVNL. The BESSD shall be solely responsible for discrepancy identificationand its rectification to avoid any rejection/less payment of invoices / penalty.

o) (Not used)

p) After signing of BESPA, the BESSD shall apply for drawl NOC(s) from the STU as per the power mapping provided by GUVNL.

q) The BESSD shall obtain financial closure within 12 (twelve) months period mentioned in Article 3.1.

r) BESSD shall be liable to make available on first priority to GUVNL, all available capacity from the Project namely and there shall be no commitment entered into by the BESSD affecting the said rights of GUVNL.

4.2 Information regarding Interconnection Facilities

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

4.2.2 Penalties, fines and charges imposed by the CTU/ STU under any statute or regulation in relation to delay in commissioning of Project shall be under the Scope of BESSD and there shall be no recourse to GUVNL in this regard. In case, there is any liability on GUVNL under the extant Regulations for any delay in commissioning of BESSD, GUVNL shall be reimbursed for the same from BESSD and GUVNL shall be entitled to encash the Bank Guarantees available with it or adjust against the payments due to BESSD for recovery of such amounts.

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

4.2.4 The BESSD shall be responsible for applying for connectivity for the Project. However, in case of modification in the applicable regulations and implementation of General Network Access (GNA) Rules subsequently, in case the GNA Rules are applicable on the Projects under this tender, obtaining Grid Access shall be the responsibility of the entity as per the prevalent GNA rules.

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

4.2.6 Treatment of STU Charges & losses shall be as per the extent regulation / orders / guidelines.

4.2.7

1. BESSD needs to carry out inter-device interaction studies for BESS with RE generation (Wind/Solar) and STATCOMs in nearby substations.
2. Following studies may be conducted (not limited to below) by BESS Developer(s) in this regard as per requirements of STU:
   i. Harmonic studies considering network and BESS system along with flicker studies
   ii. Transient and dynamic studies
   iii. Small signal stability studies
   iv. Sub-Synchronous Oscillations/ Sub-Synchronous Resonance / Sub-Synchronous Torsional Interaction studies
   v. Sub-synchronous control interactions studies between different converter based equipment.
   vi. Any other studies stipulated by STU.

3. In addition, BESS system shall comply to requirements/performance parameters stipulated in Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 and its amendments.
4. Communication Equipment Requirement at BESS end shall be as per stipulations of STU:

   BESSD will provide UGFO/Approach cable (having minimum 12 Fibers) from BESS end to the ..... control room.

   BESSD will provide FOTE (STM-16) terminal equipment, FODP and PMU at the BESS end.
5. Communication Equipment Requirement at STU end shall be as per stipulations of STU:

   A. At STU station (Option-1: Incase BESSD opts for bay under its scope): BESSD will provide FOTE (STM-16), FODP and approach cable at STU station at its bay kiosk and shall also provide suitable optical interface at STU Sub-station FOTE for local patching.

   B. At STU station (Option-2: Incase bays are under STU): BESS Developer to provide suitable optical interface at STU Substation FOTE for integration.

4.3 Purchase and sale of Contracted Capacity

4.3.1 Subject to the terms and conditions of this Agreement, the BESSD undertakes to sell to GUVNL and GUVNL undertakes to pay Applicable Tariff as per this Agreement for the Battery Energy Storage Capacity up to the Contracted Capacity at the Delivery Point.

4.3.2 (not used).

4.4 Right to Project / Contracted Capacity

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

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

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

a) **Minimum Annual Average Availability of 95%:** During any Contract Year for the Contracted Capacity, BESSD shall be required to maintain minimum annual average availability of 95%. Annual Average Availability shall be calculated as per methodology given in the RfS.

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

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

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

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

(i) For $70\% \leq RtE < 85\%$ there shall be a liquidated damage levied @ Rs. APPC charge of previous financial year of GUVNL of excess conversion losses considering system RtE = 85%

(ii) For RtE <70%, there shall be a liquidated damage levied @ APPC charge of previous financial year of the Discoms of excess conversion losses considering system RtE = 85% , and tariff payment for the corresponding month shall not be made to the BESSD.

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

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

Year	Min. Dispatchable Capacity at the end of Year (as a % of Capacity at the Beginning of Life/COD)
1	97.5%
2	92.50%
3	88.75%
4	85.00%
5	81.25%
6	77.50%
7	73.75%
8	71.25%

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

4.4.3 Shortfall in meeting Performance Criteria

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

- Subsequent to COD of full Project Capacity, in case the annual Availability demonstrated by the BESSD is less than the minimum as specified above, such shortfall in performance shall make the BESSD liable to pay the liquidated damages provided in the BESPA to GUVNL.
- Liquidated damages on account of shortfall in meeting the minimum Availability criteria as per Article 4.4.2 (a) will be computed as follows:

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

  where,

  A is Guaranteed Annual Availability as per Article 4.4.2 (a) above;

B is Actual Annual System Availability, as calculated as per Schedule-B of this Agreement;

C is Contracted Capacity;

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

n is the no. of months.

- In case the BESSD fails to meet the monthly RtE demonstration as per Article 4.4.2 (b), additional Liquidated Damages for the unavailability of the required minimum RtE shall be applicable for the entire month.

For avoidance of any doubt, liquidated damages as specified above are mutually exclusive and independent, therefore, in case of levying of liquidated damages against Annual Average Availability and Round-Trip Efficiency, both damages shall be payable by the BESSD. Illustrations regarding calculation of liquidated damages are provided at Schedule-2 of this Agreement.

4.5 Extensions of Time

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

a) any GUVNL Event of Default; or

b) Force Majeure Events affecting GUVNL or

c) Force Majeure Events affecting the BESSD,

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

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

4.5.3 In case of extension due to reasons specified in Article 4.5.1(b) and (c), and if such Force Majeure Event continues even after a maximum period of 180 days from the date of the Force Majeure Notice, any of the Parties may choose to terminate the Agreement as per the provisions of Article 11.10. In case neither party terminates the Agreement under this clause, the Agreement shall stand terminated on the expiry of twelve (12) months of the continuation of the Force Majeure event unless the parties mutually agree to extend the Agreement for the further period.

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

4.5.5 As a result of such extension on account of Article 4.5.1 or Article 4.5.2, the newly determined Scheduled Commissioning Date and newly determined Expiry Date shall be deemed to be the Scheduled Commissioning Date and the Expiry Date for the purposes of this Agreement.

4.5.6 Not used.

4.5.7 Delay in commissioning of the project beyond the scheduled commissioning date for reasons other than those specified in Article 4.5.1 & Article 4.5.2 shall be an event of default on part of the BESSD and shall be subject to the consequences specified in the Article 4.6.

4.6 Liquidated Damages not amounting to penalty for delay in Commissioning

4.6.1 The Project shall be fully commissioned within the Scheduled Commissioning Date as defined in this Agreement. If the BESSD is unable to commission the Project by

the Scheduled Commissioning Date for the reasons other than those specified in Article 4.5.1, the BESSD shall pay to GUVNL, damages for the delay in such commissioning and making the Contracted Capacity available for dispatch by the Scheduled Commissioning Date as per the following:

(a) Delay beyond the Scheduled Commissioning Date upto (& including) the date of commissioning, as part of the liquidated damages, the total PBG amount forthe Project shall be encashed on per-day basis and proportionate to the balance capacity not commissioned. For the purpose of calculations of the liquidated damages, 'month' shall be considered consisting of 30 days. As an alternative to the above encashment of PBG, the BESSD may choose to make a payment of the amount corresponding to the liquidated damages, directly to GUVNL or by way of deduction from the monthly payments, with applicable interest and if such an option is chosen, the same shall be unconditional and irrevocable on the part of BESSD. The BESSD shall intimate to GUVNL, its chosen alternative out of the two options, within 10 business days of intimation of the liquidated damages to the BESSD,as calculated by GUVNL. In case no response is received from the BESSD until thelapse of the above deadline, GUVNL shall encash the PBG for the amount as per the liquidated damages. In case the Developer chooses to make necessary payments in lieu of the liquidated damages, the said payment shall be credited to GUVNL's account through NEFT/RTGS payment, no later than 5 business days from the above intimation by the BESSD. In case of non-payment by the developer withinthe above deadline, the PBG will be encashed by GUVNL on the next business days.

(b) Delay beyond Nine (9) Months from SCD: The BESPA capacity shall stand reduced/amended to the Project Capacity commissioned, the entire PBG will be encashed by GUVNL, and the BESPA for the Project shall stand terminated for the balance un-commissioned capacity.

(c) For avoidance of doubt it is clarified that provisions of Article 4.6.1 will be applicable even in cases where no capacity (**i.e. 0 MW**) is commissioned.

4.6.2 Not Used.

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

4.7 Acceptance/Performance Test

4.7.1 Prior to synchronization of the Project, the BESSD shall be required to get the Project certified for the requisite test including for safety as may be laid down by Central

Electricity Authority or an agency identified by the central government to carry out testing and certification for the Battery Energy Storage projects. Further, BESSD shall ensure that all technical, acceptance and performance criteria as specified in RfS Documents and Guidelines are also complied and maintained.

4.8 Third Party Verification

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

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

4.9 Breach of Obligations

4.9.1 The Parties herein agree that during the subsistence of this Agreement, the BESSD would have no right to negotiate or enter into any dialogue with any third party for the sale of Contracted Capacity which is the subject matter of this Agreement including in case of any dispute between the parties pending the orders of the adjudication authority under the Dispute Resolution Provisions. It is the specific understanding between the Parties that such bar will apply throughout the entire term of this Agreement.

ARTICLE 5: SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION

5.1 Synchronization, Commissioning and Commercial Operation

5.1.1 The BESSD shall give the concerned RLDC/SLDC, GEDA, GETCO and GUVNL at least sixty (60) days' advanced preliminary written notice and at least thirty

(30) days' advanced final written notice, of the date on which it intends to synchronize the Project to the Grid System.

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

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

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

5.1.5 The BESSD shall commission the Project as detailed in "**Schedule 3: Commissioning Procedure**" within eighteen (18) Months of the Effective Date of BESPA. Declaration of COD / UCOD shall only be done by GEDA subject to the demonstration of the compliances as per Schedule-3.

5.1.6 Part commissioning of the Project, without prejudice to imposition of liquidated damages in terms of the BESPA, on part(s) which are not commissioned, shall be accepted by GUVNL subject to the condition that the minimum part commissioning

capacity for the 1st part will be 50 MW or 50% of Project Capacity, whichever is lower, without prejudice to the imposition of penalty on the part which is not commissioned. The total number of instalments in which a Project can be commissioned will be not more than 3, i.e., 1st initial instalment of 50 MW or 50% of the project capacity as the case may be and 2 subsequent instalments.

However, the SCD will not get altered due to part commissioning. Irrespective of dates of part commissioning or full commissioning, the BESPA will remain in force for the Term as defined in this Agreement.

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

5.1.8 Early Commissioning

The BESSD shall be permitted for full commissioning as well as partcommissioning of the Project even prior to the Scheduled Commissioning Date.

Early commissioning of the Project will be allowed solely at the risk and cost of the BESSD, and GUVNL may purchase the BESS capacity from such early commissionedProject at BESPA tariff.

Such intimation for early commissioning shall be provided to GUVNL at least 15 days before the proposed early commissioning date as per the Commissioning Procedure. In case there is no response provided by GUVNL within 7 days from the receipt of such intimation, such early commissioned capacity shall be deemed to have been rejected by GUVNL. In case GUVNL does not agree to purchase such capacity, early part/full commissioning of the Project shall still be allowed and the BESSD will be free to sell such capacity to a third party at its own risk and cost; until SCD or the date of commencement of procurement of BESS Capacity notified by GUVNL, whichever is earlier. In such cases, a Provisional Commissioning Certificate will be issued to BESSD for period up to SCD or date of commencement of Storage Capacity Procurement (whichever is earlier), along with a NOC for sale of Storage Capacity to 3rd Party for such period. UCOD/COD of the Project under the BESPA will be the date on which the commissioning certificate is issued upon successful commissioning of the part/full capacity of the Project. Subject to the provisions of this Agreement, in case of earlycommissioning, 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 the Procurer from the date of commencement of off-take of capacity by the Procurer.

ARTICLE 6: DISPATCH AND SCHEDULING

6.1 Dispatch and Scheduling

6.1.1 The BESSD, in consultation with GUVNL, shall be required to charge/ discharge the Battery System as per the applicable regulations / requirements / guidelines of CERC / GERC /SLDC / RLDC or any other competent agency and same being recognized by the SLDC or any other competent authority / agency as per applicable regulation/ law / direction and maintain compliance to the applicable Codes/ Grid Code requirements and directions, if any, as specified by concerned SLDC/RLDC from time to time. Any deviation from the Schedule will attract the provisions of applicable regulation / guidelines / directions and any financial implication on account of this shall be on the account of the BESSD.

6.1.2 The BESSD shall be responsible for directly coordinating and dealing with GUVNL, RLDCs, SLDCs, Regional Power Committees, and otherauthorities in all respects in regard to declaration of availability, scheduling and dispatch of charging and discharging power and due compliance with deviation and settlement mechanism and the applicable Grid code Regulations.

6.1.3 DSM penalties, if any, shall be levied separately on the BESSD and GUVNL as applicable, at their respective ends for the charging and discharging activities. DSM / UI charges on this account shall be directly paid by the BESSD or GUVNL as applicable.

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

6.1.4 The BESSD shall take separate, metered connection for the Auxiliary Power load of BESS. Cost of Auxiliary power shall be borne by the BESSD as per the concerned Central/State regulations.

6.1.5 (not used).

ARTICLE 7: METERING

7.1 Meters

7.1.1 For installation of Meters, Meter testing, Meter calibration and Meter reading and all matters incidental thereto, the BESSD shall follow and be bound by the Central Electricity Authority (Installation and Operation ofMeters) Regulations, 2006, the Grid Code, as amended and revised from time to time.

7.1.2 The BESSD shall bear all costs pertaining to installation, testing, calibration, maintenance, renewal and repair of meters at BESSD side of Delivery Point for injection and drawl of power from the Grid during discharging and charging of BESS.

7.1.3 In addition to ensuring compliance of the applicable codes, the BESSD shall install Main & Check meters at the Delivery Point for both Charging and Discharging, along with Stand-by meter(s) as per the applicable Central/State regulations.

7.2 Reporting of Metered Data and Parameters

7.2.2 Online arrangement would have to be made by the BESSD for submission of metering data regularly for the entire period of this Agreement to the SLDC, GETCO, GUVNL and the concerned Ministry or concerned agency as per applicable regulation / directions.

7.2.3 Reports on metering parameters on monthly basis, and/or as required by regulation / Guidelines, shall be submitted by the BESSD to GUVNL / GETCO / SLDC for entire Term of the BESPA.

ARTICLE 8: INSURANCES

8.1 Insurance

8.1.1 The BESSD shall effect and maintain or cause to be effected and maintained, at its own cost and expense, throughout the Term of BESPA, Insurances against risks to keep the Project in good condition and shall take Industrial All Risk insurance policy covering risks against any loss or damage, with such deductiblesand with such endorsements and co-insured(s), which the Prudent Utility Practiceswould ordinarily merit maintenance of and as required under the Financing Agreements, and under the applicable laws.

8.2 Application of Insurance Proceeds

8.2.1 In case of the Project not being implemented through Financing Agreement(s), save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the BESS or any part of the BESS shall be first applied to reinstatement, replacement or renewal of such loss or damage to the Contracted Capacity followed by outstanding claims of GUVNL against BESSD, if any.

In case of the Project being financed through Financing Agreement(s), save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the Project to any part of the BESS shall be applied as per such Financing Agreements.

8.2.2 If a Force Majeure Event renders the Project no longer economically and technically viable and the insurers under the Insurances make payment on a "total loss" or equivalent basis, GUVNL shall have claim on such proceeds of such Insurance limited to outstanding dues of GUVNL against BESSD.

8.3 Effect on liability of GUVNL

8.3.1 Notwithstanding any liability or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the BESSD can claim compensation, under any Insurance shall not be charged to or payable by GUVNL. It is for the BESSD to ensure that appropriate insurance coverage is taken for payment by the insurer for the entire loss and there is no under insurance or short adjustment etc.

ARTICLE 9: APPLICABLE TARIFF

9.1 The BESSD shall be entitled to receive the Tariff of INR_____/MW/Month [Insert the Tariff discovered through the bidding process conducted by GUVNL], fixed for the entire term of this Agreement, with effect from the COD, for the Contracted Capacity made available to the GUVNL during BESPA Period, as per the provisions of this agreement.

9.2 GST levied on the energy storage facility provided by the BESSD, if any, shall be passed through to GUVNL.

ARTICLE 10: BILLING AND PAYMENT

10.1 General

10.1.1 (not used)

10.1.2 From the commencement of availability of BESS Capacity, GUVNL shall pay to the BESSD the monthly Tariff Payments subject to the adjustments as per provisions of this Agreement including Article 6, in accordance with Article 9. All capacity charge Payments by GUVNL shall be in Indian Rupees.

10.1.3 Not used.

10.1.4 Subject to the provision of this Agreement, BESSD shall be required to make arrangement of auxiliary power at its own risk and cost.

10.2 Delivery and Content of Monthly Bills/Supplementary Bills

10.2.1 The BESSD shall issue to GUVNL hard copy of a signed Monthly Bill/Supplementary Bill for the immediately preceding Month/relevant period, including the time-block-wise data in the tabular format as per Illustration in Schedule-2, along with all relevant documents. The BESSD shall also submit calculations of System Availability and Round-trip Efficiency in line with provisions of this Agreement, as part of the Monthly Bill/Supplementary Bill..

10.2.2 As per applicable regulation(s) of the Appropriate Commission(s), all charges pertaining to scheduling of power beyond delivery point, if any, shall be borne by GUVNL.

10.3 Payment of Monthly Bills

10.3.1 Subject to the provisions of Article 10.3.4, GUVNL shall pay the amount payable underthe Monthly Bill/Supplementary Bill by the Due Date to such account of the BESSD, as shall have been previously notified by the BESSD. The BESSD shall open a bank account (the "BESSD's Designated Account") for all Tariff Payments (including Supplementary Bills) to be made by GUVNL to the BESSD, and notify GUVNL of the details of such account at least ninety (90) Days before the dispatch ofthe first Monthly Bill. GUVNL shall also designate a bank account at Vadodara ("GUVNL Designated Account") for payments to be made by the BESSD to GUVNL, ifany, and notify the BESSD of the details of such account ninety (90) Days before the Scheduled Commissioning Date. GUVNL and the BESSD shall

instruct their respective bankers to make all payments under this Agreement to the BESSD's

Designated Account or GUVNL's Designated Account, as the case may be, and shall notify either Party of such instructions on the same day

10.3.2 All payments required to be made under this Agreement shall also include any deduction or set off for:

i) deductions required by the Law; and

ii) amount claimed by GUVNL, if any, from the BESSD, will be adjusted from themonthly energy payment. In case of any excess payment adjustment, 1.25% surcharge will be applicable on day to day basis.

10.3.3 Late Payment Surcharge

In the event of delay in payment of a Monthly Bill by GUVNL beyond Due Date, a Late Payment Surcharge shall be payable on the payment outstanding after the Due Date, at the Base rate of Late Payment Surcharge applicable for the period for the first month of default.

"Base rate of Late Payment Surcharge" means the marginal cost of funds-based lending rate for one year of the State Bank of India, as applicable on the 1st April of the financial year in which the period lies, plus five percent.

Late Payment Surcharge shall be payable on the payment outstanding after the Due Date at the base rate of Late Payment Surcharge applicable for the period for the first month of default. The rate of Late Payment Surcharge for the successive months of default shall increase by 0.5 percent for every month of delay provided that the Late Payment Surcharge shall not be more than 3 percent higher than the base rate at any time. . The Late Payment Surcharge shall be claimed by the BESSD through the Supplementary Bill.

The Late Payment Surcharge specified hereinabove shall be subject to any statutory rules notified for the purpose.

10.3.4 Subject to the Article 9 of this Agreement, in the event of early Commissioning of the Project and subject to acceptance by GUVNL, the payment for the Capacity charges may be accounted from the date of UCOD, and BESSD would be allowed to raise Bills against such capacity as per Article 10.2.1, subject to the conditions

as stipulated in Article 9. However, payment against the 1st such bill raised by the BESSD, will be made subject to acceptance of the bill by the GUVNL.

10.3.5 Rebate

For payment of Monthly Bill by GUVNL, if paid before Due Date of Payment, a Rebate shall be deducted by GUVNL at the rate of seven (7) percent in excess of the applicable SBI 1 year Marginal Cost of Funds Based Lending Rate (MCLR) per annum / any replacement thereof by SBI, on the amount paid before due date, calculated on a week or part thereof basis viz.

$$= \frac{\text{(SBI MCLR rate + 7\%)}}{52} \text{ per week or part thereof.}$$

10.4 **Payment Security Mechanism**

Letter of Credit (LC):

10.4.1 GUVNL shall provide to the BESSD, in respect of payment of its Monthly Bills and/orSupplementary Bills, a monthly unconditional, revolving and irrevocable letter ofcredit ("Letter of Credit"), opened and maintained which may be drawn upon by the BESSD in accordance with this Article.

10.4.2 Before the start of supply of storage capacity, GUVNL shall, through a scheduled bank, open a Letter of Credit in favour of the BESSD, to be made operative from a date prior to the Due Date of its first Monthly Bill under this Agreement. The Letter of Credit shall havea term of twelve (12) Months and shall be renewed annually, for an amount equal to:

i) for the first Contract Year, equal to 110% of the estimated average monthly billing;

ii) for each subsequent Contract Year, equal to 110% of the average of the monthly billing of the previous Contract Year.

10.4.3 Provided that the BESSD shall not draw upon such Letter of Credit prior to the Due Date of the relevant Monthly Bill and/or Supplementary Bill, and shall not make more than one drawl in a Month.

10.4.4 Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article 10.4.2 due to any reason whatsoever, GUVNL shall restore such shortfall before next drawl.

10.4.5 GUVNL shall cause the scheduled bank issuing the Letter of Credit to intimate the BESSD, in writing regarding establishing of such irrevocable Letter of Credit.

10.4.6 GUVNL shall ensure that the Letter of Credit shall be renewed not later than its expiry.

10.4.7 All costs relating to opening, maintenance of the Letter of Credit shall be borne by BESSD.

10.4.8 If GUVNL fails to pay undisputed Monthly Bill or Supplementary Bill or a part thereofwithin and including the Due Date, then, subject to Article 10.4.6 & 10.5.2, the BESSD may draw upon the Letter of Credit, and accordingly the bank shall pay, an amount equal to such Monthly Bill or Supplementary Bill or part thereof, in accordance with Article 10.4.3 above, by presenting to the scheduled bank issuingthe Letter of Credit, the following documents:

i) a copy of the Monthly Bill or Supplementary Bill (only for energy related bills) which has remained unpaid to BESSD and;

ii) a certificate from the BESSD to the effect that the bill at item (i) above, or specified part thereof, is in accordance with the Agreement and has remained unpaid beyond the Due Date;

In case of wrongful drawal of the Letter of Credit, the BESSD would be liable to further interest equivalent to late payment surcharge considered from the date of drawal of letter of credit.

10.5 Disputed Bill

10.5.1 (Not used)

10.5.2 If the GUVNL disputes the amount payable under a Monthly Bill or a SupplementaryBill, as the case may be, it shall pay 50% of the invoice amount provided either party shall have the right to approach the GERC to effect a higher or lesser payment on the disputed amount and it shall withinthirty (30) days of receiving such Bill, issue a notice

(the "Bill Dispute Notice") to the invoicing Party setting out:

i) the details of the disputed amount;

ii) its estimate of what the correct amount should be; and

iii) all written material in support of its claim.

It is clarified that the non issuance of a Bill Dispute Notice or payment of the Bill Amount would not foreclose GUVNL's rights and interests in regard to the Bills or any claims and GUVNL may also raise a Dispute at a later stage and take appropriate steps.

10.5.3 If the BESSD agrees to the claim raised in the Bill Dispute Notice issued pursuant

to Article 10.5.2, the BESSD shall revise such Bill and present along with the next Monthly Bill. In such a case excess amount shall be refunded along with interest at the same rate as Late Payment Surcharge, which shall be applied from the date on which such excess payment was made by the disputing Party to the invoicing Party and up to and including the date on which such payment has been received as refund.

10.5.4 If the BESSD does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.5.2, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to the GUVNL providing:

i) reasons for its disagreement;

ii) its estimate of what the correct amount should be; and

iii) all written material in support of its counter-claim.

10.5.5 Upon receipt of the Bill Disagreement Notice by the GUVNL under Article 10.5.4, authorized representative(s) or a director of the board of directors/ member of board of the GUVNL and BESSD shall meet and make best endeavours to amicably resolvesuch dispute within fifteen (15) days of receipt of the Bill Disagreement Notice.

10.5.6 If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Bill Disagreement Notice pursuant to Article 10.5.4, the matter shall be referred to Dispute resolution in accordance with Article 16.

10.5.7 For the avoidance of doubt, it is clarified the despite a Dispute regarding an invoice, GUVNL shall, without prejudice to its right to Dispute, be under an obligation to makepayment of 50% of the invoice amount in the Monthly Bill.

10.6 Quarterly and Annual Reconciliation

10.6.1 The Parties acknowledge that all payments made against Monthly Bills and Supplementary Bills shall be subject to quarterly reconciliation within 30 days of the end of the quarter at the beginning of the following quarter of each Contract Year and annual reconciliation at the end of each Contract Year within 30 days to take into account the Energy Accounts, Tariff adjustment payments, Tariff Rebate, Late Payment Surcharge, or any other reasonable circumstance provided under this Agreement.

The Parties, therefore, agree that as soon as all such data in respect of any quarter

of a Contract Year or a full Contract Year as the case may be has been finally verified and adjusted, the BESSD and GUVNL shall jointly prepare such reconciliation statement. Within fifteen (15) days of signing of a reconciliation statement, the BESSD shall make appropriate adjustments in the next Monthly Bill. Late PaymentSurcharge/ interest shall be payable in such a case from the date on which such payment had been made to the invoicing Party or the date on which any payment was originally due, as may be applicable. Any Dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Article 16.

10.7 Payment of Supplementary Bill

10.7.1 BESSD may raise a ("Supplementary Bill") for payment on account of:

i) Change in Law as provided in Article 12, or

ii) Incentive payment as per Article 4.4.2 (b),

and such Supplementary Bill shall be paid by the other Party.

10.7.2 GUVNL shall remit all amounts due under a Supplementary Bill raised by the BESSD tothe BESSD's Designated Account by the Due Date. No surcharge will be applicable other than that on the monthly energy payment and associated debit and credit note.

ARTICLE 11: FORCE MAJEURE

11.1 Definition of Force Majeure

A 'Force Majeure' (FM) would mean one or more of the following acts, events or circumstances or a combination of acts, events or circumstances or the consequence(s) thereof, that wholly or partly prevents or unavoidably delays the performance by the Party (the Affected Party) of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices.

An Affected Party means GUVNL or the BESSD whose performance has been affected by an event of Force Majeure.

11.2 Force Majeure Events

a) Act of God, including, but not limited to lightning, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, pandemic, cyclone, typhoon or tornado if it is declared / notified by the competent state / central authority / agency (as applicable), or verified to the satisfaction of GUVNL;

b) radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Project by the AffectedParty or those employed or engaged by the Affected Party.

c) The discovery of geological conditions, toxic contamination or archaeological remains on the Project land that could not reasonably have been expected to be discovered through an inspection of the Project land and/or as per prudent industry practices.

d) Exceptionally adverse weather condition which are in excess of the statistical measure of the last hundred (100) years.

e) any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action, or Industry wide strikes and labour disturbances, having a nationwide impact in India, if and only if it is declared / notified by the

competent state / central authority / agency (as applicable)

f) Nationalisation or any compulsory acquisition by any Indian Governmental Instrumentality/ State Government in national interest or expropriation of any material Project assets or rights of the BESSD, as a result of which the BESSD or its shareholders are deprived (wholly or partly) of their rights or entitlements under this BESPA. Provided that such action does not constitute remedies or sanctions lawfully exercised by the Procurer or any other Government Authority as a result of any breach of any of the Applicable Laws or the Applicable Permits by the BESSD or the BESSD related parties

g) An event of Force Majeure affecting delivery / offtake of power / Contracted Capacity from BESSD to GUVNL.

11.3 Force Majeure Exclusions

11.3.1 Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

a. Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Power Project/ BESS;

b. Delay in the performance of any contractor, sub-contractor or their agents;

c. Non-performance resulting from normal wear and tear typically experienced in power generation / BESS materials and equipment;

d. Strikes at the facilities of the Affected Party;

e. Insufficiency of finances or funds or the agreement becoming onerous to perform; and

f. Non-performance caused by, or connected with, the Affected Party's:

i. Negligent or intentional acts, errors or omissions or lack of due diligence expected from any prudent and rational human being;

ii. Failure to comply with an Indian Law; or

iii. Breach of, or default under this Agreement.

11.4 Notification of Force Majeure Event

11.4.1 The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than fifteen (15) days after the date on which such Party knew or should reasonably have known of the commencement

of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement. The Party who receives the Force Majeure Notification, shall take a decision on the claim of occurrence of Force Majeure Event, within 30 days of the receipt of the intimation, accompanied with supporting documents available with the Affected Party.

11.4.2 Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under this Agreement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular (and not less than weekly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure Event.

11.4.3 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations.

11.5 Performance Excused

11.5.1 The Affected Party, to the extent rendered unable to perform its obligations or part of the obligation thereof under this Agreement as a consequence of the Force Majeure Event, shall be excused from performance of the obligations, provided that the period shall not exceed 180 (one hundred and eighty) Days from the date of issuance of the FM Notice or any extended period as mutually agreed. The Parties may mutually agree to extend the period for which performance is excused due to a Force Majeure Event. However, in case of the FM continuing upto a period of 180 days or any extended period as mutually agreed, either Party has the right to terminate the BESPA

11.5.2 For the time period, as mutually agreed by the Parties, during which the performance shall be excused, the BESSD shall be entitled for a day to day extension of the period provided for Financial Closure or Scheduled Commissioning Period or the BESPA period, as the case may be. The Term of this Agreement will be suitably extended.

However, adjustment in tariff shall not be allowed on account of Force Majeure event.

11.5.3 Provided always that a Party shall be excused from performance only to the extent reasonably warranted by the Force Majeure Event.

11.5.4 Provided further that, nothing shall absolve the Affected Party from any payment obligations accrued prior to the occurrence of the underlying Force Majeure Event.

11.6 No Liability for Other Losses

Save as otherwise provided in this Agreement, no Party shall be liable in any manner, whatsoever, to the other Parties in respect of any loss relating to or arising out of the occurrence or existence of any Force Majeure Event.

11.7 Resumption of Performance

During the period that a Force Majeure Event is subsisting, the Affected Party shall, in consultation with the other Parties, make all reasonable efforts to limit or mitigate the effects of such Force Majeure Event on the performance of itsobligations under the BESPA. The Affected Party shall also make efforts to resumeperformance of its obligations under this Agreement as soon as possible and uponresumption, shall notify other Parties of the same in writing. The other Parties shall afford all reasonable assistance to the Affected Party in this regard.

11.8 Duty to Perform and Duty to Mitigate

To the extent not prevented by a Force Majeure Event pursuant to Article 11.2, the Affected Party shall continue to perform its obligations pursuant to this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.

11.9 Available Relief for a Force Majeure Event

Subject to this Article 11:

(a) no Party shall be in breach of its obligations pursuant to this Agreement except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event; However no adjustment in tariff shall be allowed on account of Force Majeure event.

(b) For avoidance of doubt, neither Party's obligation to make payments of money due and payable prior to occurrence of Force Majeure events under this Agreement shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.

(c) Provided that no payments shall be made by either Party affected by a Force Majeure Event for the period of such event on account of its inability to perform its obligations due to such Force Majeure Event.

11.10 Available Relief & Termination Due to Force Majeure Event

a) If, prior to the completion of the 180 (one hundred and eighty) Day period (or any extended period) for a Force Majeure Event commencing from the date of issuance of the Force Majeure Notice, the Parties are of the reasonable view that a Force Majeure Event is likely to continue beyond such 180 (one hundred and eighty) Day period or any extended period agreed in pursuance of Article 11.5 (Performance Excused); or that it is uneconomic or impractical to restore the affected Unit, then the Parties may mutually decide to terminate the BESPA, and the termination shall take effect from the date on which such decision is taken.

b) In case of occurrence of an event which is not a Force Majeure as per provision of this Agreement, but causes some hardship in development of the Project, which may or may not be recognized by the Government of India and for which the Government of India has or hasn't granted any extension of time or any other relief; such event, even if sustained beyond 180 days shall not be considered as a reason for termination of BESPA under this Article.

c) Without prejudice to the provisions of Article 11.10.(a) above, Either Party shall, after the expiry of the period of 180 (one hundred and eighty) Daysor any other mutually extended period, be entitled to forthwith terminate the BESPA in its sole discretion by issuing a notice to that effect.

d) On termination of the BESPA pursuant to Article 11.10.(b):

   i. In case of termination on account of event listed as Force Majeure as under Article 11.2 (a), (b), (c) and (d), no Termination Compensation shall be payable to the BESSD.

   ii. In case of termination at the instance of the BESSD, on account of an event listed as Force Majeure as per Article 11.2 (e) and (f) above, the Procurer

will have the option to (but will not be obliged to) take- over the Project Assets by paying Debt Due. In case the Procurer chooses not to exercise the aforementioned option, and the same is not agreed to by the BESSD, it will result in a dispute as per the BESPA and will be resolved as per the Dispute Resolution mechanism under the BESPA.

iii. the BESSD shall be eligible for undisputed payments under outstanding Monthly Bill(s), before the occurrence of Force Majeure Event.

ARTICLE 12: CHANGE IN LAW

12.1 Definitions

In this Article 12, the following terms shall have the following meanings:

12.1.1 In this Article 12, the term Change in Law shall refer to the occurrence of any of the following events, after the last date of the bid submission:

(a) the enactment, bringing into effect, adoption, promulgation, amendment, modification or repeal, of any statute, decree, ordinance or other law, regulations, notice, circular, code, rule or direction by Governmental Instrumentality having a binding mandate or a change in its interpretation by a Competent Court of law, tribunal, government or statutory authority or any of the above regulations, taxes, duties charges, and levies that results in any change with respect to any tax or surcharge or cess levied or similar charges by the Competent Government on the storage of electricity (leviable on final output i.e. the drawl or injection from BESS projects in the form of energy) or on supply of energy storage capacity.

(b) Introduction / modification / changes in rates of Safeguard Duty and/or Anti-Dumping Duty and/or Customs Duty and/or Goods and Services Tax including surcharge thereon which have direct effect on the Project cost.

For avoidance of doubt, it is clarified that any change in taxes or surcharge or cess or similar charges on inputs like material, labour or any other input for setting up the Project will not be allowed under Change in Law except as specified in 12.1.1(b). It is further clarified that, Change in Law shall not include

(i) any change in taxes on corporate income or any change in any withholding tax on income or dividends, or

(ii) change in respect of deviation settlement charges or frequency intervals by an Appropriate Commission.

(iii) change in transmission charges, open access charges and losses of CTU / STU or Transmission licensees.

12.1.2 In the event of occurrence of any of events as provided under Article 12.1.1 which results in net financial loss or gain in any Contract Year to the BESSD then, the BESSD shall be entitled to compensation in case of financial loss from GUVNL

and in case of financial gain shall be liable to compensate GUVNL , as the case may be, such compensation payment on account of such 'Change in Law' shall be determined and shall be effective from such date as may be decided by the Appropriate Commission and shall be adjusted in the tariff .

Provided however that, the compensation of Change in law shall be applicable only if the impact of the same in the Contract Year is on net basis more than or equal to one percent (1%) of,

(i) the estimated Project Cost (during the Construction period) or

(ii) the revenue for the Contract Year for which such adjustment becomes applicable (during Operation Period), as the case may be.

12.2 Relief for Change in Law

12.2.1 In case of Change in Law taking place prior to commissioning of the Project, the compensation may be passed through in the form of increase/decrease in the tariff, linked with increase/decrease in the Project cost, which is to be paid through the monthly billing. The pass through in this case shall be as per decision of Appropriate Commission and shall be effective from date of commissioning of the Project. BESSD shall be required to provide a statutory auditor certificate supported by Board Resolution in regard to implications(loss/ gain) arising out of Article 12.

12.2.2 In case of Change in Law taking place subsequent to commissioning of the Project capacity, and changes in taxes/duties/cess etc. are defined as a percentage or the ratio of the tariff, the changes will be passed on as appropriate increment/decrement in the tariff, and will be paid through monthly billing as per decision of Appropriate Commission. In other cases, if any, where the Change in Law is not a percentage or ratio of tariff, suitable compensation will be provided as decided by the Appropriate Commission. BESSD shall be required to provide a statutory auditor certificate supported by Board Resolution in regard to implications (loss/ gain) arising out of Article 12.

12.2.3 For the purpose of Article 12.1.2 above, BESSD or GUVNL , which intends to adjust and recover the costs due to change in law, may file a petition before Appropriate Commission with the proposed impact in the tariff or charges, positive or negative, to be recovered from such other party.

BESSD shall furnish to GUVNL , the computation of impact in tariff or charges to be adjusted and recovered and file the Petition with the Appropriate Commission,

within 30 days of the occurrence of the change in law, and the recovery of the proposed impact in tariff or charges shall start after and in accordance with the approval of Appropriate Commission.

12.2.4 In the event of any decrease in the project cost by the BESSD or any income to the BESSD on account of any of the events as indicated above, BESSD, shall pass on the benefit of such reduction to GUVNL. In the eventof the BESSD failing to comply with the aforementioned requirement, GUVNL, at its option, shall make such deductions in the monthly tariff payments on immediate basis or file a petition as per Clause 12.2.3 above.

12.2.5 After the adjustment of the amount of the impact in the tariff, the BESSD shall adjust the monthly tariff or charges annually based on actual amount recovered/ paid, to ensure that the payment is not more than the financial implication on account of Change in Law . It is to clarify further that the Change in Law compensation/payment shall be limited to the Contracted Capacity only.

12.3 Notification of Change in Law

12.3.1 In case any increase or decrease in the Project Cost occurs due to Change in Law affecting the Tariff payable under this Agreement, in accordance with Article 12, the BESSD shall serve notice to GUVNL of such Change in Law within 7 days about the proposed impact in tariff, positive or negative, to be recovered.

ARTICLE 13: EVENTS OF DEFAULT AND TERMINATION

13.1 BESSD Event of Default

13.1.1 The occurrence and/or continuation of any of the following events shall constitute an BESSD Event of Default:

(i) the failure to commence availability of BESS for providing Energy Storage capacity to GUVNL up to the Contracted Capacity, by the end of the period specifiedin Article 4, or failure to demonstrate guaranteed availability of such energy storage capacity to GUVNL within six months from the identification of reduced annual availability during the term of this Agreement, or
if

a) the BESSD assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Project in contravention of the provisions of this Agreement; or

b) the BESSD transfers or novates any of its rights and/ or obligations under this agreement, in a manner contrary to the provisions of this Agreement; except where such transfer

- is in pursuance of a Law; and does not affect the ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this Agreement or

- is to a transferee who assumes such obligations under this Agreement and the Agreement remains effective with respect to the transferee;

(ii) if (a) the BESSD becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or (b) any winding up or bankruptcy or insolvency order is passed against the BESSD, or (c) the BESSD goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, provided that a dissolution or liquidation of the BESSD

will not be a BESSD Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains creditworthiness similar to the BESSD and expressly assumes all obligations of the BESSD under this Agreement and is in a position to perform them; or

(iii) the BESSD repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from GUVNL in this regard; or

(iv) except where due to any GUVNL'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 GUVNL.

(v) change in controlling shareholding before the specified time frame as mentioned in Article 4.1.1 of this Agreement; or

(vi) occurrence of any other event which is specified in this Agreement to be a material breach/ default of the BESSD.

13.2 GUVNL Event of Default

13.2.1 The occurrence and the continuation of any of the following events, shall constitute the Event of Default on the partof GUVNL:

(i) GUVNL fails to pay (with respect to a Monthly Bill or a Supplementary Bill),subject to Article 10.5, for a period of ninety (90) days after the Due Date and the BESSD is unable to recover the amount outstanding to the BESSDthrough the Letter of Credit,

(ii) GUVNL repudiates this Agreement and does not rectify such breach even within a period of sixty (60) days from a notice from the BESSD in this regard; or

(iii) If GUVNL

- 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

- is subject to any winding up or bankruptcy or insolvency and such order is passed against GUVNL, or

- 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 GUVNL Event of Default, where such dissolution or liquidation of Buyer or GUVNL 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 GUVNL and expressly assumes all obligations of GUVNL and is in a position to perform them; or;

(iv) (not used).

(v) (not used).

13.3 Procedure for cases of BESSD Event of Default

13.3.1 Upon the occurrence of any BESSD Event of Default under Article 13.1, GUVNL 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 (GUVNL Preliminary Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice. For default in relation to failure to commission within the stipulated time, the provisions of Article 4.6 would apply. For other cases, the procedure as in below shall apply:

13.3.2 Following the issue of a GUVNL Preliminary Default Notice, the Consultation Period of 90 days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having

regard to all the circumstances.

13.3.3 During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.

13.3.4 On the date of 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 been remedied, the BESSD shall be liable pay to GUVNL, damages, equivalent to 6 (six) months, or balance BESPA period whichever is less, of charges for its contracted capacity. GUVNL shall have the right to recover the said damages by wayof forfeiture of bank guarantee, if any, without prejudice to resorting to any other legal course or remedy.

13.3.5 In addition to the levy of damages as aforesaid, the lenders in concurrence with the GUVNL, 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 within a period of 90 days from the expiry of the Consultation Period. However, in the event the lenders are unable to substitute the defaulting BESSD within the stipulated period or there are no lenders, the BESPA shall stand terminated. If the GUVNL desires to acquire the Project assets, it may do so, by paying to the BESSD, a compensation as mutually decided by the GUVNL and the lender. In case the GUVNL chooses not to exercise the above option, or the GUVNL 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 GUVNL including the condition that the selectee meets the eligibility requirements of Request for Selection (RfS) issued by GUVNL and accepts the terms and conditions of this Agreement.

13.3.6 The lenders in concurrence with GUVNL, may seek to exerciseright of substitution under Article 13.3.5 by an amendment or novation of the BESPA in favour of the selectee. The BESSD shall cooperate with GUVNL 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 GUVNL.

13.4 Procedure for cases of GUVNL Event of Default

13.4.1 Upon the occurrence and continuation of any GUVNL Event of Default specified in Article 13.2, the BESSD shall have the right to deliver to GUVNL, a BESSD Preliminary Default Notice, which notice shall specify in reasonable detail the circumstances giving rise to its issue.

13.4.2 Following the issue of a BESSD Preliminary Default Notice, the Consultation Period of ninety (90) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

13.4.3 During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.

13.4.4 After a period of two hundred ten (210) days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or GUVNL Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, GUVNL and the BESSD shall, subject to the prior consent of the BESSD, novate its part of the BESPA to any third party, including its Affiliates within the stipulated period. In this case, GUVNL 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 GUVNL 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, GUVNL 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 GUVNL 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 Article 13.4.4, this Agreement may be terminated by the BESSD.

In the event of termination of BESPA, any damages or charges payable to the STU/ CTU, for the connectivity of the plant, shall be borne by the by the entity due to whose failure, the termination was triggered.

13.5 Termination due to Force Majeure

If the Force Majeure Event or its effects continue to be present beyond the period as specified in Article 4.5.3, either Party shall have the right to cause termination of the Agreement. In such an event, this Agreement shall terminate on the date of such Termination Notice without any further liability to either Party from the date of such termination.

13.6 In all cases, the lenders may also step in where appropriate as provided in the financing documents. Further, in all cases, the defaulting Party will be required to pay the applicable compensation within 3 months from the due date of such payment, subsequent to which, the defaulting Party will be required to pay a monthly interest @1% of the compensation.

ARTICLE 14: LIABILITY AND INDEMNIFICATION

14.1 Indemnity

14.1.1 The BESSD shall indemnify, defend and hold GUVNL its officers, directors, agents, employees and affiliates (and their respective officers, directors, agents and employees) harmless against:

a) any and all third party claims against GUVNL for any loss of or damage to propertyof such third party, or death or injury to such third party, arising out of a breachby the BESSD of any of its obligations under this Agreement; and

b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by GUVNL from third party claims arising by reason of a breach by the BESSD of any of its obligations under this Agreement, (provided that this Article 14 shall not apply to such breaches by the BESSD, for which specific remedies have been provided for under this Agreement).

14.1.2 GUVNL shall indemnify, defend and hold the BESSDharmless against:

a) any and all third party claims against the BESSD, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by GUVNL of any of their obligations under thisAgreement; and

b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest ('Indemnifiable Losses') actually suffered or incurred by the BESSD from third party claims arising by reason of a breach by GUVNL of any of its obligations (provided that this Article 14 shall not apply to such breaches by the BESSD, for which specific remedies have been provided for under this Agreement).

14.2 Procedure for claiming Indemnity

14.2.1 Third party claims

a. Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Article 14.1.1(a) or 14.1.2(a), the Indemnified Party shall promptly notify the Indemnifying Party of such claim referred to in Article 14.1.1(a) or 14.1.2(a) in respect of which it is entitled to be indemnified.

Such notice shall be given as soon as reasonably practicable after the Indemnified Party becomes aware of such claim. The Indemnifying Party shall be liable to settle the indemnification claim within thirty (30) days of receipt of the above notice. Provided however that, if:

i) the Parties choose to refer the dispute in accordance with Article 16.3.2; and
ii) the claim amount is not required to be paid/ deposited to such third party pending the resolution of the Dispute,

the Indemnifying Party shall become liable to pay the claim amount to the Indemnified Party or to the third party, as the case may be, promptly following the resolution of the Dispute, if such Dispute is not settled in favour of the Indemnified Party.

b. The Indemnified Party may contest the claim by referring to the Appropriate Commission for which it is entitled to be Indemnified under Article 14.1.1(a) or 14.1.2(a) and the Indemnifying Party shall reimburse to the Indemnified Party all reasonable costs and expenses incurred by the Indemnified party. However, such Indemnified Party shall not settle or compromise such claim without first getting the consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

An Indemnifying Party may, at its own expense, assume control of the defence of any proceedings brought against the Indemnified Party if it acknowledges its obligation to indemnify such Indemnified Party, gives such Indemnified Party prompt notice of its intention to assume control of the defence, and employs an independent legal counsel at its own cost that is reasonably satisfactory to the Indemnified Party.

14.3 Indemnifiable Losses

14.3.1 Where an Indemnified Party is entitled to Indemnifiable Losses from the Indemnifying Party pursuant to Article 14.1.1(b) or 14.1.2(b), the Indemnified Party shall promptly notify the Indemnifying Party of the Indemnifiable Losses actually incurred by the Indemnified Party. The Indemnifiable Losses shall be

reimbursed by the Indemnifying Party within thirty (30) days of receipt of the notice seeking Indemnifiable Losses by the Indemnified Party. In case of nonpayment of such losses after a valid notice under this Article 14.3, such event shall constitute a payment default under Article 13.

14.4 Limitation on Liability

14.4.1 Except as expressly provided in this Agreement, neither the BESSD nor GUVNL nor its/ their respective officers, directors, agents, employees oraffiliates (or their officers, directors, agents or employees), shall be liable or responsible to the other Party or its affiliates, officers, directors, agents, employees,successors or permitted assigns or their respective insurers for incidental, indirect or consequential damages, connected with or resulting from performance or non- performance of this Agreement, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under this Agreement), any increased expense of, reduction in or loss of power generation or equipment usedtherefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of GUVNL , the BESSD or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

14.4.2 GUVNL shall have no recourse against any officer, director or shareholder of the BESSD or any Affiliate of the BESSD or any of its officers, directors or shareholders for such claims excluded under this Article. The BESSD shall have no recourse against any officer, director or shareholder of GUVNL , or any affiliate or any of its officers, directors or shareholdersfor such claims excluded under this Article.

14.5 GUVNL's Liability

14.5.1 It is specifically agreed that the payment of money becoming due from the GUVNL to the BESSD under this Agreement for supply of Energy / Capacity to the extent of the Contracted Capacityshall be as per the recourse under the Payment Security Mechanism provided in the BESPA shall be through Letter of Credit.

14.5.2(not used).

14.6 Duty to Mitigate

14.6.1 The Parties shall endevour to take all reasonable steps so as mitigate any loss or damage which has occurred under this Article 14.

ARTICLE 15: ASSIGNMENTS AND CHARGES

15.1 Assignments

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned by any Party, other than by mutual consent between the Parties to be evidenced in writing. Any such assignment shall be considered by GUVNL subject to the compliance of provisions contained in this Agreement and more specifically to the provisions of Article 4.1.1 of this Agreement. In no case, such assignment shall be permissible prior to the declaration of COD. Notwithstanding above, this Agreement may be assigned to the Project Lenders or Lender's Representative under the Financing Agreements, under intimation to GUVNL. Provided that, such consent shall not be withheld if GUVNL seeks to transfer to any transferee all of its rights and obligations under this Agreement.

The enforcement of the rights and obligation between the BESSD and GUVNL provided in this Agreement shall not be treated as an assignment but an enforcement of the terms agreed under this Agreement.

Provided further that any successor(s) or permitted assign(s) identified after mutual agreement between the Parties may be required to execute a new agreement on the same terms and conditions as are included in this Agreement. An amount of Rs. 10 Lakh per Transaction as Facilitation Fee (non-refundable) shall be deposited by the BESSD to GUVNL. Provided further that, such consent shall not be withheld by the BESSD if GUVNL seeks to transfer to any affiliate all of its rights and obligations under this Agreement.

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

15.2 Permitted Charges

15.2.1 BESSD shall not create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement, other than as set forth in Article 15.1 and the Guidelines.

ARTICLE 16: GOVERNING LAW AND DISPUTE RESOLUTION

16.1 Governing Law

16.1.1 This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this Agreement shall be under the jurisdiction of appropriate courts in Gujarat.

16.2 Amicable Settlement and Dispute Resolution

16.2.1 Amicable Settlement

i. Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement ("Dispute") by giving a written notice (Dispute Notice) to the other Party, which shall contain:

(a) a description of the Dispute;

(b) the grounds for such Dispute; and

(c) all written material in support of its claim.

ii. The other Party shall, within thirty (30) days of issue of Dispute Notice issued under Article 16.2.1(i), furnish:

(a) counter-claim and defences, if any, regarding the Dispute; and

(b) all written material in support of its defences and counter-claim.

iii. Within thirty (30) days of issue of Dispute Notice by any Party pursuant to Article 16

(i) if the other Party does not furnish any counter claim or defence under Article 16

(ii) or thirty (30) days from the date of furnishing counter claims or defence by the other Party, both the Parties to the Dispute shall meet to settle such Dispute amicably. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article 16.2.1.

(iii) the Dispute shall be referred for dispute resolution in accordance with Article 16.3.

16.3 Dispute Resolution

16.3.1 Dispute Resolution by the Appropriate Commission

i) Where any Dispute or differences arises in relation to this agreement of any nature whatsoever including the construction, interpretation or implementation of the provisions of this agreement as well as claim made by any Party for any change in or determination of the Tariff or any matter related to Tariff or claims made by any Party which partly or wholly relate to any change in the Tariff or determination of any of such claims could result in change in the Tariff, and relates to any matter agreed to be referred to the Appropriate Commission, shall be submitted to adjudication by the Appropriate Commission. Appeal against the decisions of the Appropriate Commission shall be made only as per the provisions of the Electricity Act, 2003, as amended from time to time.

ii) GUVNL shall be entitled to co-opt the the lenders (if any)as a supporting party in such proceedings before the Appropriate Commission.

16.4 Parties to Perform Obligations

16.4.1 Notwithstanding the existence of any Dispute and difference referred to the Appropriate Commission and save as the Appropriate Commission may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations (which are not in dispute) under this Agreement.

ARTICLE 17: MISCELLANEOUS PROVISIONS

17.1 Amendment

17.1.1 This Agreement may only be amended or supplemented by a written agreement between the Parties.

17.2 Third Party Beneficiaries

17.2.1 This Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns and shallnot be construed as creating any duty, standard of care or any liability to, any personnot a party to this Agreement.

17.3 Waiver

17.3.1 No waiver by either Party of any default or breach by the other Party in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorised representative of such Party.

17.3.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this Agreement, which shall remain in full force and effect.

17.4 Confidentiality

17.4.1 The Parties undertake to hold in confidence this Agreement and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, without the prior written consent of the other Party, except:

a) to their professional advisors;
b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or
c) disclosures required under Law, without the prior written consent of the other Party.

17.5 Severability

17.5.1 The invalidity or unenforceability, for any reason, of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of this Agreement, unless the part held invalid or unenforceable is fundamental to this Agreement.

17.6 Notices

17.6.1 All notices or other communications which are required to be given under this Agreement shall be in writing and in the English language.

17.6.2 If to the BESSD, all notices or other communications which are required must be delivered personally or by registered post or facsimile or any other method duly acknowledged to the addresses below:

Address :
Attention :
Email :
Fax. No. :
Telephone No. :

17.6.3 If to GUVNL, all notices or communications must be delivered personally or by registered post or facsimile or any other mode duly acknowledged to the address(es) below:

(i) Address :

Attention
Email :
Fax. No. :
Telephone No. :

17.6.4 All notices or communications given by facsimile shall be confirmed by sending a copy of the same via post office in an envelope properly addressed to the appropriate Party for delivery by registered mail. All notices shall be deemed validly delivered upon receipt evidenced by an acknowledgement of the recipient, unless the Party delivering the notice can prove in case of delivery through the

registered post that the recipient refused to acknowledge the receipt of the notice despite efforts of the postal authorities.

17.6.5 Any Party may by notice of at least fifteen (15) days to the other Party change the address and/or addresses to which such notices and communications to it are to be delivered or mailed.

17.7 Language

17.7.1 All agreements, correspondence and communications between the Parties relating to this Agreement and all other documentation to be prepared and supplied under the Agreement shall be written in English, and the Agreement shall be construed and interpreted in accordance with English language.

17.7.2 If any of the agreements, correspondence, communications or documents are prepared in any language other than English, the English translation of such agreements, correspondence, communications or documents shall prevail in matters of interpretation.

17.8 Restriction of Shareholders / Owners' Liability

17.8.1 Parties expressly agree and acknowledge that none of the shareholders of the Parties hereto shall be liable to the other Parties for any of the contractual obligations of the concerned Party under this Agreement. Further, the financial liabilities of the shareholder/s of each Party to this Agreement, shall be restricted to the extent provided in the Indian Companies Act, 2013.

17.9 Taxes and Duties

17.9.1 The BESSD shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/ levied on the BESSD, contractors or their employees that are required to be paid by the BESSD as per the Law in relation to the execution of the Agreement and for supplying storage capacity as per the terms of this Agreement.

17.9.2 GUVNL shall be indemnified and held harmless by the BESSD against any claims thatmay be made against GUVNL in relation to the matters set out in Article 17.9.1.

17.9.3 GUVNL shall not be liable for any payment of, taxes, duties, levies, cess whatsoeverfor discharging any obligation of the BESSD by GUVNL on behalf of BESSD.

17.10 Independent Entity

17.10.1 The BESSD shall be an independent entity performing its obligations pursuant to the Agreement.

17.10.2 Subject to the provisions of the Agreement, the BESSD shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the BESSD or contractors engaged by the BESSD in connection with the performance of the Agreement shall be under the complete control of the BESSD and shall not be deemed to be employees, representatives, contractors of GUVNL and nothing contained in the Agreement or in any agreement or contract awarded by the BESSD shall be construed to create any contractual relationship between any such employees, representatives or contractors and GUVNL.

17.11 Compliance with Law

Despite anything contained in this Agreement but without prejudice to this Article, if any provision of this Agreement shall be in deviation or inconsistent with or repugnant to the provisions contained in the Electricity Act, 2003, or any rules and regulations made there under, such provision of this Agreement shall be deemed to be amended to the extent required to bring it into compliance with the aforesaid relevant provisions as amended from time to time.

17.12 This Agreement is to facilitate in fulfilling the Renewable Purchase Obligations of DISCOMs under the provisions of the Electricity Act, 2003 and the Regulations notified thereunder.

17.13 Breach of Obligations

The Parties acknowledge that a breach of any of the obligations contained herein would result in injuries. The Parties further acknowledge that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this Agreement is a genuine and reasonable pre-estimate of the damages that may be suffered by the non-defaulting party in each case specified under this Agreement.

17.14 Order of priority in application

In case of inconsistencies between the agreement(s) executed between the Parties, applicable Law including rules and regulations framed thereunder, the order of priority as between them shall be the order in which they are placed below:

i. applicable Law, rules and regulations framed thereunder;

ii. the Grid Code; and

iii. the terms and conditions of this Agreement;

Note:

1. Commissioning procedure, which forms part of Schedule-3 of the BESPA, has been issued separately, as part of the Amendments. The indicative Single Line Diagrams also have been uploaded separately, and form part of Schedule3 of the BESPA.

2. Additional details pertaining to the site identified for the Project, have been issued separately, and form part of Annexure-E of the RfS.

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

IN WITNESS WHERE OF the Parties have caused the Agreement to be executed through their duly authorized representatives as of the date and place set forth above.

For and on behalf of
[GUVNL]

Name, Designation and Address

Signature with seal

Witness:
1.

2.

For and on behalf of
[BESSD]

Name, Designation and Address

Signature with seal

Witness:
1.

2.

Schedule-A:
(not used)

Schedule-B of BESPA

1. Power rating of a 500 MWh (250 MW x 2 hrs) BESS will be 250 MW, i.e., the maximum value of the active Output and Input Power at the Delivery Point. The Energy rating of 500 MWh of the system will be the dispatchable capacity at COD of the system, as measured at the Metering Point. Terms and definitions of terminologies related to BESS shall be as defined in IEC 62933-2-1.

2. The BESSD shall make the BESS available for **2 operational cycles per day**, i.e. **2 complete charge-discharge cycles per day**. Following provisions shall be applicable on the Project Capacity:
   i. The procurement shall be in power (MW) terms. The BESSD shall install, operate and maintain the BESS to offer facility to the Buying Entity to charge and discharge the BESS on an "on demand" basis. The BESSD shall guarantee a minimum system availability of 95% on annual basis. The BESSD shall pay the liquidated damages for such shortfall and shall duly pay such damages to GUVNL. Amount of such liquidated damages shall be twice the Capacity Charges for the capacity not made available.
   ii. Availability of the Project shall mean the ability of the BESS to execute a function i.e. charging or discharging, when called upon to do so, as per the schedule or signal provided by the off-taker, subject to the minimum system ratings specified herein. In addition, the BESSD shall also demonstrate, on annual basis, 100% of the minimum dispatchable Capacity of the BESS as required under Clause 8.1.e.iv of RFS document.

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

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

   where,

   System Availability in a time-block=

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

   where

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

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

(a) For RtE <70%, there shall be a liquidated damage @ APPC charge of previous financial year of the Discoms of excess conversion losses considering system RtE = 85% and tariff payment for the corresponding month shall not be made to the BESSD;
(b) For 70% ≤ RtE < 85%, there shall be a liquidated damage levied @ APPC tariff of last year of GUVNL per unit of excess conversion losses considering system RtE = 85%.
(c) For RtE > 85%, there shall be incentive @Rs. 0.50 per unit of excess discharge of energy considering system RtE = 85%

System Roundtrip Efficiency =

$$\frac{Sum\ Total\ of\ Actual\ Injection/Discharging\ MUsj\ in\ a\ month\ (C)}{}$$

Sum Total of Actual Drawal/Charging MUsj in a month (D)

Where,
j refers to the jth month in a year;
D ≠ 0;
D <= 2 x Ebess x (MDn-1 – (MDn-1 – MDn) x j/12)/ RtEg;
Ebess refers to Energy Rating specified in Clause 8.1.b. above;
MDn-1 refers to minimum guaranteed dispatchable energy at the end of the previous year (as a % of Capacity at the COD specified in Clause 8.1.e.iv. below);
MDn refers to minimum guaranteed dispatchable energy at the end of the current year;
RtEg refers to the guaranteed Round-Trip Efficiency under the BESPA;
C and D shall be as per the DSM/UI Reports published by the Regional RPCs or measurement at the Main ABT Meter at the Point of Interconnection.

Note:
- The Scheduled capacity shall be subject to the System Power Rating specified in Clause 8.1.a. above.
- The BESSD shall take separate, metered connection for the Auxiliary Power load of BESS.

3. The nameplate ratings shall be achievable during discharge for the full range of environmental conditions at the project site when the battery is fully charged. In any case, the BESS shall be capable of being discharged at reduced power levels from that specified above. However, the energy discharged from the battery shall not require to be greater than the nameplate watt-hour rating specified herein.

4. The SLDC 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. However, in no case, the **same shall be more than 1 hour.**

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

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

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

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

SCHEDULE 1: PERFORMANCE BANK GUARANTEE (PBG)

(to be attached herewith separately for each Project)

SCHEDULE 2:

ILLUSTRATIONS

(Please refer Article 4.4 of this Agreement)

Illustration

Schedule 2

Illustrations - (Please Refer Article 4.4 of this Agreement)

1. System Availability

Under a BSSPA 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 WRPC for a Sample day is shown below:

date	block	Drawl (from Grid) Mus (Charging) (X)	Injection (into Grid) MUs (Discharging) (Y)	Scheduled Mus (Z)	Time-block Availability, (TA) = (Xi/Zi) + (Yi/Zi)
01-May-22	1	0.088	0	0.088	1.00
01-May-22	2	0.088	0	0.088	1.00
01-May-22	3	0.075	0	0.088	0.85
01-May-22	4	0	0	0	NA
01-May-22	5	0	0	0	NA
01-May-22	6	0	0	0	NA
01-May-22	7	0	0	0	NA
01-May-22	8	0	0	0	NA
01-May-22	9	0	0	0	NA
01-May-22	10	0	0	0	NA
01-May-22	11	0	0	0	NA
01-May-22	12	0	0	0	NA
01-May-22	13	0	0	0	NA
01-May-22	14	0	0	0	NA
01-May-22	15	0	0	0	NA
01-May-22	16	0	0	0	NA
01-May-22	17	0	0	0	NA
01-May-22	18	0	0	0	NA
01-May-22	19	0	0	0	NA
01-May-22	20	0	0	0	NA
01-May-22	21	0	0	0	NA
01-May-22	22	0	0	0	NA
01-May-22	23	0	0	0	NA
01-May-22	24	0	0.075	0.075	1
01-May-22	25	0	0.075	0.075	1
01-May-22	26	0	0.075	0.075	1
01-May-22	27	0	0.075	0.075	1
01-May-22	28	0	0.075	0.075	1
01-May-22	29	0	0.075	0.075	1
01-May-22	30	0	0.06	0.075	0.8
01-May-22	31	0	0.05	0.075	0.67
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	0	0	0	NA
01-May-22	44	0.088	0	0.088	1.00
01-May-22	45	0.08	0	0.088	0.91
01-May-22	46	0.08	0	0.088	0.91
01-May-22	47	0.088	0	0.088	1.00
01-May-22	48	0.088	0	0.088	1.00
01-May-22	49	0.088	0	0.088	1.00
01-May-22	50	0.088	0	0.088	1.00
01-May-22	51	0.088	0	0.088	1.00
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
01-May-22	72	0	0	0	NA
01-May-22	73	0	0	0	NA
01-May-22	74	0	0	0	NA
01-May-22	75	0	0	0	NA
01-May-22	76	0	0	0	NA

01-May-22	77	0	0	0	NA
01-May-22	78	0	0	0	NA
01-May-22	79	0	0	0	NA
01-May-22	80	0	0.075	0.075	1.00
01-May-22	81	0	0.075	0.075	1.00
01-May-22	82	0	0.075	0.075	1.00
01-May-22	83	0	0.075	0.075	1.00
01-May-22	84	0	0.075	0.075	1.00
01-May-22	85	0	0.075	0.075	1.00
01-May-22	86	0	0.075	0.075	1.00
01-May-22	87	0	0.07	0.075	0.93
01-May-22	88	0	0	0	NA
01-May-22	89	0	0	0	NA
01-May-22	90	0	0	0	NA
01-May-22	91	0	0	0	NA
01-May-22	92	0.088	0	0.088	1
01-May-22	93	0.088	0	0.088	1
01-May-22	94	0.088	0	0.088	1
01-May-22	95	0.088	0	0.088	1
01-May-22	96	0.088	0	0.088	1
Total		**1.379**	**1.155**		

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

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

From the above table, Day's System Availability = 0.97

Similarly, the System availability shall be calculated for 35040 time-blocks (96*365) in a year, excluding time-blocks where Grid is unavailable or in case of Force Majeure.

Assuming the following parameters:

a. Total Contract Capacity = 300 MW, **C**

b. Quoted monthly Capacity charges = 5 lakhs/MW/month, **D**

c. Annual system availability (as per procedure above) is calculated to be 0.93, **B**

d. n = 12

Liquidated Damages on account of shortage in annual system Availability, as calculated from formula provided in Clause 8.2 of the RfS:

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

$$= (0.95\text{-}0.93) \times 300 \times 5 \times 12 \times 2$$

= Rs. 720 lakhs

2. System Round Trip Efficiency

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

System Efficiency $= \frac{\text{Total of Column (Y)}}{\text{Total of Column (X)}} = \frac{1.155}{1.379} = 0.837 \sim 0.84$ (rounded off to 2 decimal places).

Assuming:

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

Liquidated Damages is calculated @ Rs. 2 for excess loss of energy considering expected System Efficiency to be 85%

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

Liquidated Damages for the month = Rs. 0.01x 41.1 x 2

= Rs. 0.822 Millions

= Rs. **8.22 lakhs**

SCHEDULE 3: COMMISSIONING PROCEDURE

COMMISSIONING PROCEDURE

1. Commissioning Procedure for the Projects selected shall be as determined by Gujarat Energy Development Authority.

2. BESSD shall submit the copy of this RFS as well as BESPA signed with GUVNL to GEDA and give advanced intimation to GEDA regarding commissioning of the project.

3. BESSD shall submit the land ownership related documents as per this RFS to GEDA and GEDA being a State Nodal Agency shall certify commissioning of the project or part thereof only after verification of the land documents.

4. BESSD shall also submit the documents relating to the charging approval and other applicable approvals to GEDA and GEDA shall certify commissioning of the project or part thereof only after verification of such documents.

5. BESSD shall take into consideration the provisions of part commissioning provided in the BESPA and certify part commissioning of the project in line with the BESPA provisions.

6. GEDA may provisionally certify commissioning of the project on the date of commissioning after witnessing that the rated capacity of the project is in operation and energy is flowing into / out of the grid subject to final certification after verification of other documents.

7. The commissioning of the project shall be witnessed by Committee Constituted by GEDA which shall inter alia comprise officials of DISCOM / GETCO.

Annexure-C

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નં.જમન/૨/વશી/૩૬૭૮/૨૦૧૫ કલેકટર કચેરી કચ્છ,
મહેસુલ શાખા,ભુજ
તા.૩૧/૦૮/૨૦૧૫

વિષય:- મોજે:-ભાચુંડા,તા.અબડાસા,
ટ્રા.સ.નં.૩૫૬ પૈકીની જમીન હે.૧૬-૮૦-૦૨ આરે ૪૦૦ કે.વી.સબ સ્ટેશન માટે મળવા અંગે.
કાર્યપાલક ઈજનેરશ્રી,(સીવીલ) ગુજરાત એનર્જી ટ્રાન્સમીશન કોર્પોરેશન લી ગેટકો અંજાર(કચ્છ)

વંચાણે:- ૧. કા.પા.ઈ.શ્રી,(સીવીલ)ગુજરાત એનર્જી ટ્રાન્સમીશન કોર્પોરેશન લી. અંજારની,૧૮/૦૬/૨૦૧૩, વાળી અરજી
૨. નાયબ કલેકટરશ્રી,અબડાસાના પત્ર નં.જમન/વશી/૧૯૬૫/૨૦૧૩ તા.૧૧/૧૧/૨૦૧૩,
૩. ડી.આઈ.એલ.આર.શ્રી,ભુજના પત્ર નં.ડીએસઓ-૩૯/એમ.આર.૧/૨૨/૧૩-૧૪/ભાચુંડા તા.૧૮/૧/૨૦૧૪
૪. કા.પા.ઈ.શ્રી,ગુજરાત એનર્જી ટ્રાન્સમીશન કોર્પોરેશન લી.અંજારની તા.૨૪/૧/૨૦૧૪ વાળી અરજી
૫. નાયબ કલેકટરશ્રી,સ્ટેમ્પ ડયુટી મુલ્યાંકન તંત્ર,ભુજ-કચ્છના પત્ર નં.સ્ટેમ્પ/જેન્ટી/અભિપ્રાય/ભાચુંડા/૪૪૬ તા.૧૫/૨/૨૦૧૪
૬. અત્રેના પત્ર નં.જમન/૨/વશી/૫૦૩/૨૦૧૪ તા.૧૮/૨/૨૦૧૪
૭. મામલતદારશ્રી,અબડાસાના પત્ર નં.જમન/વશી/૫૪૫/૨૦૧૪, તા.૦૩/૪/૨૦૧૪
૮. જિલ્લા જમીન મુલ્યાંકન સમિતીની તા.૧૨/૯/૨૦૧૪ ની બેઠકની કાર્યવાહી નોધ.
૯. અત્રેના પત્ર.નં.જમન/૨/વશી/૨૯૮૦/૨૦૧૪,તા.૧૭/૧૦/૨૦૧૪
૧૦. સેકશન અધિકારીશ્રી, મહેસુલ વિભાગના,ગાંધીનગરના ઠરાવ/ક્રમાંક/જમન/૫૬૧૪/૨૨૩૩/અ,તા.૬/૦૬/૨૦૧૫
૧૧. અત્રેના પત્ર નં.જમન/૨/વશી/૨૪૫૦/૨૦૧૫ તા.૧/૭/૨૦૧૫
૧૨. મામલતદારશ્રી,અબડાસાના પત્ર નં.જમન/વશી/૧૧૦૩/૨૦૧૫ તા. ૨૩/૦૭/૧૫
૧૩. તલાટી સહ મંત્રીશ્રી,ભાચુંડાના તા.૪/૮/૨૦૧૫ વાળો પત્ર
૧૪. નાયબ કલેકટરશ્રી સ્ટેમ્પ ડયુટીના પત્ર/નં.સ્ટેમ્પ/એલોટમેન્ટ લેટર/સ્ટેમ્પ ડયુટી/૭૮૫૬-૫૭,તા.૩/૮/૨૦૧૫
૧૫. સરકારશ્રીના મહેસુલ વિભાગના તા.૬/૬/૨૦૦૩ વાળો ઠરાવ

હુકમ:-

કાર્યપાલક ઈજનેરશ્રી,(સીવીલ)ગુજરાત એનર્જી ટ્રાન્સમીશન કોર્પોરેશન લી.અંજાર તરફથી વંચાણે:-૧ વાળી અરજીથી મોજે:-ભાચુંડા,તા.અબડાસાના ટ્રા.સ.નં.૩૫૬ પૈકીની જમીન ૧૬૮૦૦૨ ચો.મી.૪૦૦ કે.વી.સબ સ્ટેશન માટે.મળવાની માંગણી કરવામાં આવતાં આ પ્રકરણ ઉપસ્થિત થયેલ છે.જે જમીન માંગણી કામે મામલતદારશ્રી,અબડાસાના તા. /૧૦/૨૦૧૩ વાળા પત્રથી દરખાસ્ત તૈયારે થઈ,નાયબ કલેકટરશ્રી,અબડાસાના વંચાણે:-૨ વાળા પત્રથી હકારાત્મક અભિપ્રાય સાથ અત્રે રજુ થયેલ છે. જે દરખાસ્ત મુજબ માંગણીવાળી જમીન સ્થાનિકે ખુલ્લી અને પડતર છે અને અન્ય કોઈ ખાતાને મંજુર થયેલ હોવાનું રેકર્ડ પર નથી તેમજ ગૌચર કે જંગલ ખાતાની જમીન પૈકીની નથી. આ જમીન અંગે કોર્ટ કેસ કે વાદ વિવાદ ચાલુમાં નથી. આ જમીનમાંથી કોઈ વિદ્યુતલાઈન,ટેલીફોન લાઈન, નર્મદાની કેનાલ કે અન્ય કોઈ કેનાલ પસાર થતી નથી. જેથી કાર્યપાલક ઈજનેરશ્રી,(સીવીલ) ગુજરાત એનર્જી ટ્રાન્સમીશન કોર્પોરેશન લી.અંજારને ફાળવવા અભિપ્રાય સાથ દરખાસ્ત રજુ થયેલ હતી.

વંચાણે ૩ વાળી ડી.આઈ એલ.આર.શ્રી,ભુજના પત્રથી માંગણીવાળી મોજે: ભાચુંડા તા.અબડાસાના સ.નં.૩૫૬ પૈકીની જમીન હે.૧૬-૮૦-૦૨ આરેની માપણી કરતા સ્થાનિકે

જમીન હે.૧૬-૮૦-૯૨ ઉપલબ્ધ હોવાનું જણાવેલ છે. જે સર્વેયરના રિપોર્ટ મુજબ જેની માપણીશીટની નકલ રજુ થયેલ છે.

વંચાણ-૪ વાળા કાર્યપાલક ઈજનેર(સીવીલ)ગુજરાત એનર્જી ટ્રાન્સમીશન કોર્પોરેશન લી.અંજાર તરફથી સબ સ્ટેશનનું કામ જલ્દીથી પુર્ણ કરવાનું હોઈ તેમજ જમીનની જે કબ્જા કિમત ભરવાની થશે તો ભરવા સહમત હોઈ,જમીનનો આગોતરો કબ્જો સોપવાની વિનંતી કરેલ છે.જેથી સરકારશ્રીના મહેસુલ વિભાગના તા.૭/૯/૨૦૦૯ વાળા ઠરાવ ક્રમાંક-જમન/૩૯૦૦/૬૧૨/અ, વાળાની જોગવાઈ મુજબ અત્રેના પત્ર નં.જમન/૨/વશી/૨૩૨/૨૦૧૪, તા.૩૦/૧/૨૦૧૪ થી નાયબ કલેકટરશ્રી,સ્ટેમ્પ ડયુટી મુલ્યાંકન તંત્ર,ભુજને જંત્રી દર અંગે તેમનો અભિપ્રાય મોકલવા જણાવેલ હતું. જે અન્વયે નાયબ કલેકટરશ્રી,સ્ટેમ્પ ડયુટી,મુલ્યાંકન તંત્ર,ભુજના વંચાણ-૫ વાળાથી સદર સ. નંબર માટે વાણીજય હેતુનો ભાવ રૂા.૧૨૪/- મુજબ ગણવા અભિપ્રાય આપેલ. જેના અનુસંધાને અત્રેના વંચાણ-૬ વાળા પત્રથી જંત્રી મુજબ થતી કિમત પ્રતિ ચો.મી.ના રૂા.૧૨૪/- પ્રમાણે માંગણીવાળી જમીન હે.૧૬-૮૦-૯૨ આરેની થતી જંત્રી મુજબની બજાર કિમત મુજબ કબ્જા કિમત રૂા.૨,૦૮,૪૩,૪૦૮/-(અકે રૂપિયા બે કરોડ,આઠ લાખ,તેતાળીસ હજાર ચારસો આઠ પુરા) વસુલી મામલતદારશ્રી,અબડાસાને આગોતરો કબ્જો સોપવા તથા કાર્યપાલક ઈજનેરશ્રી,(સીવીલ)ગુજરાત એનર્જી ટ્રાન્સમીશન કોર્પોરેશન લી.અંજારને ભરપાઈ કરવા જણાવેલ.

વંચાણ-૭ વાળા મામલતદારશ્રી,અબડાસાના પત્ર મુજબ કા.પા.ઈ.શ્રી,ગેટકો-અંજાર તરફથી જમીન કબ્જા કિમત પેટે જંત્રી મુજબની કિમત રૂા.૨,૦૮,૪૩,૪૦૮/- (અકે રૂપિયા બે કરોડ,આઠ લાખ,તેતાળીસ હજાર ચારસો આઠ પુરા) તા.૨૬/૦૩/૨૦૧૪ ના ચલણ નં.૪૬/૨૦૧૪ વાળાથી ભારતીય સ્ટેટ બેંક ઓફ ઈન્ડીયા-નલીયા શાખામાં ભરપાઈ કરેલ છે જે ચલણની નકલ રજુ થયેલ છે. તેમજ જમીનનો આગોતરો કબ્જો તા.૨૭/૩/૨૦૧૪ ના નાયબ કાર્યપાલક ઈજનેરશ્રી, (સીવીલ)ગુજરાત એનર્જી ટ્રાન્સમીશન કોર્પોરેશન લી.અંજારને સોંપવામાં આવેલ છે. જે બદલ સ.ઓ.શ્રી,ભિટ્ટારા/નલીયા ૩૪૩ કરવામાં આવેલ પંચનામાની નકલ રજુ થયેલ છે. અરજદાર એકમ તરફથી સદર માંગણીકામે સર્વિસચાર્જ પેટે રકમ રૂા.૧,૫૬,૩૨૬/- (અકે રૂપિયા એક લાખ છપ્પન હજાર ત્રણસો છવીસ રૂપિયા પુરા) ચલણ નં.૩૪૦ તા.૧૬/૧૨/૨૦૧૩ વાળાથી ભરપાઈ કરેલ હોવાના આધારો રજુ થયેલ છે.

વંચાણ-૮ વાળાથી માંગણીવાળી જમીનની કિમત જિલ્લા જમીન મુલ્યાંકન સમિતિના તા.૧૨/૯/૨૦૧૪ ની બેઠકમાં પ્રતિ ચો.મી.ના રૂા.૨૨૫/-નકકી કરવામાં આવેલ છે.જે મુજબ કુલ જમીન હે.૧૬-૮૦-૯૨ આરેની કબ્જા કિમત રૂા. ૩,૭૮,૨૦,૭૦૦/- (અકે રૂપિયા ત્રણ કરોડ અઠોતેર લાખ,વીસ હજાર સાતસો પુરા) થાય છે. જેમાંથી રૂા.૨,૦૮,૪૩,૪૦૮/- (અકે રૂપિયા બે કરોડ,આઠ લાખ,તેતાળીસ હજાર ચારસો આઠ પુરા) તા.૨૬/૩/૨૦૧૪ ના કાર્યપાલક ઈજનેરશ્રી,(સીવીલ)ગુજરાત એનર્જી ટ્રાન્સમીશન કોર્પોરેશન લી.અંજાર તરફથી કબ્જા કિમત પેટે જમા થયેલ છે.અત્રેના વંચાણ:-૯ વાળા પત્રથી મંજુરી માટે સરકારશ્રીમા દરખાસ્ત કરવામા આવેલ. જે દરખાસ્ત અન્વયે સરકારશ્રીના મહેસુલ વિભાગના વંચાણ:-૧૦ વાળા ઠરાવથી,જંત્રી મુજબની એડવાન્સ રકમ રૂા.૨,૦૮,૪૩,૪૦૮/- ભરપાઈ કરેલ હોઈ,ભાડી રહેતી રકમ રૂા.૧,૬૯,૭૭, ૨૯૨/- વસુલ લઈ તથા તકાવતની રકમ ૫૨ આગોતરો કબ્જો સોપ્યા તારીખથી આ વિભાગના તા.૭/૯/૨૦૦૪ ના ઠરાવની જોગવાઈઓ અનુસાર ૮ % લેખે વ્યાજ, તથા ઈતર વેરાઓ વસુલ લઈ મહેસુલ વિભાગનાં તા.૬/૬/૨૦૦૩ તથા વખતો વખતના ઠરાવની જોગવાઈઓ મુજબ નવી અવિભાજય અને વિકિયાદિત નિયંત્રિત શરતે,તથા રેલ્વે નિયંત્રણના નિયમોનુ અચુક પાલન થાય તે શરતે ફાળવવાની મંજુરી આપવામાં આવેલ છે.

જેથી અત્રેના વંચાણ-૧૧ વાળાથી જમીનની ભાડી રહેતી કબ્જા કિમત રૂા.૧,૬૯,૭૭, ૨૯૨/- તથા રૂપાંતર વેરાની રકમ (પ્રતિ ચો.મી.ના રૂા.૬/-) રૂ.૧૦,૦૮,૫૫૨/- તથા સર્વિસ ચાર્જની ભાડી રહેતી તકાવતની રકમ રૂા.૫૨૧૦૮/- વાળા મામલતદારશ્રી, અબડાસા પાસે, તથા

બિનખેતી આકાર(પ્રતિ ચો.મી.ના રૂ.૧૦ પૈસા મુજબ) રૂા.૧૬૮૦૯/-લોકલશેષ (આકારના ૫૦ % લેખે)રૂા.૮૪૦૫/-શિક્ષણકરના આકારના ૫૦ %લેખે)રૂા.૮૪૦૫/-તલાટીશ્રી,ભાચુંડા,તા. અભડાસા, પાસે તેમજ નિયમ અનુસારની સ્ટેમ્પ ડયુટી નાયબ કલેકટરશ્રી,સ્ટેમ્પ ડયુટી મુલ્યાંકન તંત્ર,ભુજ-કચ્છ પાસે દિન-૨૧ માં ભરપાઈ કરી,તે અંગેના અસલ આધારો અત્રે રજુ કરવા જણાવતા વંચાણ-૧૨ વાળા મુજબ બાકી રહેતી કબ્જા કિમત રૂા.૧,૬૯,૭૭,૨૯૨/-ચલણ નં.૧૧૬૨ તા.૯/૦૭/૨૦૧૫ તથા જમીનની કિમતના ૮ % પ્રમાણે તા.૨૭/૩/૨૦૧૪ થી તા.૧૦/૭/૨૦૧૫ સુધી થતી વ્યાજની રકમ રૂા.૧૩,૫૨,૬૧૦/- ચલણ નં.૧૧૮૭ તા.૧૩/૭/૧૫ થી બિનખેતી રૂપાંતર કરની રકમ(પ્રતિ ચો.મી.ના રૂા.૬/- મુજબ) રૂા.૧૦,૦૮,૫૫૨/- ચલણ નં.૧૧૮૬ તા.૧૩/૭/૧૫ થી તથા સર્વિસચાર્જની તફાવતની રકમ પેટે રૂા.૫૨,૧૦૮/-ચલણ નં.૧૧૮૫ તા.૧૩/૭/૨૦૧૫ થી મામલતદારશ્રી,અભડાસા પાસે તથા બિનખેતી આકારની રકમ રૂા.૧૬૮૦૯/-, પહોંચ નં.૬૬ તા.૨૧/૭/૨૦૧૫ લોકલશેષ (આકારના ૫૦ % લેખે) રૂા.૮૪૦૫/- પહોંચ નં.૬૭ તા.૨૧/૭/૨૦૧૫ શિક્ષણકરના (આકારના ૫૦ % લેખે) રૂા.૮૪૦૫/- પહોંચ નં.૬૦ તા.૨૧/૭/૨૦૧૫ થી તલાટીશ્રી,ભાચુંડા,તા.અભડાસા, પાસે થી ભરપાઈ થઈ પહોંચ રજુ થયેલ છે. તેમજ પેટા તિજોરી અધિકારીશ્રી,નલીયાના તા.૨૦/૭/૨૦૧૫ વાળા પત્રથી ટ્રેઝરી વેરીફીકેશન થયેલ છે.વંચાણ-૧૪ વાળા પત્રથી નિયમ અનુસારની સ્ટેમ્પ ડયુટી રૂા.૧૯,૦૨,૬૪૦/- ચલણ નં.૫૫૧, તારીખ:-૨૪/૭/૧૫ વાળાથી વસુલ થયેલ છે.

ઉપરોકત વિગેતે વંચાણ:-૧૦ વાળા ઠરાવ મુજબ જમીનની કબ્જા કિમત,વ્યાજ, સર્વિસચાર્જ તેમજ રૂપાંતર વેરા તથા અન્ય ઈતરવેરાઓ અરજદાર/એકમ તરફથી સરકારશ્રીમાં જમા કરાવેલ હોઈ,મહેસુલ વિભાગના વંચાણ:-૧૦ વાળા ઠરાવથી મળેલ મંજુરી અન્વયે ડી.આઈ.એલ.આર.શ્રી,ભુજના વંચાણ-૫ વાળાથી માપણી થયેલ મોજે:-ભાચુંડા, તા.અભડાસાના ટી.સ.નં.૩૫૬ પૈકીની જમીન હે.૧૬-૮૦-૬૨ આરેની ૪૦૦ કે.વી.ના સબ સ્ટેશન બનાવવાના હેતુ માટે કાર્યપાલક ઈજનેરશ્રી,ગુજરાત ટ્રાન્સમીશન કોર્પોરેશન લી.,અંજારને નીચે જણાવેલ શરતોને આધિન રહીને જમીન નવી અવિભાજય અને વિક્રિયાદિત નિયંત્રિત પ્રકારની શરતોએ તથા રેખા નિયંત્રણના નિયમોનું અચુક પાલન થાય તે શરતે મંજુર કરવાનો આથી હુકમ કરવામાં આવે છે.

શરતો:-

(૧) જમીન જે હેતુ માટે મંજુર કરવામાં આવે છે તે હેતુ માટે જ તેનો ઉપયોગ કરવાનો રહેશે તે સિવાય અન્ય કોઈ હેતુ માટે તેનો ઉપયોગ કરી શકાશે નહી.

(૨) સવાલવાળી જમીન પર રિઅન ડેવલોપમેન્ટ રુલ્સની જોગવાઈ મુજબ બાંધકામ કરવાનું રહેશે.

(૩) સવાલવાળી જમીન અત્રેથી પુર્વ પરવાનગી વગર અન્ય કોઈને તબદીલ કે વેચાણ કે ગીરો કરી શકાશે નહી. સદર જમીન કોઈને ભાડે પટ્ટે આપી શકાશે નહી.

(૪) પ્રત્યક્ષ કબજો સંબંધકર્તા સસ્થાને સોંપી પંચકયાસ કરવાની કાર્યવાહી દિન-૧૫ માં પુરી કરી સબંધિત સંસ્થાને ફાળવેલ જમીનની નિયત નમુનામાં સનદ આપવાની કાર્યવાહી બીજા પંદર દિવસમાં પુરી કરવાની રહેશે તેમજ તેની અત્રે જાણ કરવાની રહેશે.

(૫) મંજુર થયેલ જમીનનો કબજો મળ્યાની તારીખથી ૬ માસમા બાંધકામ શરૂ કરીને બે વર્ષમા પુરૂ કરવાનું રહેશે.

(૬) ઉકત જમીન બાબતમાં જો અન્ય કાયદા હેઠળની કે અન્ય જરૂરી એવી મંજુરીઓ/ પરવાનગીઓ મેળવવાની થતી હોય તો તે મેળવવાની રહેશે.

(૭) પર્યાવરણની જાળવણી વગેરે શરતોનું પાલન કરવાનું રહેશે.

(૮) ઉકત જમીન પર કોઈ ઝાડ -બીડ કે સરકારી મિલકત આવેલ હોય તો તેની માલિકી ગુજરાત સરકારની રહેશે.

(૯) કોઈપણ રીતે પાણીની કુદરતી આવકને અસર કરે નહી કે કોઈ જાહેર અડચણ થાય નહી તેવી રીતે બાંધકામ કરવાનું રહેશે.

(૧૦) સને ૧૯૬૨ના જમીન મહેસુલ નિયમોમા દર્શાવેલ નિયત ધોરણ ઉપયોગ શરતો સાથે સંબંધ કરતાં મામલતદારશ્રી પાસે નિયત નમુનામાં કબુલાત કરી આપવાની રહેશે.ઉપરોત નમુના–૬ માં અરજદારે મામલતદારશ્રી પાસેથી રજાચીઠ્ઠી મેળવી લેવાની રહેશે.

(૧૧) આ જમીન ઉપરનો બિનખેતી આકાર સરકારશ્રીના નિયમો મુજબ તથા લાગુ પડતા શેષવેરા દર વર્ષે નિયમિત ભરવાના રહેશે. આ દર ભવિષ્યના સુધારા વધારાને આધીન રહેશે અને અરજદારનો બંધનકર્તા રહેશે.

(૧૨) આ હુકમથી ફાળવેલ જમીન અંગે સ્થાનિક અદાલત/ન્યાયદાર હાઈકોર્ટ કે સક્ષિમ વિવાદમાં કોઈ કાનુની લીટીગેશન થયેલ હશે/ઉભા થશે તો તેના ચુકાદા/નિર્દેશ આ સંસ્થાને બંધનકર્તા રહેશે.

(૧૩) ઉપરની કોઈપણ શરતોનો ભંગ થશે તો શરતભંગ બદલ ડામ ચલાવી જમીન મંજુરી રદ કરવામાં આવશે અને વિના વળતરે સરકારમાં પરત લેવામાં આવશે.

(૧૪) આ હુકમમાં અગર સનદમાં કારકુનની અથવા ગણતરીની કોઈ ભુલ હશે તો તેમાં સુધારો વધારો થઈ શકશે.

રવાના કર્યું.૩૧/૦૮/૨૦૧૫,

ચીટનીશ ટુ ધી કલેકટર
ભુજ(કચ્છ)

સહી/–(એમ.એસ.પટેલ)
કલેકટર કચ્છ

પ્રતિ,
કાર્યપાલક ઈજનેરશ્રી,(બાંધકામ)
ગુજરાત એનર્જી ટ્રાન્સમીશન કોર્પોરેશન લી.
એજાર(કચ્છ)(રબારસર ટપાલથી)

નકલ રવાના :–

૧. જિલ્લા વિકાસ અધિકારીશ્રી,કચ્છ–ભુજ
૨. નાયબ કલેકટરશ્રી,અબડાસા (કચ્છ)
૩. નાયબ કલેકટરશ્રી, સ્ટેમ્પ ડયુટી, કચ્છ–ભુજ
૪. નગર નિયોજકશ્રી, કચ્છ–ભુજ
૫. મામલતદારશ્રી, અબડાસા, અસલ પ્રકરણ સાથે તથા સવાલવાળી જમીન મંજૂર થયા અંગેની રેવન્યુ રેકર્ડમાં અસર આપી તેની અત્રે જાણ કરવી.
૬. તાલુકા વિકાસ અધિકારીશ્રી,અબડાસા,
૭. ડી.આઈ.એલ.આર.શ્રી, કચ્છ–ભુજ... ઈ.જે.પી તૈયાર કરી અત્રે રિપોર્ટ કરવા
૮. સરપંચશ્રી,ભાચુંડા, ગ્રામ પંચાયત, તા.અબડાસા
૯. તલાટીશ્રી,ભાચુંડા,ગ્રામ પંચાયત, તા.અબડાસા

નકલ સવિનય રવાના :–

નાયબ સચિવશ્રી, મહેસુલ વિભાગ,અ–૧ શાખા સચિવાલય,ગાંધીનગર

ન. સીબીએસટીએસ-૨૦૧૩૦૩૦૬૩૬૩. ૬૦૧૮ /૨૦૧૩
જિલ્લા કલેક્ટરની કચેરી, ગુલાબબીજ સર્કલ પાસે,
અમદાવાદ.
તા:- ૭ /૦૩/૨૦૧૩

વંચાણમાં લીધું-

(૧) ગુજરાત એનર્જી ટ્રાન્સમીશન કોર્પોરેશન લિ.ના એક્ઝીકયુટીવ એન્જીનીયરશ્રીના તા.૧૮/૧૧/૧૧ના પત્ર નં. 10-11 / DN / LHD / PRJ / 41-BF / 5203 ના પત્રો.

(૨) નાયબ કલેકટરશ્રી, ધંધુકા પ્રાંતના પત્ર નં. જમીન / પચ્છમ / સરકારી પડતર / ૬૬ કે.વી. સબ સ્ટેશન / વશી.૬૫૫ / ૨૦૧૨, તા.૦૫/૦૪/૧૨નો પત્ર.

(૩) મામલતદારશ્રી, ધંધુકાના પત્ર નં. જમીન / વશી. /૧૩, તા.૧૧/૦૨/૧૩.

(૪) અત્રેના તા.૧૬/૦૬/૧૨ના પત્ર નં. સીબી / સીટીએસ-૨ / સજજા / સી. ૧૩૨૩૩ / ૨૦૧૨.

(૫) સરકારશ્રીના મહેસુલ વિભાગના ઠરાવ ક્રમાંક જમન / ૩૯૦૦૯ - ૬૧૨ - અ, તા.૦૩/૦૯/૦૯

હુકમ:-

મોજે પચ્છમ, તા.ધંધુકાના સ.ન. ૫૬૮/૧૦/૨ પૈકી ૨૦-૦૦-૦૦ ચો.મી. (૫૦૦૪૪૦૦) જમીનમાં ૪૦૦ કે.વી. સબ સ્ટેશન બનાવવાના હેતુ માટે ગુજરાત એનર્જી ટ્રાન્સમીશન કોર્પોરેશન લિ.એ જમીન ફાળવી આપવા આમુખ-(૧)ના પત્રથી માંગણી કરેલ છે.

મામલતદારશ્રી ધંધુકાએ માંગણી અંગેની પોરણસરની દરખાસ્ત તૈયાર કરી નાયબ કલેકટરશ્રી ધંધુકા પ્રાંત મારફતે આમુખ-(૨)ના પત્રોથી મોકલી આપેલ છે. તેમના અભિપ્રાય મુજબ માંગણીવાળી જમીન સરકારી પડતર સદરે ચાલે છે. નિયમોનુસાર પ્રવર્તમાન ધારાધોરણ મુજબ કિંમત વસુલ લઈ ફાળવવા અભિપ્રાય આપેલ છે.

મોજે પચ્છમ, તા.ધંધુકાના સ.નં. ૫૬૮/૧૦/૨ પૈકીની ૨૦-૦૦-૦૦ ચો.મી. જમીન અંગે અત્રેના આમુખ-(૪)માં જણાવેલ પત્રથી અરજદાર કંપનીને પ્રશ્નવાળી જમીનની પ્રવર્તમાન જંત્રી દર રૂ.૨૮૦/- પ્રતિ ચો.મી. લેખે કુલ રૂા.૫,૬૦,૦૦,૦૦૦/- (અંકે રૂપિયા પાંચ કરોડ સાઠ લાખ પુરા) તથા સરકારશ્રીના મહેસુલ વિભાગના ઠરાવ ક્રમાંક જમન / ૩૯૧૦ / ૩૫૧૯ / અ.૧, તા.૨૬/૦૪/૨૦૧૧ના પરિપત્ર મુજબ ૧ ટકા સર્વિસચાર્જ લેખે રૂા. ૫,૬૦,૦૦૦/- (અંકે રૂપિયા પાંચ લાખ સાઠ હજાર પુરા) ગ્રામ દફતરે જમા કરાવવા જણાવેલ. જે અન્વયે અરજદાર કંપનીએ તા.૦૮/૦૧/૧૩ના પત્રથી ચલન નંબર ૧૨૦, તથા ચલન નંબર ૧૧૯, તા.૦૮/૦૧/૧૩થી જમા કરાવ્યાની ચલનની પ્રમાણિત નકલ રજુ કરેલ છે. તથા સરકારશ્રી દર જમીનની કિંમતમાં જે ફેરફાર થશે તે ભરપાઈ કરવા બાંહેધરી આપેલ છે. આમુખ-(૩) ના પત્રથી મામલતદારશ્રી, ધંધુકાએ આ બાબતે અનુમોદન આપેલ છે.

...ખ, પ્રશ્નવાળા જમીન ગુજરાત એનર્જી ટ્રાન્સમીશન કોર્પોરેશન લિ. ને નીચે જણાવેલ શરતોને આધિન આગોતરો કબજો સોંપવા આથી હુકમ કરવામાં આવે છે.

શરતો-

(૧) પ્રશ્નવાળી જમીનની માપણી કરાવીને જમીનનો કબજો દિન)-૭માં સોંપવાનો રહેશે .અને કબજો સોંપ્યા તારીખથી ત્રણ માસ પહેલા જમીનનું મુલ્યાંકન જિલ્લા મુલ્યાંકન સમિતિમાં કરાવી લેવાનું રહેશે.

(૨) પ્રશ્નવાળી જમીનની સરકારશ્રીમાં ભરવાપાત્ર થતી કબજા કિંમત નક્કી થયેથી અત્રે જાણ કર્યેથી ત્રણ માસમાં તફાવતની રકમ સરકારશ્રીમાં ભરપાઈ કરવાની રહેશે

(૩) પ્રશ્નવાળી જમીનની સરકારશ્રીમાં ભરવાપાત્ર થતી કબજા કિંમત જણાવેલ સમય-મર્યાદામાં) ત્રણ માસ (ભરપાઈ કરવામાં નહી આવે તો પછીના વિલંબીત સમય-ગાળા દરમ્યાનનું થતું વાર્ષિક ૮ % વ્યાજ ભરપાઈ કરવાનું રહેશે.

રવાના કરવા પ્રમાણિત
ડેપ્યુટી કલેક્ટર
ડેપ્યુટી કલેક્ટર, અમદાવાદ

સહી-/
(વિજય નેહરા)
જિલ્લા કલેકટર, અમદાવાદ

પ્રતિ,
ગુજરાત એનર્જી ટ્રાન્સમીશન કોર્પોરેશન લિ.
૨૨૩, એસ.એસ.કોમ્પાઉન્ડ, નેશનલ હાઈવે,
મુ.પો.લીંબડી, જિ.સુરેન્દ્રનગર-૩૬૩૪૨૧.

નકલ રવાના- મામલતદારશ્રી, ધંધુકા, તા.ધંધુકા જિ.અમદાવાદ તરફ.

૨/- પ્રશ્નવાળી જમીનનો તાકીદે કબજો સુપ્રત કરી કબજો સોંપ્યાની કબજા પાવતી, પંચનામા સાથેનો આપનો રીપોર્ટ રુબરુમાં અત્રે મોકલી આપવા સારુ તથા પ્રશ્નવાળી જમીનના પ્રશ્નવાળી જમીનના મુલ્યાંકન સારૂ વેચાણની સીડી સાથેની જરૂરી વિગતો નાયબ નગરનિયોજકશ્રીને અત્રેની જાણ હેઠળ બારોબાર મોકલી આપવા સારૂ.

નકલ સવિનય રવાના:- નાયબ સચિવશ્રી,મહેસુલ વિભાગ, બ્લોક નંબર ૧૧, સચિવાલય, ગાંધીનગર તરફ જાણ તથા જરૂરી કાર્યવાહી સારૂ.

નકલ રવાના- નાયબ નગરનિયોજકશ્રી, નિર્ણયનગર, અખબારનગર સર્કલ પાસે, અમદાવાદ તરફ પ્રશ્નવાળી જમીનનું મુલ્યાંકન કરી જિલ્લા જમીન મુલ્યાંકન સમિતિમાં રજુ કરવા સારૂ.

નકલ રવાના- ડી.આઈ.એલ.આર.શ્રી તરફ જાણ તથા જરૂરી કાર્યવાહી સારૂ.

નકલ રવાના- સીટેનટ કાઈલે...

નં.જમન–૩–વ–૪૫૩૬–ફા.નં.૧૩૧–સરલા–૨૦૧૫.

કલેકટર કચેરી,
સુરેન્દ્રનગર તા. ૮/૩/૨૦૧૫.

300

વિષય :– મોજે.સરલા, તા.મુળી
સ.નં.૮૮૫/૧ ની ૧,૦૦,૦૦૦ ચો.મી. જમીન ૨૨૦ કે.વી.સબ સ્ટેશન બનાવવા મળવા અંગે.

વંચાણે :– (૧) કાર્યપાલક ઈજનેરશ્રી, જેટકો (બાંધકામ),લીબડીનો તા.૨૨/૪/૧૦નાં પત્રથી રજુ થયેલ દરખાસ્ત.
(૨) નાયબ કલેકટરશ્રી,લીબડીના તા.૨૯/૦૬/૧૦ ના પત્ર નં.જમન/વશી/૫૧૯૩/૨૦૧૦ અંતીત પ્રકરણ.
(૩) સરકારશ્રીના મહેસુલ વિભાગના તા.૯/૧૦/૧૪ ના ઠરાવ નં. જમન–૫૨–૨૦૧૧–૧૪૬૫–અ.
(૪) કા.પા.ઈ.શ્રી,જેટકો,લીબડીના તા.૧૮/૮/૨૦૧૦ તથા તા.૧૬/૦૨/૨૦૧૫ ના પત્રથી રજુ થયેલ ચલન.

–// હુ ક મ //–

કાર્યપાલક ઈજનેરશ્રી, (બાંધકામ) જેટકો, લીબડીએ **વંચાણ–૧વાળા** તા.૨૨–૪–૨૦૧૦ના પત્રથી મુળી તાલુકાના સરલા ગામના સરકારી પડતરના **સ.નં.૮૮૫/૧ ની ૧,૦૦,૦૦૦ ચો.મી.** જમીન ૨૨૦ કે.વી. સબ સ્ટેશન બનાવવા મળવા માંગણી કરેલ.જે પરત્વે મામલતદારશ્રી, મુળી તરફથી સ્થાનીકે તપાસ કરાવી સાધનીક કાગળો સહ દરખાસ્ત નાયબ કલેકટરશ્રીને મોકલતા **વંચાણ–૨** વાળા નાયબ કલેકટરશ્રી, લીબડીના તા.૨૯–૦૬–૧૦ના પત્રથી આવેલ દરખાસ્ત મુજબ માંગણીવાળી જમીન સ્થળે ખુલ્લી અને પડતર છે. કોઈ સાર્વજનિક હેતુ માટે નીમ થયેલ નથી. સદરહું જમીન સરકારી પડતર સદરની છે. જેથી સવાલવાળી નાયબ નગર નિયોજકશ્રી તરફથી જે કિંમત નકકી થાય તે મુજબ કબજા કિંમત લઈ કા.ઈ.શ્રી જેટકોને આપવા મામલતદારશ્રી, મુળી તથા નાયબ કલેકટરશ્રી, લીબડીએ અભિપ્રાય આપેલ છે. માંગણીવાળી જમીનની જંત્રી મુજબની કિંમત દર ચો.મી.ના ₹૧૬૫/– મુજબ થતી કિંમત ₹૧,૬૬,૯૩,૮૭૫/– તથા રૂપાંતર વેરાની રકમ ₹૬,૦૭,૦૫૦/– ભરપાઈ કરવામાં આવતા જેટકો લીબડીના પ્રતિનિધિને આગોતરો કબજો તા.૩૧/૦૮/૧૦ ના રોજ સોંપવામાં આવેલ.

સદરહુ જમીનની કિંમત રાજય મૂલ્યાંકન સમિતિમાં નકકી કરાવતા તા.૩૧/૦૮/૧૦ની સ્થિતિએ દર ચો.મી.ના ₹૨૦૦/– નકકી થતા માંગણીવાળી જમીન ચો.મી.૧,૦૦,૦૦૦ ની કબજા કિંમત ₹૨,૦૦,૦૦,૦૦૦/– નકકી થયેલ જે જમીન ફાળવણીની અત્રેની સત્તા મર્યાદામાં ન હોય સદરહું જમીન ફાળવવા મહેસુલ વિભાગ, ગાંધીનગરને દરખાસ્ત કરતા ઉકત **વંચાણ ક્રમાંક–૩** વાળા સરકારશ્રીનાં મહેસુલ વિભાગનાં તા.૯–૧૦–૧૪ના ઠરાવ થી સવાલવાળી જમીનની બાકી રહેતી રકમ તથા ઈતર વેરાઓ તથા વ્યાજની રકમ વસુલ લઈ નવી અવિભાજય અને વિક્રયાદિ નિયંત્રિત શરતે ગ્રાન્ટ કરવાની મંજુરી આપવામાં આવેલ. જેથી સવાલવાળી જમીન બાબતે બાકી રહેતી વસુલાત ભરપાઈ કરવા કા.ઈ.શ્રી જેટકો, લીબડીને જણાવતા બાકી રહેતી કબ્જાકિંમત ₹૩૩,૦૬,૧૨૫/– તા.૧૩/૨/૧૫ તથા વ્યાજની રકમ ₹૧૧,૨૪,૦૮૩/– તા.૧૩/૨/૧૫ થી તથા સ્ટેમ્પ ડયુટીની રકમ ₹૯,૮૦,૦૦૦/– તા.૧૩/૨/૧૫ તેમજ રજીસ્ટ્રેશન ફી ની રકમ ₹૨,૦૦,૦૦૦/– તા.૧૩/૨/૧૫ ના રોજ ભરપાઈ કરેલ છે.

સદરહુ કામે માંગણીવાળી જમીનની કબજા કિંમત તેમજ ઈતર વેરાઓ વસુલ આવી ગયેલ હોઈ મામલતદારશ્રી મુળી તરફથી સામેલ થઈ આવેલ નકશામાં જણાવ્યા મુજબ ગામ સરલાની **સ.નં.૮૮૫/૧ ની ૧,૦૦,૦૦૦ ચો.મી.**જમીન નીચેની શરતોને આધીન રહી નવી અને અવિભાજય શરતોએ ૨૨૦ કે.વી. સબ સ્ટેશન માટે ગુજરાત એનર્જી ટ્રાન્સમીશન કાર્પોરેશન લીમીટેડ, લીબડીને વેચાણ આપવા આથી હુકમ કરવામાં આવે છે.

GETCO Inward No. 1803 Date 16 JUL 2015 LIMBDI Const. Dn.

–:: શ ર તો ::–

(૧) સવાલવાળી જમીનનો ઉપયોગ ૨૨૦ કે.વી.સબ સ્ટેશન માટે જ કરવાનો રહેશે.

(૨) આ જમીન નિયંત્રીત સત્તા પ્રકારની એટલે નવી અને અવિભાજય વિક્રિયાદિત નિયંત્રિત શરતથી આપવામાં આવેલ છે.જેથી સરકારશ્રીની અથવા અત્રેની મંજુરી વિના વેચાણ ગીરો કે તબદીલી થઈ શકશે નહીં.અથવા પેટા ભાડે આપી શકાશે નહીં.

(૩) આ જમીનનો બીનખેતી આકાર તથા અન્ય કરો હાલના પ્રવર્તમાન દરે નિયમ મુજબ કબજો સંભાળેલ તે સમયથી ભરવાનો રહેશે.અને તેમાં વખતો વખત ફેરફાર થાય તે મુજબ દર વર્ષે નિયમિત ભરવાના રહેશે.

(૪) સ્થાનીક સંસ્થા તરફથી લેવામાં આવતા કરવેરા પણ ભરવાના રહેશે.

(૫) આ જમીન ઉપર બાંધકામ ૬–માસમાં શરૂ કરીને બે–વર્ષમાં પૂર્ણ કરવાનું રહેશે તેમજ બાંધકામ રેખા નિયંત્રણ ધારાની જોગવાઈને આધિન કરવાનું રહેશે.

(૬) બાંધકામ પ્લાન સક્ષમ અધિકારીશ્રી પાસે મંજુર કરાવવાના રહેશે.

(૭) આ જમીનની માપણી બોર્ડ પોતાના ખર્ચે કરાવી લેવાની રહેશે.

(૮) આ જમીનની સનંદ જમીન મહેસુલ નિયમો–૧૯૬૨ નીચે નિયત સનંદ નમુના–"એચ" કાનુન–૪૩ માં હુકમની વધારાની શરતો દાખલ કરી મામલતદારશ્રી સાયલાએ માસ–૧ માં આપવી.

(૯) ઉપરની કોઈપણ શરતનો ભંગ થશે તો જમીન સરકારશ્રી કોઈપણ જાતનું વળતર ચુકવ્યા વગર સરકાર હસ્તક પરત લઈ શકશે.

કલેક્ટર ગુજરાત રાજ્ય સુરેન્દ્રનગર જિલ્લો

(ઉદિત અગ્રવાલ)
કલેકટર,
સુરેન્દ્રનગર જિલ્લો.

નકલ રવાના:–

૧: સેકશન અધિકારીશ્રી, મહેસુલ વિભાગ, "અ" શાખા, સચિવાલય, ગાંધીનગર.
૨: નાયબ કલેકટરશ્રી,**ચોટીલા** તરફ... જાણ સારૂ .
૩: મામલતદારશ્રી,**મુળી**..... અસલ પ્રકરણ સહ હુકમ મુજબ અમલ થવા તથા ઈ–ધરા કેન્દ્રમાં નોંધ દાખલ કરી નોંધની નકલ મોકલી આપવા સારૂ.
૪: તાલુકા વિકાસ અધિકારીશ્રી, મુળી
૫: ડી.ઈ.લે.રે.શ્રી, **સુરેન્દ્રનગર**.
૬: સર્કલ ઓફિસરશ્રી, મુળી.
૭: તલાટી–કમ–મંત્રીશ્રી, **સરલા**, તા.મુળી..દફતરે દાખલો રાખવા સારૂ.
૮: કાર્યપાલક ઈજનેરશ્રી,ગુજરાત એનર્જી ટ્રાન્સમીશન કોર્પો.લી.(બાંધકામ વિભાગ)જેટકો, ૨૨૦ કે.વી.સબ સ્ટેશન,નેશનલ હાઈવે રોડ નં.૮–એ,મું.લીબડી તા.લીબડી, જી. સુરેન્દ્રનગર.
૯: આ કચેરીની જનરલ શાખાની સિલેકટ ફાઈલે.
૧૦: સિલેકટ ફાઈલે.

રવાનગી કલાર્ક કલેક્ટર કચેરી સુરેન્દ્રનગર.

Annexure-D

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-: RIGHT OF USE AGREEMENT :-

THIS RIGHT OF USE AGREEMENT is executed on this _____ day of _____, **2023**

BETWEEN

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED having its Registered office at: Sardar Patel Vidhyut Bhavan, Race Course, Vadodara a company incorporated under the Company Act, 1956 (hereinafter referred to as **GETCO** which term shall include its Successors and assigns) of the **FIRST PART**

- AND -

GUJARAT URJA VIKAS NIGAM LIMITED. having its Registered office at: Sardar Patel Vidhyut Bhavan, Race Course, Vadodara a company incorporated under the Company Act, 1956 (hereinafter referred to as **GUVNL** which term shall include its Successors and assigns) of the **SECOND PART**

- AND -

M/s. ....., a company incorporated under the provisions of the Companies Act ____, having its registered office

at _____, acting through its **DIRECTOR/AUTHORISED SIGNATORY: MR./MS. .....,** duly authorised by virtue of the Resolution of the Board of Directors of the Company passed at the meeting on _____ (hereinafter referred to as the **DEVELOPER** its Successors and permitted assigns) of the **LAST PART**

WHEREAS the **GETCO** owns, operates and maintains the sub-station at _____ premises bearing **BLOCK NO: .....** total admeasuring about **..... Mtr/Acre** situated at: Village: ....., Taluka: ....., District: ..... (included road, margin, Store etc and common open space is for common use), as a part of the electricity transmission activities being undertaken by **GETCO** and is in the possession of surplus land at the sub-station which **GETCO** is in a position to offer for **RIGHT OF USE** for identified business subject to the approval by the Revenue Authorities/Government Departments required as a condition for vesting of such land in **GETCO**;

AND WHEREAS on 10.03.2022 the Ministry of Power, Government of India has issued the Guidelines for "Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services" under Section 63 of the Electricity Act, 2003;

Draft for Approval

AND WHEREAS the said Guidelines have been issued for procurement of energy from Battery Energy Storage System (**'BESS'**) by the 'Procurers', through competitive bidding, from grid-connected Projects to be set up on 'Build-Own-Operate' or 'Build-Own-Operate-Transfer' basis. The Guidelines envisage facilitation of procurement of BESS for optimum utilization of transmission and distribution network.

AND WHEREAS under the Guidelines, the BESS Projects can be set up in through several models, including BESS with transmission infrastructure which is aimed at maximization of the utilization of the transmission asset, increasing duration of usage of transmission system and strengthen Grid Stability. These systems will enable large-scale optimization of transmission infrastructure by optimum utilization of transmission capacity and reducing network congestion. As a result, the requirement of augmentation of evacuation and transmission infrastructure gets drastically reduced.

AND WHEREAS in terms of the above Guidelines, **GUVNL** has proceeded to invite the Bids for setting up of Pilot Projects of ___ MW/___ MWh Standalone Battery Energy Storage Systems in Gujarat under Tariff-Based Global Competitive Bidding (Phase-I) for the selective locations, within the premises of **GETCO** Substations and for charging of BESS and supply of energy to **GUVNL** from the BESS Projects as required. **GUVNL** seeks to utilize energy storage systems to draw electricity on a 'On-

Demand' basis, consistent with requirements of the State Distribution Licensees during the peak and off-peak hours.

AND WHEREAS as per the Guidelines, the Procurer/**GUVNL** may choose to locate the Project at a specified and appropriate site and the same may be specified by the Procurer/**GUVNL** in the bidding documents.

AND WHEREAS accordingly, **GUVNL** has proposed that the capacity of ___ MW/___ MWh be set up at **GETCO's** sub-station Premises and identified the list of EHV sub-stations for BESS Projects. Such locations are conducive to the charging of the BESS by the Grid and injection of the power from BESS to the Grid;

AND WHEREAS according to the RfS issued by **GUVNL**, the Project capacity of ___ MW/ ___ MWh shall be located in the vicinity of Substations of the State Transmission Utility network-(GETCO in the present case) as per information mentioned in list, in the State of Gujarat;

AND WHEREAS the Department of Revenue, Government of Gujarat has accorded the approval to **GETCO** and **GUVNL** for the use of the land are available at the sub-stations of **GETCO** for the BESS Projects under the scheme as per the Guidelines notified by the Ministry of Power, Government of India.

AND WHEREAS GETCO had obtained the prior approval of the Gujarat Electricity Regulatory Commission for allowing the Right

of Use to the selected developers under the above scheme, in terms of Section 17(3) of the Electricity Act, 2003 read with Regulation 21 of the Gujarat Electricity Regulatory Commission, (Licensing of Transmission) Regulations 2005, such approval having been granted vide Order dated ___ passed by the Gujarat Electricity Regulatory Commission in Petition No. _____;

AND WHEREAS on the recommendation of **GUVNL**, **GETCO** has agreed to execute this Agreement in favour of the **DEVELOPER** with **GUVNL** as a confirming party in regard to the license to the **DEVELOPER** to use the land without vesting any right, title or interest on the land and without creating any exclusivity in regard to the said land;

AND WHEREAS the **DEVELOPER** and **GUVNL** has agreed to the above license/right of use being allowed to the **DEVELOPER** on the land ad measuring _____ in the sub-station at _____ premises bearing **BLOCK NO: .....** total admeasuring about **..... Mtr/Acre** situated at: Village: ....., Taluka: ....., District: ..... (hereinafter referred to as the **'Right of Use Land'**)

NOW THIS AGREEMENT WITNEESTH AS UNDER:

1. Subject to the terms and conditions contained in this Agreement, **GETCO** hereby agrees to the licensed use of the Right of Use Land as defined above, and **DEVELOPER**

agrees to License of the use of the land for the period for which the Agreement entered into between the **DEVELOPER** and **GUVNL** survives in regard to the BESS Project or till sooner determination of the License in terms of the provisions of this Agreement, whichever is earlier.

2. The **DEVELOPER** shall utilize the Right of Use Land only for the BESS Project and for charging of the Battery Energy Storage System from the Grid and for injection of the power into the Grid to **GUVNL**. The **DEVELOPER** shall not utilize the Right of Use Land for any other purpose whatsoever or for rendering any services to any other person. The violation of the above condition shall constitute a material breach on the part of the **DEVELOPER** of the terms of this Agreement entitling **GETCO** to cancel the License for breach on the part of the **DEVELOPER**. This shall be further without prejudice to any action that maybe taken by **GUVNL** against the **DEVELOPER** under the Agreement entered into by **GUVNL** and the **DEVELOPER**.

3. The **DEVELOPER** shall pay a nominal of Rs. 1 per site, for the Right of Use granted under this Agreement considering that the entire benefit arising out of the BESS Project will be accruing to **GUVNL** and for the augmentation of the power system in the State of Gujarat in accordance with the Guidelines of the Ministry of Power, Government of India.

4. The **DEVELOPER** shall ensure that the use of land of **GETCO** sub-stations by BESS **DEVELOPER** shall not in any manner involve use of any of functional transmission assets such as transmission towers, transmission lines, the plant, machinery, equipment and facilities forming part of the sub-station activities or any other functional assets related to any operation incidental or ancillary to undertaking inter-state transmission of electricity, in which **GETCO** has made any significant investment. As mentioned above, the use is only for the identified parcel of the land which can be allowed to be used for development of BESS Projects without affecting the licensed transmission activities of **GETCO**.

5. The land to be utilized for development of BESS Projects shall not be sold, transferred, or otherwise used for any other purpose. The Right of Use Land can only be used by the **DEVELOPER** in a restrictive manner on license basis and that too under the supervision and control of **GETCO**.

6. **THE DEVELOPER HEREBY** covenant as under:

i) The **DEVELOPER** shall maintain the Right of Use Land in a clean and tidy manner in the same state and condition as on the date or occupation;

ii) **GETCO** shall always have the right to enter upon the Right of Use Land at any time and **DEVELOPER** shall

not claim any exclusivity in regard to the said land in any manner whatsoever;

iii) The **DEVELOPER** shall not install any permanent structure attached to the Earth and undertakes to remove any structure that are installed for the purposes of BESS Projects at the time of the determination of the period of this Agreement. Any structure which are not removed or otherwise which cannot be removed without causing damage to the land shall vest in **GETCO** without the **DEVELOPER** having any right of compensation for the same;

iv) The **DEVELOPER** will utilize the Right of Use Land only for BATTERY ENERGY STORAGE SYSTEM purpose, and **Developer** will not keep the hazardous material in the leased premises. The Developer will not use the said land for other any purpose except solar/wind/hybrid/battery storage power plant of capacity. In case of failure of above **GETCO** is entitled to terminate the said agreement; and

v) The **DEVELOPER** will insure and keep continuous coverage of insurance of all machineries, utilities and material during the currency of the lease agreement.

IN Witness Whereof the parties have signed this agreement on the day, month and year first written above.

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED.(GETCO.),
through its **AUTHORIZED SIGNATORY**
MR./MS. .....

_____

GUJARAT URJA VIKAS NIGAM LIMITED
THROUGH ITS **AUTHORIZED SIGNATORY**
MR./MS. .....

_____

DEVELOPER:
M/S. .....
through its **AUTHORIZED SIGNATORY**
MR/MS. .....

_____

WITNESS:-

1. _____

2. _____

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED.(GETCO.),
through its **AUTHORIZED SIGNATORY**
MR./MS. .....

_____

GUJARAT URJA VIKAS NIGAM LIMITED
THROUGH ITS **AUTHORIZED SIGNATORY**
MR./MS. .....

_____

DEVELOPER:
M/S. .....
through its **AUTHORIZED SIGNATORY**
MR/MS. .....

_____

Friday, July 14, 2023 at 17:49:07 India Standard Time

312

Subject: FW: Bank guarantee by RE Developers alwongwith STAGE-II application.
Date: Friday, 14 July 2023 at 5:43:07 PM India Standard Time
From: GERC
To: Wasim Ansari, Sanjay Anada
Attachments: 20230714155639.pdf

GERC

From: VR PATEL <decomm.getco@gebmail.com>
Date: Friday, 14 July 2023 at 5:12 PM
To: GERC <gerc@gercin.org>, GERC <gerc@gercin.org>
Cc: acerc.getco@gebmail.com <acerc.getco@gebmail.com>, 'Y J Gamit' <eerc.getco@gebmail.com>
Subject: Bank guarantee by RE Developers alwongwith STAGE-II application.

To,
The Secretary,
Gujarat Electricity Regulatory Commission
6th Floor, GIFT ONE,
Road 5C, Zone 5, GIFT City,
Gandhinagar - 382355,
Gujarat, India.

Sub: Payment of Petition fees toward, Miscellaneous Petition under Section 17(3) of the Electricity Act, 2003 read with Regulation 21 of the Gujarat Electricity Regulatory Commission, (Licensing of Transmission) Regulations 2005 seeking approval for providing the use of the Petitioner's sub-station land for bids invited by Gujarat Urja Vikas Nigam Limited for setting up of Battery Energy Storage System (BESS) Projects by BESS Developers.

Ref: GERC Letter No. GERC/Legal/2023 1132 dated 12-06-2023

Dear Sir,

GETCO has filled Miscellaneous Petition under Section 17(3) of the Electricity Act, 2003 read with Regulation 21 of the Gujarat Electricity Regulatory Commission, (Licensing of Transmission) Regulations 2005 seeking approval for providing the use of the Petitioner's sub-station land for bids invited by Gujarat Urja Vikas Nigam Limited for setting up of Battery Energy Storage System (BESS) Projects by BESS Developers

GETCO has paid the Rs. 10,000/- to Hon'ble GERC. Hon'ble GERC has vide letter dated 12-06-2023 informed GETCO to pay balance fees Rs.4,90,000/- toward the fees of the petition.

As per the direction of Hon'ble GERC, GETCO has made the payment of Rs. **4,90,0,000** (Four Lac ninety thousand Only) towards payment of Fees payable in accordance with relevant Regulations as **Form I**.

You are requested to kindly apprise the Hon'ble Commission suitably.
Thanking you,

Yours faithfully

Pl. accept the payment of Rs. 4,90 lakhs, subject to verification of fees & charges as per GERC (Fees, Fines & Charges) Regulations, 2005.
14/07/2023
AD(Legal)

AO
15/7/23
B+E

Legal
1577

G.E.R.C.
Inward No - 3360
Date : 15 JUL 2023

81

(K J Bhuva)
Addl. Chief Engineer

GETCO

(R&C)

Encl: As above.

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED
Regd Office: Sardar Patel Vidyut Bhavan,
Race Course, VADODARA-390007
(CIN: U40100GJ1999SGC036018)
Phone No.(0265) 2353086 (D)/Fax No.(0265) 2337918/2338164
Web site: www.getcogujarat.com- Email:acerc.getco@gebmail.com

Azadi Ka Amrit Mahotsav

GETCO/ R & C/ 2110 **Date:** 12.07.2023

SPEED POST

To,
The Secretary,
Gujarat Electricity Regulatory Commission
6th Floor, GIFT ONE,
Road 5C, Zone 5, GIFT City,
Gandhinagar - 382355,
Gujarat, India.

2238/2023

Sub: Payment of Petition fees toward, Miscellaneous Petition under Section 17(3) of the Electricity Act, 2003 read with Regulation 21 of the Gujarat Electricity Regulatory Commission, (Licensing of Transmission) Regulations 2005 seeking approval for providing the use of the Petitioner's sub-station land for bids invited by Gujarat Urja Vikas Nigam Limited for setting up of Battery Energy Storage System (BESS) Projects by BESS Developers.

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You are requested to kindly apprise the Hon'ble Commission suitably.

Thanking you,

Yours faithfully

(K J Bhuva)
Addl. Chief Engineer (R&C)
GETCO

Encl: As above.

Legal

G.E.R.C.
Inward No. - 3515
Date : 24 JUL 2023

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Form I in line with Gujarat Electricity Regulatory Commission (Fees, Fines and Charges) (First Amendment) Regulations, 2015

Sr. No.	Particulars	Details
1	Name of the Petitioner / Applicant	Gujarat Energy Transmission Corporation Limited (GETCO)
2	Address of the Petitioner / Applicant	Regd. Office: Sardar Patel Vidyut Bhavan, Race Course, VADODARA – 390 007. (CIN: U40100GJ1999SGCO36018)
3	Petition No., If any.	-
4	Subject Matter	Miscellaneous Petition
5	Details of fee remitted: (a) UTR / DD / Cheque No.	UTR No.
	(b) Date of remittance	01-07-2023
	(c) Amount remitted	**4,90,0,000** (Four Lac ninety thousand Only)
	(d) Bank name & Branch	

315

	GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED Sardar Patel Vidyut Bhavan, Race Course, Vadodara-390 007 Phone No.: 0265-2310583-86 (PBX 3901) Fax No.0265-2337918, 2338164 E-Mail : gmfa.getco@gebmail.com Website : www.getcogujarat.com Corporate Identity No. (CIN) : U40100GJ1999SGC036018
Ref.No.	**Payment Advice/** **Date : 01-JUL-23**

To,
GUJARAT ELECTRICITY REGULATORY COMMISSION
GIFT CITY,
GIFT ONE,
GANDHINAGAR,
GANDHINAGAR-380009
GUJARAT

Bank Name	Voucher Number	Cheque Number	Cheque/RTGS Date	Amount
Canara bank	1320449	41343	01-JUL-23	490,000.00

Invoice Number	Invoice Date	Net Amount	Amount	Account Code	Account Description
GERC/480	30-JUN-23	490,000.00	578,200.00	950000.00.761250.000.0000	AS PER O.N. CE(R&C)/480/26.06.2023. BY UTILITY/LICENSEE/DEEMED LICENSEE/PERSON GRANTED EX FROM LICENSEE SUP. NO. 1141.
			-44,100.00	950000.00.469540.000.0000	9% CGST
			-44,100.00	950000.00.469550.000.0000	9% SGST
Total		490,000.00			

Bank Account Name: HO-950000-CAB-CC-LOHANA BILDNG-0343261015237
Name of Division/ Circle: HO

This is system generated statement and does not require signature.

04/03/24

BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION,

GANDHINAGAR

PETITION NO 2238 OF 2023

G.E.R.C.
Inward No.: 1132
Date: 04 MAR 2024

AND IN THE MATTER OF:

Gujarat Energy Transmission Corporation Limited - **PETITIONER**

Adl.Legal)/Excl.(Legal) Put in relevant file. 04/3/2024

VERSUS

Gujarat Urja Vikas Nigam Limited - **RESPONDENT**

ADDITIONAL SUBMISSIONS ON BEHALF OF THE PETITIONER

1. The Petitioner had filed the present Petition for seeking approval for providing the use of the Petitioner's sub-station land for bids invited by Gujarat Urja Vikas Nigam Limited (GUVNL) for setting up of the Battery Energy Storage System (BESS) Projects by BESS Developers in terms of the Guidelines issued by the Ministry of Power under Section 63. The Petitioner has filed an IA for amendment of the Petition. The contents of the Amended Petition are reiterated.

2. It is submitted that the permission is being sought under Electricity Act, 2003 and GERC (Licensing of Transmission) Regulations 2005 in regard to the land being given on use. GETCO has also filed the draft Agreement to be entered into by GETCO which is at Annexure B of the Amended Petition.

3. It is submitted that for the above process, GETCO would identify the land and the substations of the GETCO network where such scheme for BESS projects can be considered. The selection of such land and substation would be done by GETCO after consideration of the availability of land in the substation, the estimation of any expansion envisaged in the future and the requirement of land if any for the same etc. In this regard, GETCO has identified land at present at 400 KV Charal, 220 KV Bhachunda and 400 KV Pachham substations. However GETCO is seeking approval in general for the use of the sub-station land of GETCO for BESS developers selected through the competitive bid initiated by GUVNL.

4. Based on the above, it is submitted that the assets of GETCO that would be utilized for development of BESS Projects is only the surplus land which is not otherwise required for undertaking licensed transmission activities and accordingly the activities of the transmission will not be affected. The use of land of GETCO sub-stations by BESS developer does not in any

manner involve use of functional transmission assets such as transmission towers, transmission lines, the plant, machinery, equipment's and facilities forming part of sub-station activities or any other functional assets related to any operation incidental or ancillary to undertaking inter-state transmission of electricity, in which GETCO has made any significant investment.

5. It is submitted that except for the land, the other infrastructure required by the BESS projects has to be established in any event separately.

6. It is further submitted that the right to use for such BESS is being considered for a period of 12 years and therefore the estimation made by GETCO is considering the said period.

7. Further it is reiterated that there will be no revenues out of the business conducted by utilization of the land for BESS Projects. In the facts and circumstances of the case and as there is no optimum utilization of functional assets involved in the licensed transmission activities and there is only utilization of currently unused land/space in existing sub-station for greater public interest, namely, the charging or the BESS from drawing the power from the grid and injection of the electricity from the BESS to the grid, there is only a token charge of Rs. 1 per plot to be paid by the BESS Developer to GETCO.

8. It is submitted that the sub-station land to be utilized for development of BESS Projects shall not be sold, transferred, or otherwise used for any other purpose. These lands can only be used in a restrictive manner on license basis and that too under the supervision and control of GETCO.

9. In the facts and circumstances mentioned above, the Petitioner, GETCO has approached this Hon'ble Commission for approval of the proposed utilisation of the sub-station land for development of BESS Projects under the scheme envisaged under the Guidelines dated 10.03.2022 issued by the Ministry of Power, Government of India as amended from time to time.

GUJARAT ELECTRICITY TRANSMISSION CORPORATION LIMITED

PETITIONER

PLACE: Vadodara.
DATED: 02-03-2024

Reg. No. 1983
Date: 02/03/2024

My Commission Expires on Dt. 26-Feb-2029
GIRISH N. THAKKAR
NOTARY (Govt. of Gujarat) INDIA

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BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION,

GANDHINAGAR

PETITION NO: 2238 OF 2023

IN THE MATTER OF:

Gujarat Energy Transmission Corporation Limited - PETITIONER

VERSUS

Gujarat Urja Vikas Nigam Limited - RESPONDENT

AFFIDAVIT

I, Ashok Chavda, son/daughter of Dhirubhai Chavda, aged about adult years, resident of Vadodara, 016, do hereby solemnly affirm and state as under:

1. I say that I am Chief Engineer (RSC) in the Petitioner Company and conversant with the facts of the present case and hence competent to swear the present affidavit.

2. I say that the contents of the accompanying Additional Submissions filed by the Petitioner are based on the information available with the Petitioner in the normal course of business and believed by me to be true.

DEPONENT

VERIFICATION

I, the deponent above-named, do hereby verify the contents of the above affidavit to be true to the best of my knowledge, no part of it is false and nothing material has been concealed therefrom.

Verified at Vadodara on this 2nd day of March, 2024.

DEPONENT

Ashok Chavda
Solemnly Affirmed/Declared
Sworn Before me by.....

GIRISH N. THAKKAR
NOTARY (Govt. of Gujarat)

02/03/2024

29/4/24

GUJARAT ELECTRICITY REGULATORY COMMISSION

GANDHINAGAR

Petition No. 2238 Of 2023 and

IA No. 09 of 2024 in petition No. 2238 of 2023.

IN THE MATTER OF:

Miscellaneous Petition under Section 17(3) of the Electricity Act, 2003 read with Regulation 21 of the Gujarat Electricity Regulatory Commission, (Licensing of Transmission) Regulations 2005 seeking approval for providing the use of the Petitioner's sub-station land for bids invited by Gujarat Urja Vikas Nigam Limited for setting up of Battery Energy Storage System (BESS) Projects by BESS Developers.

G.E.R.C.
Inward No.: 2037
Date: 26 APR 2024

AND IN THE MATTER OF:

Gujarat Energy Transmission Corporation Limited
Sardar Patel Vidyut Bhavan ,
Race Course,
Gujarat, Vadodara -390007 - PETITIONER

VERSUS

Gujarat Urja Vikas Nigam Limited
Sardar Patel Vidyut Bhawan,
Race Course Circle, Vadodara- 390007 - RESPONDENT

NOTARY
Name : C. K. SHETH
Area : Vadodara City
Reg.No.NTR/304/U/2009
Expiry Date 16-02-2028
GOVT. OF GUJARAT

In compliance to the instruction passed-on by Hon'ble Commission vide daily order dated 03.04.2024

Petitioner has filed Miscellaneous Petition under Section 17(3) of the Electricity Act, 2003 read with Regulation 21 of the Gujarat Electricity Regulatory Commission, (Licensing of Transmission) Regulations 2005 seeking approval for providing the use of the Petitioner's sub-station land for bids invited by Gujarat Urja Vikas Nigam Limited for setting up of Battery Energy Storage System (BESS) Projects by BESS Developers.

Hon'ble Commission vide daily order passed on 03.04.2024 has directed Petitioner to upload the present Petition and IA with all the relevant documents on its website and invite comments and suggestions from the Stakeholders on the Petition on affidavit within 04-weeks from the date of issue of public notice in two daily Gujarati & one English daily newspapers;

It is humbly submitted that as per the directives of Hon'ble Commission, Petitioner has published public notice in two daily Gujarati Newspaper viz. "Sandesh" & "Gujarat Samachar" on 23.04.2024 and in one daily English Newspaper "Indian Express" on 23.04.2024 for inviting comments / objections / suggestions / views from stakeholders within 04-weeks from the date of issue.

The cutting of the relevant pages of the newspapers dated 23.04.2024 containing the public notice are marked as Annexure and submitted herewith for perusal of the Hon'ble Commission.

It is also submitted that the Petitioner has uploaded the copy of the Petition and IA with relevant documents on its website.

BEFORE THE GUJARAT ELECTRICITY REGULATORY COMMISSION

GANDHINAGAR

Filing No:

Case No: 2238 of 2023 & IA No. 09 of 2024.

IN THE MATTER OF	Miscellaneous Petition under Section 17(3) of the Electricity Act, 2003 read with Regulation 21 of the Gujarat Electricity Regulatory Commission, (Licensing of Transmission) Regulations 2005 seeking approval for providing the use of the Petitioner's sub-station land for bids invited by Gujarat Urja Vikas Nigam Limited for setting up of Battery Energy Storage System (BESS) Projects by BESS Developers.
AND	
IN THE MATTER OF	Gujarat Energy Transmission Corporation Limited, Sardar Patel Vidyut Bhavan, Race Course, Vadodara 390007 PETITIONER

Affidavit

I, Dr. Ashok Kumar J Chavda, son of Mr. Jivrajbhai Chavda, aged 57 years, residing at Vadodara, do hereby solemnly affirm and state as follows:

I. I am the Chief Engineer (R&C) of the Gujarat Energy Transmission Corporation Limited (GETCO), the Petitioner in the above matter and am duly authorized by the said the Petitioner to make this affidavit.

II. I say that the Statements made in the Petition herein above are based on the records maintained in Petitioner Company in the normal course of business and believed by me to be true.

III. I say that the Annexures to the Petition are the true and correct copies.

DEPONENT

VERIFICATION:

Solemnly affirmed at Vadodara on this 24th day of April, 2024 that the contents of the above affidavit are true to my knowledge, no part of it is false and nothing material has been concealed there from.

(DEPONENT)

Regd.No.: 284
Date : 24/4/2024

NOTARY
Name : C. K. SHETH
Area : Vadodara City
Reg.No.NTR/304/L/2000
Expiry Date 16-02-2028
GOVT. OF GUJARAT

Solemnly Affirmed/Declared
Sworn Before me by: Dr. Ashok Kumar J. Chavda Chief Eng. (R&C) GETCO
24/4/2024
C. K. SHETH
NOTARY

Indian Express Newspaper Date: 23-04-2024. 323

Rajnath lauds 'iron-clad' will o soldiers in Siach

PRESS TRUST OF INDIA
LEH, NEW DELHI, APRIL 22

SIACHEN IS India's capital of "courage, grit and determination", Defence Minister Rajnath Singh said on Monday after carrying out an on-the-ground review of the security situation at the world's highest snow-clad battlefield.

Addressing soldiers at a forward post at an altitude of 15,100 ft, Singh lauded the "iron-clad" will of the Indian Army soldiers deployed in the icy cold glacier and said that their bravery will forever be an inspiration for future generations. The defence minister described Siachen as a symbol of India's sovereignty and determination for all of us," he said. The defence minister was accompanied by Chief of the Army Staff Gen Manoj Pande; General Officer Commanding-in-Chief of Northern Command Lt Gen M V Suchindra Kumar and General Officer Commanding of 14 Corps Lt Gen Rashim Bali.

In his remarks, Singh lauded the soldiers for walking on the virtuous path of protecting the motherland with valour and determination in extreme conditions. "We are leading a peaceful life as we have an assurance that our brave soldiers stand steadfast at the borders," he said.

Singh said that the first lamp on Diwali and the "first colour" of Holi should be dedicated to the protectors of the country, similar to the first food offered to deities, priests and gurus.

"Our soldier is no less than any protecting deity," he said.

"In the times to come, when the history of national security is written, the acts of bravery and iron-clad will of our soldiers in the icy cold glacier will be remembered with pride. It will forever be an inspiration for future generations," he said..



Defence Minister Ra Singh during a visit Siachen Base Camp

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denied, and the saffron party making counter claims that the ruling party in the state has shut the doors of investigation by making such statements to "appease its vote bank".

Police investigation suggests that Neha and Fayaz were in a relationship, which the victim's family members have denied and said that the accused was pestering the victim and she had rejected the proposal. Meanwhile, the accused's parents — his father Baba Saheb Subani and mother Mumtaz — said that the duo were in a relationship and demanded "stringent punishment for their son's crime". On Sunday, BJP national president JP Nadda visited the victim's residence and slammed Siddaramaiah for "diluting the case for appeasement politics". Siddaramaiah hit out at the BJP saying that the party was "playing politics over a murder".

Muslim organisations had called for bandh over the killing. Dharwad-based Anjuman-e-Islam president Esmail Tamatgar had said all businessmen from the Muslim community will observe a bandh from 10 am to 3 pm. BJP student wing ABVP held protests in various parts of the city. At a protest in Mysuru, BJP state president B Y Vijayendra condemned the murder and alleged that "after the Congress came to power in the state, there has been anarchy".

PUBLIC NOTICE Form No. URC-2
Advertisement giving notice about registration under Part I of Chapter XXI
[Pursuant to section 374(b) of the companies Act, 2013 and rule 4(1) of the companies (Authorised to Register) Rules, 2014]

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...of Baroda

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED
GETCO
Regd. Office: Sardar Patel Vidyut Bhavan, Race Course, VADODARA – 390 007.
(CIN: U40100GJ1999SGC036018)
Phone No.(0265) 2353086 (D) Fax No.(0265) 2337918/2338164 (GUVNL)
Web site: www.getcogujarat.com-Email: acerc.getco@gebmail.com

PUBLIC NOTICE

Gujarat Energy Transmission Corporation Limited (GETCO) has filed Petition No: 2238 / 2023 along with IA No. 09 of 2024 before Hon'ble Gujarat Electricity Regulatory Commission (GERC) under under Section 17(3) of the Electricity Act, 2003 read with Regulation 21 of the Gujarat Electricity Regulatory Commission, (Licensing of Transmission) Regulations 2005 seeking approval for providing the use of the Petitioner's sub-station land for bids invited by Gujarat Urja Vikas Nigam Limited for setting up of Battery Energy Storage System (BESS) Projects by BESS Developers.

In the matter, Hon'ble GERC vide Order dated 3rd April, 2024 has directed GETCO to issue a public notice inviting comments / suggestions from the stakeholders on the above petition.

The petition filed by GETCO is uploaded on its website www.getcogujarat.com in R&C section.

The stakeholders / objectors may file their objections / suggestions / comments in the petition on affidavit in five copies to The Secretary, Gujarat Electricity Regulatory Commission, 6th Floor, GIFT ONE, Road 5C, Zone 5, Gift City, Gandhinagar - 382 355 with a copy to the petitioner within 4 weeks' time from the date of this public notice.

Date: .....
Chief Engineer (R&C)-GETCO

Rajkot Naga ...Nagarik Sevalay', ...Rajkot. Ph. 2555555
Public Notice
The undersigned being the authorized officer of the Rajkot Nagarik ...

Sandesh Newspaper Date:- 23-04-2024.

ન્યૂઝ
VADODARA
TUESDAY, 23•04

...ો ૪.૩૪ ટકા ઘટ્યો
...ગી બેંકોને માત કરી
...નગી બેંકોએ નેગેટિવ રિટર્ન નોંધાવ્યું

...યો છે, જ્યારે સમયગાળામાં નિફ્ટીમાં ૧.૯૧ ...ેક્સમાં ૪.૩૪ ટકાનો વધારો નોંધાયો છે, જ્યારે ...યો છે. બેન્ચમાર્ક નિફ્ટી બેંક ઇન્ડેક્સ ૧.૪૯ ટકા ઘટ્યો ...ા કરીએ તો આ છે.

...લિક હોલ્ડિંગ (ટકામાં)	લિસ્ટિંગની તારીખ
૩.૬૨	માર્ચ ૧૦, ૨૦૦૦
૧.૭૫	ડિસેમ્બર ૩૦, ૨૦૧૦
૪.૬૧	ઓક્ટોબર ૬, ૨૦૦૩
૬.૬૨	ઓગસ્ટ ૨૧, ૨૦૦૭
૧૩.૫૪	ફેબ્રુઆરી ૮, ૨૦૦૪

...ાયુ બેંકમાં હિસ્સો વેચવો પડશે

રાજ્યભરમાં ૧૩,૬૦૦થી વધુ બૂથ ક્રિટિકલ મથકોની યા
ગુજરાતમાં ૨૭% બૂથસંવેદન
દરેક પર ૪ SRP જવાનો મુ
SRPની કુલ ૧૧૨ પૈકી ૧૦ કંપનીના સશસ્ત્ર જવાનોને ક્રિટિકલ બૂથની સુરક્ષ

| ગાંધીનગર |

ગુજરાતમાં અને દેશભરમાં કુલ મતદાન મથકો પૈકી કેટલા મતદાન મથકો ક્રિટિકલ યાને સંવેદનશીલ છે, તેના આંકડા ચૂંટણી તંત્ર હંમેશા ગુપ્ત રાખે છે. પરંતુ વિશ્વસનીય સૂત્રોના જણાવ્યા મુજબ આ વખતે કુલ ૫૦,૭૮૭ મતદાન મથકો પૈકી ૧૩,૬૦૦ થી વધુ મથકો ક્રિટિકલ તરીકે તારવવામાં આવ્યા છે, જેનું પ્રમાણ કુલ

અગત્યના આંકડા ઊડતી નજરે

વિગત	૨૦૨૪	૨૦૧૯
કુલ મતદાન મથકો	૫૦,૭૮૭	૫૧,૮૫
કુલ મતદાન લિસ્ટિંગ્સ	૨૯,૫૬૮	૨૯,૧૫
ક્રિટિકલ મતદાન મથકો	૧૩,૬૧૭(૨૭%)	૧૪,૦૬
ક્રિટિકલ મતદાન લિસ્ટિંગ્સ	૭,૨૮૪(૨૫%)	૭,૦૬૩
કુલ પોલીસ સ્ટાફ	૪૮,૦૪૭	૪૬,૭૯
કુલ હોમગાર્ડસ	૬૪,૦૦૦	૫૪,૮
કુલ SRP જવાનો	૮૦૬૪	૭,૫૨

...એરપોર્ટ પર
...સેથી ૩૪
...નું પકડાયું

...બાદ |

...અભિનેત્રી કીર્તિ ...ર્વે દર્શાવેલી સોનાના ...ા ઓપરેન્ડી પરથી ...ોરોએ મીડલ ઈસ્ટ ...ુ કરવાનું શરૂ કરતા ...ર પર ૪.૫ કિલો રૂ. ...ડ્રસ્ટમે પકડ્યુ છે.

...ા એરપોર્ટ પર ...ના અધિકારીઓએ ...વિદેશથી દાણચોરી ...રે ૪.૫ કિલોગ્રામ ...હતું. પેસેન્જર્સના ...માં સોલિડ પેસ્ટ ...વામાં આવ્યું હતું ...કમાં કપડાંની નીચે ...ા છુપાવાઈ હતી. ...પરપકડ કરાઈ છે.

...કામગીરી

ગુજરાત એનર્જી ટ્રાન્સમિશન કોર્પોરેશન લિમિટેડ (GETCO)
સરદાર પટેલ વિદ્યુત ભવન, રેસકોર્સ વડોદરા-૩૯૦૦૦૭
Azadi ka Amrit Mahotsav
જાહેર સૂચના

ગુજરાત એનર્જી ટ્રાન્સમિશન કોર્પોરેશન લિમિટેડ (GETCO) એ વીજ અધિનિયમ, 2003 ની કલમ 17(3) અને ગુજરાત ઇલેક્ટ્રિસિટી રેગ્યુલેટરી કમિશનના રેગ્યુલેશન 21, (ટ્રાન્સમિશનનું લાઈસન્સિંગ), રેગ્યુલેશન્સ 2005 હેઠળ માનનીય ગુજરાત ઇલેક્ટ્રીસિટી રેગ્યુલેટરી કમિશન (GERC) સમક્ષ પીટીશન નંબર: 2238/2023 સાથે IA નંબર 09 /2024 ફાઈલ કરી છે જેમાં, બેટરી એનર્જી સ્ટોરેજ સિસ્ટમ (BESS) ડેવલપર્સ દ્વારા BESS પ્રોજેક્ટ્સની સ્થાપના માટે ગુજરાત ઊર્જા વિકાસ નિગમ લિમિટેડ દ્વારા આમંત્રિત કરાયેલ બિડ માટે અરજદારો-ની સબ-સ્ટેશનની જમીનનો ઉપયોગ પ્રદાન કરવા માટે માનનીય ગુજરાત ઇલેક્ટ્રિસિટી રેગ્યુલેટરી કમિશન સમક્ષ મંજૂરી આપવા માટે દરખાસ્ત કરેલ છે.

આ સંદર્ભે, નામદાર આયોગ દ્વારા તા:03.04.2024 ના આદેશ દ્વારા જેટકો ને ઉપરોક્ત અરજી પર હિતધારકો પાસેથી ટિપ્પણીઓ / સૂચનો આમંત્રિત કરતી જાહેર સૂચના જારી કરવાનો નિર્દેશ આપ્યો છે.

જેટકો દ્વારા દાખલ કરવામાં આવેલી અરજી તેની વેબસાઈટ www.getcogujarat.com પર R&C વિભાગ માં અપલોડ કરવામાં આવી છે. આથી, અસરકર્તા હિતધારકો / વાંધાદારીઓ એફિડેવિટ પર પાંચ નકલમાં તેમના વાંધા / સૂચનો / ટિપ્પણીઓ સચિવ, ગુજરાત વિદ્યુત નિયમનકારી પંચ, ૬ઠ્ઠો માળ, ગિફ્ટ વન, રોડ ૫સી, ઝોન ૫, ગિફ્ટ સિટી, ગાંધીનગર - ૩૮૨૩૫૫ ને તેમજ એક નકલ જેટકોને આ જાહેર સૂચના ના ૭ અઠવાડીયા અંદર રજુ કરવાની રહેશે.

તા: 23-04-2024
મુખ્ય ઈજનેર (આર એન્ડ સી)-GETCO

જાહેર નોટીસ (ટાઈટલ ક્લીયરન્સ)

મોજે ગામ રામનાથ, તા.જી.વડોદરાની જુની સ.નં.: ૧૨૯, હાલ/ ૭૧૮૩ ચો.મી. ના શેત્રફળ ની ખાતા નં.: ૬૭ તથા રૂા. ૬.૧૨ પૈ. ન... ત્રિપાઠ જમીન (૧) મિસ્ત્રી ચંદુભાઈ છગનભાઈ (૨) મિસ્ત્રી ... મિસ્ત્રી હેજલબેન ચંદુભાઈ (૪) મિસ્ત્રી ચંદુભાઈ છગનભાઈ (૫) મિસ્ત્રી ... રાઠમાલીકી, હસ્તક, ભોગવટાની મિલકત હોવાનું જણાવીને તેઓ આ મિ... વેચાણથી આપવા માંગતા હોઈ તેમણે અમારી પાસેથી આ મિલકત... સર્ટીફીકેટની માંગણી કરેલ છે. જેથી આ જમીન ઉપર કોઈપણ વ્યક્તિ, સ... પ્રકારનો હક્કા-ભાગ, હક્ક-હીસ્સો, હિત-સંબંધ હોય તો તેમણે આ... દિન-૧૦ માં પુરાવાસહ લેખીતમાં અમોને અમારા નીચે જણાવેલ સરના... તેમ કરવામાં નહી આવે તો અગર ધાંયા તથ્ય પગરના હકો તો કોઈનીપ... અગર તે જતી / વેઇવ કરી છે તેવું ગણી ટાઈટલ ક્લીયરન્સ ... તે બાદ કોઈનીપણ કોઈપણ તકરાર ચાલશે નહી તેની સર્વે એ નોંધ લેવી...

ઠે. ૨૦૪, ટાવર-બી, ગ્રીનવીલા
હોસ્પીટલ, ઈ.એસ.આઈ હોસ્પીટલ રોડ,
SBI બેંકની ઉપર, ગોત્રી, વડોદરા.
મો. ૯૬૬૮૦૧૦૧૦૦

વકીલ શલી
(એડવોકેટ-...

Bank of Baroda

મિલકતના હબજાને ...
(સ્થાવર મિ...

(As per Appendix IV read with Rule 8(1) of the Security Interest (En... નીચે સહી કરનારએ સીક્યુરીટાઈઝેશન એન્ડ રીકન્સ્ટ્રક્શન ઓફ ફાઈ... એન્ફોર્સમેન્ટ ઓફ સીક્યુરીટી ઈન્ટરેસ્ટ એક્ટ,૨૦૦૨ તેમજ કલમ 13(... બાંધતા સીક્યુરીટી ઈન્ટરેસ્ટ (એનફોર્સમેન્ટ) રૂલ્સ ૨૦૦૨ મળેલા અધિકારો... અધિકૃત અધિકારીની રૂઈએ નીચે જણાવેલા બાકી દેવાદાર મેસર્સ ... (દેવાદાર) શ્રી કાશીનાથ યોગ (બોરર) અને શ્રી દીપીક યોગ (બોરર) ... ૦૧-૨૦૨૪ પાઠવીને નોટીસ માં બાકી ખાતેદાર સામે દાવેલી રકમ રૂા.... (બાકી નીકળતા) + રૂા.૫૩,૧૩,૪૬૭.૬૫/-(બાવન લાખ ત્રીયાસ... (અમલીજીટલ ચાર્જ) કુલ રૂા.૧૩,૬૩,૧૭,૧૬૮.૫૦/-(રૂપીયા તેર કરો... એકસો અડસઠ અને પચાસ પૈસા પુરા) ૨૧-૦૧-૨૦૨૪ ના રોજ ... પુરવણીની તારીખ સુધીના ચાર્જીસ અને ખર્ચ, આ સૂચના જારી કર્યા... મહત્વની પરત મળવાથી કરવા જણાવ્યું હતું.

Gujarat Samachar Newspaper Date: 23-04-2024.



પાસપરછ બાદ મહારાષ્ટ્ર પોલીસે વડોદરાની ગોરવા પોલીસને | આવી હતી.

મંગળવાર, તા.૨૩ એપ્રિલ, ૨૦૨૪

ધોડિયામાં
હિલા
નમાં
ર, સોમવાર
કુલ ૨૬૬
ઉમેદવારી
યાદી જાહેર
બેઠકમાં
બારડોલી
ની પાંચ
...
પત્રો
ા બેંચાયા
વારો
જાપુર)
(વાયોડિયા)

ગુજરાત સરકારને સોગંદનામું રજૂ કરવા હાઈકોર્ટનો આદેશ

રાજય વકફ ટ્રિબ્યુનલના ત્રીજા જજની નિયુક્તિ મામલે હાઈકોર્ટે ખુલાસો માંગ્યો

અમદાવાદ,સોમવાર

ગુજરાત રાજય વકફ ટ્રિબ્યુનલના ત્રીજા સભ્ય(જજ) તરીકે અનવરહુસૈન મોહમંદરફીક શેખની નિમણૂંક કરવાના રાજય સરકારના વિવાદીત નિર્ણયને પડકારતી બહુ મહત્વની જાહેરહિતની રિટ-અરજીમાં ચીફ જસ્ટિસ સુનિતા અગ્રવાલ અને

અનવરહુસૈન શેખના ગુનાહિત ઈતિહાસ-ભાખતોને લઈ ખુલાસો માંગ્યો છે. વધુમાં, હાઈકોર્ટે ગુજરાત રાજય વકફ ટ્રિબ્યુનલના ત્રીજા સભ્ય(જજ) તરીકે અનવરહુસૈન શેખને દૂર કરવા અરજદારપક્ષ તરફથી ઉઠાવાયેલા મુદ્દાને લઈ રાજય સરકાર અને ટ્રિબ્યુનલના જજ

ધરાવતા નથી. તેમની માત્ર એક જ લાયકાતછે, કે તે શાસક પક્ષ ભાજપના સક્રિય સભ્ય છે. વકફ એકટની કલમ-૮૩ અન્વયે વકફ અને વકફ પ્રોપર્ટીઝના વહીવટ અને જાળવણી માટે બોર્ડ અને ટ્રિબ્યુનલની રચના કરવાની રાજય સરકારને સત્તા છે. ટ્રિબ્યુનલ એ સિવિલ કોર્ટ સમાન જ દરજ્જો ધરાવે છે એને તેની

ગુજરાત એનર્જી ટ્રાન્સમિશન કોર્પોરેશન લિમિટેડ (GETCO)

Azadi ka Amrit Mahotsav

સરદાર પટેલ વિદ્યુત ભવન, રેસકોર્સ- વડોદરા-૩૯૦૦૦૭

જાહેર સૂચના

ગુજરાત એનર્જી ટ્રાન્સમિશન કોર્પોરેશન લિમિટેડ (GETCO) એ વીજ અધિનિયમ, 2003 ની કલમ 17(3) અને ગુજરાત ઇલેક્ટ્રિસિટી રેગ્યુલેટરી કમિશનના રેગ્યુલેશન 21, (ટ્રાન્સમિશનનું ઓપનએક્સેસ) રેગ્યુલેશન્સ 2005 હેઠળ માનનીય ગુજરાત ઇલેક્ટ્રીસિટી રેગ્યુલેટરી કમિશન (GERC) સમક્ષ પીટીશન નંબર : 2236/2023 સાથે IA નંબર 09/2024 ફાઇલ કરી છે જેમાં, બેટરી એનર્જી સ્ટોરેજ સિસ્ટમ (BESS) ડેવલપર્સ દ્વારા BESS પ્રોજેક્ટ્સની સ્થાપના માટે ગુજરાત ઊર્જા વિકાસ નિગમ લિમિટેડ દ્વારા આમંત્રિત કરાયેલ બિડ માટે અરજકર્તાની સબ-સ્ટેશનની જમીનનો ઉપયોગ પ્રદાન કરવા માટે માનનીય ગુજરાત ઇલેક્ટ્રિસિટી રેગ્યુલેટરી કમિશન સમક્ષ મંજૂરી આપવા માટે દરખાસ્ત કરેલ છે.

આ સંદર્ભે, નામદાર આયોગ દ્વારા તા: 03/04/2024 ના આદેશ દ્વારા જેટકોને ઉપરોક્ત અરજ પર હિતધારકો પાસેથી ટિપ્પણીઓ / સૂચનો આમંત્રિત કરતી જાહેર સૂચના જારી કરવાનો નિર્દેશ આપ્યો છે.

જેટકો દ્વારા દાખલ કરવામાં આવેલી અરજી તેની વેબસાઇટ www.getcogujarat.com પર R&C વિભાગમાં અપલોડ કરવામાં આવી છે. આથી, અસરકર્તા હિતધારકો / વાંધાદારીઓ એફિડેવિટ પર પોત નકલમાં તેમના વાંધા / સૂચનો / ટિપ્પણીઓ સચિવ, ગુજરાત વિદ્યુત નિયમનકારી પંચ, ૬ઠ્ઠો માળ, ગિફ્ટ વન, રોડ ૫ સી, ઝોન ૫, ગિફ્ટ સિટી, ગાંધીનગર- ૩૮૨૩૫૫ ને તેમજ એક નકલ જેટકોને આ જાહેર સૂચનાના 4 અઠવાડીયા અંદર રજુ કરવાની રહેશે.

તા : ૨૩/૪/૨૦૨૪ મુખ્ય ઇજનેર (આર એન્ડ સી)- GETCO

ચતુર્થ વાર્ષિક પુણ્યતિથિએ શ્રદ્ધાંજલી

જાતસ્ય હિ ધ્રુવો મૃત્યુધ્રુવં જન્મ મૃતસ્ય ચ ।
તસ્માદપરિહાર્યેઽર્થે ન ત્વં શોચિતુ મર્હસિ ।।

આપની પવિત્ર અને પ્રેમાળ સ્મરણ, પરોપકારી વૃત્તિ, હુંફાળ વાત્સલ્ય પ્રેમ, આપના ઉચ્ચ સંસ્કારો અમારા સૌ માટે પ્રેરણાદાયક રહેશે ! પરમ કૃપાળુ શ્રી સ્વામિનારાયણ ભગવાન આપના દિવ્ય આત્માને શાંતિ અર્પે એજ પ્રાર્થના...

સ્વ. અર્પિતાબેન સુબોધભાઈ પટેલ
નિલન સુબોધભાઈ પટેલ - કૃપા નિલન પટેલ
હિમા નિલન પટેલ
હર્ષ સુબોધભાઈ પટેલ
તથા સમસ્ત ઝાંઝક પરિવાર

હાર્દિક શ્રધ્ધાંજલી

સદ્ગાર્યો તમારી શોભા હતી,
સજ્જનતા તમારી સુવાસ હતી,

દક્ષિણ ગુજરાત વીજ કંપની લિમિટેડ

Rajnath lauds 'iron-clad' will of soldiers in Siachen

PRESS TRUST OF INDIA
LEH NEWS LINE APRIL 22

SIACHEN: Siachen, India's capital of "courage grit and determination", Defence Minister Rajnath Singh said on Monday after carrying out an on-the-ground review of the security situation of the world's highest snow-clad battlefield.

Addressing soldiers in a forward post at an altitude of 15,100 ft, Singh lauded the "iron-clad" will of the Indian Army soldiers deployed in the icy-cold glacier and said that their bravery will forever be an inspiration for future generations. The defence minister underscored the soldiers' sacrifices in asserting India's sovereignty and determination. He said that while Delhi is India's national capital, Mumbai is the financial capital and Bengaluru is the technology capital, Siachen is the "capital of courage grit and determination".

The Siachen glacier in the Karakoram range is known as the highest militarised zone in the world where the soldiers have to battle hostile terrain and frigid weather.

Singh's visit to Siachen came over a week after the Indian Army marked the 40th year of its presence in the strategically key region following the "Operation Meghdoot". The defence minister delivered the operation, which was launched by the Indian Army in Siachen on April 13, 1984, as a golden chapter of the country's military history. "The success of Operation Meghdoot is a matter of pride for all of us," he said. The defence minister was accompanied by Chief of the Army Staff Gen Manoj Pande, General Officer Commanding-in-Chief of Northern Command Lt Gen M V Suchindra Kumar and General Officer Commanding of 14 Corps Lt Gen Rakesh Bali.

In his remarks, Singh lauded Gen Pande's unwavering and strenuous path of protecting the motherland with valour and resolution even in extreme conditions. "We are leading a peaceful life as we have an assurance that our brave soldiers stand steadfast at the borders," he said.

Singh said that the first lamp on Diwali and the "first colour" on Holi should be dedicated to the gallant soldiers of the country, similar to the first ball to bowl in cricket, prime and game.

"Our soldier is not the enemy property, they," he said.

"In the times to come, when the history of national security is written, the acts of bravery and iron-clad will of our soldiers in the icy cold glacier will be remembered with pride. It will forever be an inspiration for future generations," he said.



Defence Minister Rajnath Singh during a visit to Siachen Base Camp in Ladakh on Monday. PTI

CID to probe college student murder, says Karnataka CM

EXPRESS NEWS SERVICE
BENGALURU, APRIL 22

THE KARNATAKA government on Monday handed over the investigation into the murder of Congress corporator's daughter Neha Hiremath on a college campus to the Criminal Investigation Department (CID) amid protests by BJP and Muslim outfits observing bandh while the partners have demanded "stringent punishment" for them and the accused in the case.

Karnataka Chief Minister Siddaramaiah told reporters in Shivamogga that the investigation into the "Hubballi incident will be handed over to the CID. We will form a special court to ensure a charge sheet is filed and trial of the case is concluded in a time-bound manner."

Neha, 23, the daughter of Congress corporator of Hubballi-Dharwad Municipal Corporation Niranjan Hiremath, was a first-year Masters student at BVB College Hubballi. She was stabbed to death on April 18 allegedly by former classmate Fayaz Khodanaik for rejecting his advances.

The incident on the college campus has given ammunition to the BJP to corner Congress ahead of the Lok Sabha polls, alleging deterioration of law and order situation in the state.



Dharwad-based Anjuman-e-Islam during a protest against the murder of Neha Hiremath. ANI

The incident on the college campus has given ammunition to the BJP to corner Congress ahead of the Lok Sabha polls, alleging deterioration of law and order situation in the state.

Soon after the murder, BJP leaders in Karnataka termed it a case of "love jihad", which the Congress denied, and the saffron party making counter claims that the struggle is in the water has shifted the onus of investigation by making such statements to "appease its vote bank".

Police investigation suggests that the Neha and Fayaz were in a relationship, which the victim's family members have denied and said that the accused was pressuring the women student to reverted the proposal. Meanwhile, the accused's parents — his father Kasa Nabisab Ishtam and mother Mumtaz — said that the duo were in a relationship and demanded "stringent punishment for their son's crime". On Sunday, BJP national president JP Nadda visited the victim's residence and slammed Siddaramaiah for "blaming the case for appeasement politics". Siddaramaiah hit out at the BJP saying that the party was "playing politics over a murder".

Muslim organisations had called for bandh over the killing. Dharwad-based Anjuman-e-Islam president Ismail Tamatgar said said all businessmen from the Muslim community will observe a bandh from 10 am to 1 pm. BJP workers wing ABVP held protests at various parts of the city. At a protest in Mysuru, BJP state president BY Vijayendra condemned the murder and alleged that "after the Congress came to power in the state, there has been anarchy".

PAUSHAK LIMITED
CIN: L31300GJ1973PLC043658
Regd. Office Address: Akshar Road, Mumbai - 390 003
Website: www.paushak.com | Email: investors@paushak.com
Tel: +91 765 65 87000

NOTICE OF LOSS OF SHARE CERTIFICATE(S)

Notice is hereby given that the following Equity Shares (in physical) of the Company have been transferred to Investor Education and Protection Fund (IEPF) Authority and the Dividend on/with respect to these Equity Shares as well as Shares arising out of the Corporate Benefits thereon (IEPF Authority) the registered holder/claimant have applied to the Company for Duplicate of Share and Duplicate Share Certificate (s).

Shareholder's Name and/or Claimant's Name	Folio No. (s)	Certificate No. (s)	Distinctive Nos.	No. of Shares
Vishwanath M Tiwary	V99408	8345	1200898 1700300	100

The Public is hereby advised against purchasing or dealing with these securities in any way. Any person(s) having any claim in respect of the aforesaid Equity Shares should immediately send full details with documentary evidence to the Company's RTA - Link Intime India Private Limited at its office at "Sindhwani" - Shivaji Nagar Society, Behind ABS Tower, Old Padra Road, Vadodara - 390015 or to the Company at its Registered Office mentioned above, so as to reach us within 15 days from the date of publication of this Notice, failing which, the Company will proceed to issue duplicate equity share certificates, without further intimation.

Please note that no claims will be entertained by the Company or the RTA with respect to original Equity Share Certificate subsequent to the issue of duplicate (s) thereof.

For Paushak Limited
Sd/-
Date: 22nd April, 2024 — Nigel Sandhi
Place: Vadodara — Company Secretary

This Notice shall also be available at investor section of the Company's website www.paushak.com and Corporate Announcement Section of Stock Exchange's website www.bseindia.com

Revised Timings of Vadodara-Sealdah Special train

The timings of 03110 Vadodara-Sealdah Special train at all stations throughout route have been revised. The revised timings are as under:

STATIONS	03110 Vadodara-Sealdah		Day
	Arr.	Dep.	
Vadodara	–	19.40	Thu
Godhra Jn.	18.15	18.17	
Ratlam Jn.	20.25	20.40	
Nsta Jn.	00.40	00.45	
Shri Mahaveerji	02.50	02.52	
Agra Fort	04.50	04.55	
Tundla Jn.	05.40	05.45	
Kanpur Central	08.40	08.50	Fri
Mughalsarai Jn.	10.50	10.55	
Pt. Deen Dayal Upadhyaya Jn.	13.15	13.45	
Asansol	15.15	15.20	
Andal	15.19	15.21	

STATIONS	03110 Vadodara-Sealdah		Day
	Arr.	Dep.	
Patna	17.00	17.10	Fri
Howrah Jn.	18.15	18.30	
Howrah	18.40	18.50	
Kiul Jn.	19.15	19.17	
Jasidih	20.05	20.10	
Jasidih	21.08	21.10	
Madhupur	21.25	21.27	
Chittaranjan	22.03	22.05	
Asansol	22.40	22.45	
Durgapur	23.15	23.17	Sat
Bandhaman	00.12	00.14	
via Dankuni			
Sealdah	01.30	–	

All prior instructions will remain same.

Chief Passenger Transportation Manager
EASTERN RAILWAY

E- Servis - Invest in Future & Tax Eligible Bonds

(Contains - Notice for Non-Applicability of Section 194Q for AMC expenses)

POSSESSION NOTICE

Whereas, The Undersigned being the Authorized Officer of the Bank of Baroda under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and in exercise of Powers conferred under Section 13(12) read with Rule-8 the Security Interest (Enforcement) Rules, 2002, issued a Demand Notice Dated 19-08-2023 (Published in 02 Newspapers on 20-08-2023) calling upon the borrower/mortgagor/guarantor M/s. Shree Radha Marketing Prop. Shri Bharatbhai Maheshbhai Acharya, Mortgagor & Guarantor- Smt Kishanbhai Sewaram Nathani to repay the amount mentioned in the notice being Rs.1,72,83,716.61 (Rupees One Crore Seventy-Two Lakh Ninety-Three Thousand Seven Hundred Sixteen and Paise Sixty-One Only) as on 19.08.2023 and interest thereon within 60 days from the date of receipt of the said notice.

The borrower/mortgagor/guarantor having failed to repay the amount, notice is hereby given to the borrower/mortgagor/guarantor and the public in general that the undersigned has taken possession of the property described herein below in exercise of powers conferred on him/her under sub-section (4) of section 13 of the Act read with rule 8 of the Security Interest (Enforcement) Rules, 2002 on this the 21th day of April of the Year 2024.

The borrower in particular and the public in general is hereby cautioned not to deal with the property and any dealings with the property will be subject to the charge of Bank of Baroda for an amount of Rs. 1,72,83,716.61 (Rupees One Crore Seventy-Two Lakh Ninety-Three Thousand Seven Hundred Sixteen and Paise Sixty-One Only) as on 19.08.2023 and interest thereon.

The borrower's attention is invited to provisions of sub-section (8) of section 13 of the Act, in respect of time available, to redeem the secured assets.

DESCRIPTION OF IMMOVABLE PROPERTY

All that part and parcels of land along with a superstructure thereon bearing Sub Plot No. 21 of Revision Sub assessment no 2201 Sq Plot/Plot No. 21 in R.S. No. 65 & 66-A, T.P. No. 11, F.P. No. 295 paiky of City Park Co-Op Housing Society, situated at Old Vadodara, Sub Dist Vadodara, Mouje Soma, constituted present area Ground Floor admi. 80.27 Sq Mtrs + no Floor admi. 103.27 Sq. Mtrs. Total Area 190.42 Sq Mtrs i.e. 2045 Sq Ft Built up area & further construction constructed area, if any in the name of Mr. Kishanbhai Sewaram Nathani. Bounded: East- Part of Plot No. A-21, West- Road, North- Plot No. A-20, South- Road.

Date: 21.04.2024 — Authorised Officer
Place: Vadodara — Bank of Baroda

PUBLIC NOTICE Form No. URC-2

Advertisement giving notice about registration under Part I of Chapter XXI

[Pursuant to section 374(b) of the companies Act, 2013 and rule 4(1) of the companies (Authorised to Register) Rules, 2014]

1. Notice is hereby given that in pursuance of sub-section (2) of section 366 of the Companies Act, 2013, an application has been made to the Registrar at Central Registration Centre, Plot No. G, 7, II, Sector 5, IMT Manesar, District Gurgaon, Haryana-122050 on behalf of AURAVU SERVICES LLP, a Limited Liability Partnership may be registered under Part I of Chapter XXI of the Companies Act 2013, as a Company Limited by Shares.

2. The principal objects of the Company are as follows:-
To carry on the business of civil infrastructure and electrical engineering, contractors, suppliers, of and dealers in electrical and other appliances and articles, wire lines, dry cells, accumulators and distributors, supply electricity for the purpose of light, heat, motive power and for all other purposes to which electrical energy can be employed.

3. A copy of the draft Memorandum and Articles of Association of the proposed Company may be inspected at the office at S F 295, Palm Court Road, Near Krutal Char Rasta, Vadodara-390022, Gujarat.

4. Notice is hereby given that any person objecting to this application may communicate their objection in writing to the Registrar at Registrar at Central Registration Centre, Plot No. R, 7, II, Sector 5, IMT Manesar, District Gurgaon, Haryana-122050, within twenty one days from the date of publication of this notice, with a copy to the Company at its Registered Office.

Dated this 22nd day of April, 2024.

For AURAVU SERVICES LLP
AKSHAY MANAKLAL SHUKLA — NEERA JAGDISH SHUKLA
Designated Partner — Designated Partner
DIN NO. 08208208 — DIN NO. 03211745

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED

GETCO — Regd. Office: Sardar Patel Vidyut Bhavan, Race Course, VADODARA - 390 007. | CIN: U40109GJ1999SGC036018 |
Phone No.(O)(65) 2353366 (O) Fax No. (0265) 2337013/2336164 (GUVNL)
Web site: www.getcogujarat.com | Email: sseregetco@gebmail.com

PUBLIC NOTICE

Gujarat Energy Transmission Corporation Limited (GETCO) has filed Petition No. 2208 / 2023 along with IA No. 39 of 2024 before Hon'ble Gujarat Electricity Regulatory Commission (GERC) under section 17(3) of the Electricity Act, 2003 read with Regulation 21 of the Gujarat Electricity Regulatory Commission, (Licensing of Transmission) Regulations 2005 seeking approval for providing the use of the Petitioner's substation land for bids invited by Gujarat Urja Vikas Nigam Limited for setting up of Battery Energy Storage System (BESS) Projects by SECI Developers.

In the matter, Hon'ble GERC vide Order dated 3rd April, 2024 has directed GETCO to issue a public notice inviting comments / suggestions from the stakeholders on the above petition.

The petition filed by GETCO is uploaded on its website www.getcogujarat.com in R&C section.

The stakeholders / objectors may file their objections / suggestions / comments in the petition on affidavit in five copies to The Secretary, Gujarat Electricity Regulatory Commission, 6th Floor, GIFT ONE, Road 5C, Zone 5, GIFT City, Gandhinagar - 382 355 with a copy to the petitioner within 4 weeks from the date of this public notice.

Date: _____ — Chief Engineer (R&C)-GETCO

Rajkot Nagarik Sahakari Bank Ltd.

H.O. & H.O.: Arvindbhai Maniar Nagarik Sarafgi, 132' Ring Road, Nr. Mangal Circle, Rajkot. Ph. 2650555

Public Notice

The undersigned being the authorised officer of the Rajkot Nagarik Sahakari Bank Ltd., H.O. Rajkot under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (Section 13(2)) and in exercise of powers conferred under the Security Interest (Enforcement) Rules, 2002 issued a demand notice/s to Mugat A.D. Post to the following borrower and the Guarantor/s calling upon them to repay the amount mentioned in the notice/s and interest thereon within 60 days from the date of this notice and it has not been repaid, hence notice is hereby given to the borrower and the Guarantor/s in particular and the public in general that the undersigned has taken possession of the secured assets mentioned in this notice, as per the provisions of above said rules including taking possession of the secured assets being mentioned in this notice, as per the provisions of above said rules.

Sr. No.	Branch Name	Nature of Facility & Loan Account No.	Borrower Name and Address	Guarantor's Name and Address	N.P.A. Date & Interest Rate	Outstanding Amount Rs.	Description of Properties
1	Mavdi Plot Branch	NAGARIK LAGHU UDYOG HOME LOAN (NPA) A/C No. (HEC-4899)	(1) Dave Sudarshan Ramdas, 201 - Ashish Apartment, Gandhinagar Street No. - 3, Ramkrishna, Rajkot - 360002 (Gujarat)	(1) Dave Sudarshan Ramdas, Gangal Heera of Dave Ramdas Vallabhram, 201 - Ashish Apartment, Gandhinagar Street No. - 3, Ramkrishna, Rajkot - 360002 (Gujarat) (2) Parmar Manishbhai Aanandbhai, Quarter No. 1476, Block No. - 2, Anand Nagar, Datrana, Opp. Darasan Temple, Rajkot - 360002 (Gujarat)	(31-03-2017) (N.P.A. @ 20% (13.50%))	(As on 20/03/2024) Principal : 4,69,106-00 Interest : 3,02,041-00 Charges : 1,90,691-00 Total Amount : 13,01,142-00	(1) Immovable Property situated in Rajkot Distt. Sub-Dist. Rajkot, Rajkot City, City Survey Ward No. 10, City Survey No.953 and 954 Gundewadi, Ta Central Plate Land (Wasti) by Yard "Ashirvad Appartment 4" Block No.1 Ground Floor, Flat No. Gun Bha Flat Buck No. Area 84m of Gun Feet Admeasuring Sq. Meter, Sale Deed registered with Sub-Registrar Rajkot, Boundary: East: Open Space, West: Building, North: Gundewadi Road, South: Building, Sale Deed No.10125 Dated 27/12/2012 in the Name of Smt Manisha Pabaribhai Dave. (2) All Stocks of goods, machinery furniture & fixtures, vehicles, computer etc. of the firm / company.
2	Mavdi Plot Branch	NAGARIK LAGHU UDYOG HOME LOAN (NPA) A/C No. (HEC-4911)	(1) Dhaksya Kantaben Khimajibhai, Dhaksh Nagar Street No. 3, Ashok Appartment, Ashok Chowk, Mavdi Rajkot - 360004 (Gujarat) Dhaksya Kantaben Khimajibhai, Asha of Residency, House No. A-1006, Pipaliya (Pal), Veraval, Rajkot - 362266 (Gujarat) Kishnani Mohan Chandrubhai, Devi Sharan, Gurunj Road No.13, Near Ramkrishnan Temple, Rajkot - 360004 (Gujarat)	(1) Dhaksya Dhanjeebhai Khimajibhai, 15 Sq. Meter Plot, Dhaksh Nagar, Ashok Chowk, Mavdi, Rajkot - 360004 (Gujarat) Dhaksya Dhanjeebhai Khimajibhai, Ashok Residency, House No. A-1006, Pipaliya (Pal), Veraval, Rajkot - 362266 (Gujarat) (2) Dhaksya Nitinbhai Khimajibhai, 15 Sq. Meter Plot, Dhaksh Nagar, Ashok Chowk, Mavdi, Rajkot - 360004 (Gujarat) Dhaksya Nitinbhai Khimajibhai, Ashok Residency, House No. A-1006, Pipaliya (Pal), Veraval, Rajkot - 362266 (Gujarat) (3) Pithara Rajan Yogeshbhai, Mukhtiar Appartment, Flat No. 202, Panchpipdiya Main Road, Pipaliya Wadi, City - Sagar Hall, 80 Feet Main Road, Rajkot - 360004 (Gujarat)	(29-03-2024) (N.P.A. @ 21% (13.50%))	(As on 29/03/2024) Principal : 3,36,870-00 Interest : 5,90,634-00 Charges : 10-00 Total Amount : 9,46,781-00	(1) Immovable Property situated in Rajkot District, Sub-Dist. Lodhika, Village Pipaliya Pal Revenue survey no. 192 paiki 2 Three storied commercial cum residential building and all other appurtenant plot area admeasuring 1000 sq. Meter Sale Deed registered with Sub-Registrar Rajkot in the name of Dhaksya Dhanjibhai Khimajibhai & Dhaksya Nitinbhai Khimajibhai. (2) All Stocks of goods, machinery furniture & fixtures, vehicles, computer etc. of the firm / company.
3	Raiya Road Branch	NAGARIK LAGHU UDYOG (NPA) A/C No. (HEC-4919)	(1) Girishbhai Dana Rajanibhai, Plot No. 225, Gundawadi Street No. 12, Near Lunsawada House, Bhojpara Rajkot - 360002 (Gujarat) Girishbhai Dana Rajanibhai, Green City, B/2, Second Floor, Flat No. 202, B/h Aaji Green City, Aaina Road, Rajkot-360005 (Gujarat)	(1) Manek Paresh Bakulbhai, Suraj Nagar, R.M.C Quarter, Behind Nirmal, Nana Nagar, Rajkot - 360005 (Gujarat) Manek Paresh Bakulbhai, Green City, B/2, Second Floor, Flat No. 202, B/h Aaji, Green City, Raiya Road, Rajkot-360005 (Gujarat) (2) Jadeja Indrajitsinh Dilipsinh, Ajitsinh Township, 502, DRP Camp, Near Jamnagar Road, Gondalchowkdi, Rajkot - 360004 (Gujarat)	(29-03-2024) (N.P.A. @ 21% (13.50%))	(As on 29/03/2024) Principal : 2,77,474-00 Interest : 51,756-00 Charges : 10-00 Total Amount : 3,29,240-00	(1) Immovable Property situated in Rajkot Distt. Sub-Dist. Rajkot, Rajkot City Jurisdiction, Village Mouje Raiya Revenue Survey No. 54/2, and Area 4-21 Guntha Non-Agricultural Land Converted into Residential Purpose Single Use Plot No. 1, land admeasuring area approx. 1700.00 Sq. Meter and Construction thereon admeasuring area approx. 1700.00 Sq. Meter with all Rights, Title and Interest of Bhumi City High Rise Residential Building Plot Wing-B Sale Deed registered with Sub-Registrar Rajkot in the name of Girishbhai Dana Rajanibhai. (2) All Stocks of goods, machinery furniture & fixtures, vehicles, computer etc. of the firm / company.
4	Udhyognagar Branch	LAND AND BUILDING LOAN (NPA) A/C No. (HEC-4815)	(1) Tuvar Kavitaben Sanjaybhai, 406, Anand Residency, Block No. 1, Shivpar Main Road, Pipaliya Pal, Taluka - 360311 (Gujarat) Tuvar Kavitaben Sanjaybhai, Block No. A-502, Anand Residency, Off. Shivpar Pipaliya Pal Main Road At. Pipaliya Pal, Tal. Lodhika - 360311 (Gujarat) Tuvar Sanjay Chanabhai, Purusharth Society Street No. 1, Kothariya Main Road, Hanumanvas Marg, Rajkot - 360005 (Gujarat)	(1) Tuvar Kavitaben Sanjaybhai, 406, Anand Residency, Block No. 4, Shivpar Main Road, Pipaliya Pal, Taluka - 360311 (Gujarat) Tuvar Kavitaben Sanjaybhai, Block No. A-502, Anand Residency, Off. Shivpar Pipaliya Pal Main Road At. Pipaliya Pal, Tal. Lodhika - 360311 (Gujarat) Tuvar Kavitaben Sanjaybhai, Purushrth Society Street No. 1, Kothariya Main Road, Hanumanvas Marg, Rajkot - 360005 (Gujarat) (2) Kanaiya Yogeshbhai Kanubhai, Aakash Residency, Block No. C-201-A, At Dhasan, Tal. Lodhika, Rajkot - 360002 (Gujarat) Kanaiya Yogeshbhai Kanubhai, Sumrash Society, Tulsi Gir, Vidyut Road, Gir Somnath, Veraval - 362150 (Gujarat)	(29-03-2024) (N.P.A. @ 21% (13.50%))	(As on 29/03/2024) Principal : 4,35,381-00 Interest : 11,10,040-00 Charges : 21-00 Total Amount : 15,45,442-00	(1) Immovable Property situated in Rajkot District, Sub-Dist. Lodhika, Main Village Pipaliya Pal Revenue Survey No. 191 Paiki Open Space Vi-20 Gunthas and Residential House building construction approved Plan paiki Plot No. 1 to 20 Plot bing land 24531-82 Sq. Mtr. Share of undivided residential Bhumi as "Anand Residency" Type-A residential unit no. 406 No. 15 to 40 in a joint area 11-09 Sq. Mtr.

પીએસયુ બેંકનો ઈન્ડેક્સ ૨૧.૩૫ ટકા વધ્યો, ખાનગી બેંકોનો ૪.૩૪ ટકા ઘટ્યો

૨૦૨૪માં PSU બેંકોએ વળતર આપવામાં ખાનગી બેંકોને માત કરી

પીએસયુ બેંકોએ ૧૧થી લઈ ૪૧ ટકા સુધીનું વળતર આપ્યું જેની તુલનાએ મોટાભાગની ખાનગી બેંકોએ નેગેટિવ રિટર્ન નોંધાવ્યું

અમદાવાદ I

વર્ષ ૨૦૨૪માં ૧૨ એપ્રિલ સુધીના સમયગાળામાં સેન્સેક્સમાં વળતર આપવાની દ્રષ્ટિએ ખાનગી બેંકોની તુલનામાં જાહેર ક્ષેત્રની બેંકોએ જોરદાર પર્ફોર્મન્સ આપ્યું છે. આ સમયગાળામાં જાહેર ક્ષેત્રની બેંકોના ઈન્ડેક્સમાં ૨૧.૩૫ ટકાનો વધારો નોંધાયો છે, જ્યારે ખાનગી બેંકોના ઈન્ડેક્સમાં ૪.૩૪ ટકાનો ઘટાડો નોંધાયો છે. બેન્ચમાર્ક નિફ્ટી બેંકના ઈન્ડેક્સમાં ૧૧ ટકાનો વધારો નોંધાયો છે. જ્યારે નિફ્ટી બેંકના ઈન્ડેક્સમાં ૧.૨૮ ટકાનો ઘટાડો નોંધાયો છે.

પીએસયુ બેંકે આપેલું વળતર (૨૦૨૪માં ૧૬ એપ્રિલ સુધીમાં)

બેંક	વળતર (ટકામાં)
કેનેરા બેંક	૪૧.૧
બેંક ઓફ મહારાષ્ટ્ર	૩૬.૪
પંજાબ એન્ડ સિંધ બેંક	૩૬.૪
યુકો બેંક	૩૫.૬
પંજાબ નેશનલ બેંક	૩૩.૮
યુનિયન બેંક	૩૨.૩
સેન્ટ્રલ બેંક	૨૯.૪
ઈન્ડિયન બેંક	૨૬.૪
બેંક ઓફ બરોડા	૨૬.૬
ઈન્ડિયન બેંક	૨૬.૩
બેંક ઓફ ઈન્ડિયા	૨૫.૬
સેન્ટ્રલ બેંક ઓફ ઈન્ડિયા	૨૫.૨
પીએનબી હાઉસિંગ	૨૪.૬
યુનિયન બેંક	૨૪.૨
કેનેરા બેંક	૨૩.૬
પીએનબી	૨૩.૨
સિટી યુનિયન બેંક	૨૨.૬
ઈન્ડિયન બેંક	૨૨.૨
ઈન્ડિયન ઓવરસીઝ બેંક	૨૧.૬
બેંક ઓફ બરોડા	૨૧.૨
ફેડરલ બેંક	૨૦.૬
કર્ણાટક બેંક	૨૦.૨
આઈડીબીઆઈ બેંક	૧૯.૬
કોટક મહિન્દ્રા બેંક	૧૯.૨
એક્સિસ બેંક	૧૮.૬
આરબીએલ બેંક	૧૮.૨
ઈન્ડસઈન્ડ બેંક	૧૭.૬
એચડીએફસી બેંક	૧૭.૨
આઈસીઆઈસીઆઈ બેંક	૧૬.૬
ફેડરલ બેંક	૧૬.૨

ખાનગી બેંકોએ આપેલું વળતર (૨૦૨૪માં ૧૬ એપ્રિલ સુધીમાં)

બેંક	વળતર (ટકામાં)
કર્ણાટક બેંક	૨૧.૧
કોટક મહિન્દ્રા બેંક	૧૩.૪
ફેડરલ બેંક	૧૦.૨
આરબીએલ બેંક	૮.૬
આઈડીબીઆઈ બેંક	૮.૨
ઈન્ડસઈન્ડ બેંક	૭.૬
એક્સિસ બેંક	૭.૨
આઈસીઆઈસીઆઈ બેંક	૬.૬
એચડીએફસી બેંક	૬.૨
સિટી યુનિયન બેંક	૫.૬
કેનેરા બેંક	૫.૨
ઈન્ડિયન બેંક	૪.૬
ઈન્ડિયન ઓવરસીઝ બેંક	૪.૨

સરકારને પંજાબ પીએસયુ બેંકમાં હિસ્સો વેચવો પડશે

બજારનું નિયમન કરતી સંસ્થા સિક્યોરિટીઝ એન્ડ એક્સચેન્જ બોર્ડ ઓફ ઈન્ડિયા (સેબી)ના નિયમ મુજબ કોઈ પણ કંપનીનું લિસ્ટિંગ થયા તે પછીના ત્રણ વર્ષના સમયગાળામાં આ કંપનીના પબ્લિક શેરહોલ્ડિંગના પ્રમાણને ૨૫ ટકા હોય તે જરૂરિયાત છે. આથી સરકારને આ પગલાં ભરવાં પડશે. સરકાર ટૂંકગાળા તેમજ લાંબાગાળા સુધી પણ પંજાબ એન્ડ સિંધ બેંકમાં ૨૬ ટકાથી વધારે હિસ્સો ન રાખવાની છે. આથી સરકારને આ પગલાં ભરવાં પડશે. - સેબીના બોર્ડ ઓફ ડિરેક્ટર્સ, ફાઈનાન્સ રેગ્યુલેટરિંગ બોર્ડ, બેંક ઓફ મહારાષ્ટ્ર, યુકો બેંક અને પંજાબ એન્ડ સિંધ બેંકના પ્રતિનિધિઓ હાજર રહ્યા હતા. આ બેઠકમાં પ્રસ્તાવ રજૂ કરાયો હતો. સરકારે આ બેઠકમાં જણાવ્યું હતું કે આ પ્રસ્તાવ ૧૫ દિવસમાં અમલમાં મૂકવામાં આવે.

રાજ્યભરમાં ૧૩,૯૦૦ થી વધુ બૂથ ક્રિટિકલ મથકોની યાદીમાં

ગુજરાતમાં ૨૭% બૂથ સંવેદનશીલ દરેક પર ૪ SRP જવાનો મુકાશે

SRPની કુલ ૧૧૨ પૈકી ૧૦ કંપનીના સશસ્ત્ર જવાનોને ક્રિટિકલ બૂથની સુરક્ષાની જવાબદારી સોંપાશે

અમદાવાદ I

ગુજરાતમાં અને દેશભરમાં કુલ મતદાન મથકો પૈકી કેટલા મથકને ક્રિટિકલ અને સંવેદનશીલ છે, તેના આંકડા ચૂંટણી તંત્ર પંચમાં મુજબ રજૂ છે. પરંતુ વિપક્ષોએ મુખ્યત્વે જણાવ્યા મુજબ આ વખતે કુલ ૫૦,૦૨૩ મતદાન મથકો પૈકી ૧૩,૯૦૦ થી વધુ મથકો ક્રિટિકલ તરીકે નોંધવામાં આવ્યા છે. જેનું પ્રમાણ કુલ મથકોના ૨૭ ટકા જેટલું છે. મતદાન મથક અધિકારીના નિયંત્રણમાં રહેલા વધુ વજન ધરાવતા મતદારોનું નામ યાદીમાં નોંધાયું હોય તેવા મતદારોને ક્રિટિકલ મતદારો ગણવામાં આવે છે. ક્રિટિકલ મથકો પર કોઈ પણ પ્રકારની ગેરરીતિ ન થાય તે માટે ૪ SRP જવાનો મુકવામાં આવશે. જ્યારે ૧૦ કંપનીના સશસ્ત્ર જવાનોને ક્રિટિકલ બૂથની સુરક્ષાની જવાબદારી સોંપાશે. ૨૦૧૯ની લોકસભાની ચૂંટણીની તુલનામાં આ વખતે ક્રિટિકલ મથકો ૨૭૬૦ જેટલા વધ્યા છે. જ્યારે, કુલ મતદાન મથકો પણ આ વખે ૧૦૧૪ વધ્યાં છે.

રાજ્યના ક્રિટિકલ બૂથ વર્ષાવાર

વિગત	૨૦૧૯	૨૦૨૪
ક્રિટિકલ મથકો	૧૦,૬૪૦	૧૩,૯૦૦
કુલ મતદાન મથકો	૪૯,૦૦૯	૫૦,૦૨૩
કુલ મતદાન વિધિનસભા	૪૫,૬૮૮	૪૬,૭૬૮
ક્રિટિકલ મતદાન મથકો	૧૩,૬૩૯(૨૯%)	૧૩,૯૬૦(૨૭%)
ક્રિટિકલ મતદાન વિધિનસભા	૯,૪૮૬(૨૧%)	૯,૬૬૩(૨૩%)
કુલ પોલિંગ સ્ટાફ	૨૮,૭૪૩	૨૯,૬૦૦
કુલ ફોજદારો	૬૩,૦૦૦	૭૩,૬૦૦
કુલ SRP જવાનો	૯,૦૬૪	૬,૩૪૦

રાજ્યવ્યાપી આંકડા વિકેતી નજરે

વિગત	૨૦૧૯	૨૦૨૪
કુલ મતદાન મથકો	૫૯,૦૦૯	૫૦,૦૨૩
કુલ મતદાન વિધિનસભા	૪૫,૬૮૮	૪૬,૭૬૮
ક્રિટિકલ મતદાન મથકો	૧૩,૬૩૯(૨૯%)	૧૩,૯૬૦(૨૭%)
ક્રિટિકલ મતદાન વિધિનસભા	૯,૪૮૬(૨૧%)	૯,૬૬૩(૨૩%)
કુલ પોલિંગ સ્ટાફ	૨૮,૭૪૩	૨૯,૬૦૦
કુલ ફોજદારો	૬૩,૦૦૦	૭૩,૬૦૦
કુલ SRP જવાનો	૯,૦૬૪	૬,૩૪૦

વિધિનસભાવાર ૧૪ ટકા જેટલું છે. જ્યારે ૨૦૧૯ની ચૂંટણીમાં ૧૨ ટકા મથકો ક્રિટિકલ હતાં. ક્રિટિકલ મથકો પર ઉભા થતા પ્રશ્નોના ઉકેલ માટે ૧૦ જેટલા ઓબ્ઝર્વરોની નિમણૂક કરવામાં આવશે. જેમાં ૪ જનરલ ઓબ્ઝર્વર, ૩ પોલીસ ઓબ્ઝર્વર અને ૩ ખર્ચ ઓબ્ઝર્વરનો સમાવેશ થાય છે. ક્રિટિકલ મથકો પર વેબકાસ્ટિંગ દ્વારા ચૂંટણી પ્રક્રિયા પર નજર રાખવામાં આવશે. ૧૦૦ ટકા વેબકાસ્ટિંગ ધરાવતા મથકોની સંખ્યા ૧૭૦૦ જેટલી છે. જ્યારે ૨૦૧૯માં આ સંખ્યા ૧૦૦ જેટલી હતી. ક્રિટિકલ મથકો પર ૧૦૦ ટકા વેબકાસ્ટિંગ કરવામાં આવશે. ૨૦૧૯માં ૧૦૦ ટકા વેબકાસ્ટિંગ ધરાવતા મથકોની સંખ્યા ૧૦૦ જેટલી હતી. ક્રિટિકલ મથકો પર ૧૦૦ ટકા વેબકાસ્ટિંગ કરવામાં આવશે. ૨૦૧૯માં ૧૦૦ ટકા વેબકાસ્ટિંગ ધરાવતા મથકોની સંખ્યા ૧૭૦૦ જેટલી હતી. ક્રિટિકલ મથકો પર ૧૦૦ ટકા વેબકાસ્ટિંગ કરવામાં આવશે. ૨૦૧૯માં ૧૦૦ ટકા વેબકાસ્ટિંગ ધરાવતા મથકોની સંખ્યા ૧૭૦૦ જેટલી હતી.

નિષ્ણાતોના મતે સારું વળતર આપવાની ક્ષમતા ધરાવતા ૯ શેર

૧. શ્રીરામ ઈક્વિપ્રાઈવેટ લિ. સીએમપી : ૩,૨૧૩.૮૫ | ટાર્ગેટ પ્રાઈસ : ૩,૯૫૭ | અપસાઈડ : ૨૩.૨% | સ્ટોપલોસ : ૩,૧૮૦ | રિસ્ક ફાઈસ : ૩,૧૫૨ | રિસ્ક/રિટર્ન : ૩%

૨. ટીસીએસ લિ. સીએમપી : ૩,૯૩૨.૭૦ | ટાર્ગેટ પ્રાઈસ : ૪,૫૭૦ | અપસાઈડ : ૧૬.૨% | સ્ટોપલોસ : ૩,૮૫૦ | રિસ્ક ફાઈસ : ૩,૮૧૦ | રિસ્ક/રિટર્ન : ૨.૫%

૩. આઈટીસી લિમિટેડ સીએમપી : ૪૩૩.૩૦ | ટાર્ગેટ પ્રાઈસ : ૪૭૨ | અપસાઈડ : ૮.૯% | સ્ટોપલોસ : ૪૨૬ | રિસ્ક ફાઈસ : ૪૨૦ | રિસ્ક/રિટર્ન : ૧.૪%

૪. એચડીએફસી બેંક સીએમપી : ૧,૬૬૦.૨૫ | ટાર્ગેટ પ્રાઈસ : ૧,૯૨૦ | અપસાઈડ : ૧૫.૬% | સ્ટોપલોસ : ૧,૬૦૦ | રિસ્ક/રિટર્ન : ૨.૫%

૫. આઈસીઆઈસીઆઈ બેંક સીએમપી : ૧,૦૮૩.૨૫ | ટાર્ગેટ પ્રાઈસ : ૧,૨૫૦ | અપસાઈડ : ૧૫.૬% | સ્ટોપલોસ : ૧,૦૩૦ | રિસ્ક/રિટર્ન : ૨.૬%

૬. ઈન્ફોસિસ લિ. સીએમપી : ૧,૪૨૩.૮૦ | ટાર્ગેટ પ્રાઈસ : ૧,૬૫૦ | અપસાઈડ : ૧૬% | સ્ટોપલોસ : ૧,૩૫૦ | રિસ્ક/રિટર્ન : ૨.૫%

૭. ટીસીએસ લિ. સીએમપી : ૩,૯૩૨.૭૦ | ટાર્ગેટ પ્રાઈસ : ૪,૫૭૦ | અપસાઈડ : ૧૬.૨% | સ્ટોપલોસ : ૩,૮૫૦ | રિસ્ક/રિટર્ન : ૨.૫%

૮. ભારત ઈલેક્ટ્રોનિક્સ લિ. સીએમપી : ૨૭૪.૮૫ | ટાર્ગેટ પ્રાઈસ : ૩૨૦ | અપસાઈડ : ૧૬.૫% | સ્ટોપલોસ : ૨૬૫ | રિસ્ક/રિટર્ન : ૩.૩%

૯. ઈન્ડિયન ઓઈલ કોર્પોરેશન સીએમપી : ૧૭૪.૨૫ | ટાર્ગેટ પ્રાઈસ : ૨૦૦ | અપસાઈડ : ૧૪.૯% | સ્ટોપલોસ : ૧૬૫ | રિસ્ક/રિટર્ન : ૩.૩%

સુરતની મહિલાએ હાઈકોર્ટને અરજી કરી

મારી પુત્રી-પશુધનનું અપહરણ થયું છે, પાછા મેળવી આપો

સુરત I

સુરતની એક મહિલા દ્વારા પોતાની સગીર વયની પુત્રી અને બોચાસણ સ્વામિનારાયણ સંપ્રદાયના મુખ્યસ્વામી સામે ગંભીર આક્ષેપો કરવામાં આવ્યા છે. મહિલાએ હાઈકોર્ટમાં કરેલી રિટ અરજીમાં જણાવ્યું છે કે, તેમની પુત્રીનું અપહરણ કરીને તેને બોચાસણ સ્વામિનારાયણ સંસ્થાના મુખ્યસ્વામી પ્રેમસ્વરૂપ સ્વામી અને તેમના સાથીદારો દ્વારા ગોંધી રાખવામાં આવી છે. મહિલાએ અરજીમાં જણાવ્યું છે કે, તેમની પુત્રીને મુખ્યસ્વામી પ્રેમસ્વરૂપ સ્વામીના ઈશારે સાધુઓ દ્વારા ગોંધી રાખવામાં આવી છે. તેમની પુત્રીને ત્યાં ગોંધી રાખવામાં આવી છે તે સ્થળે ૧૦૦ ફૂટ ઊંચી દીવાલ બનાવ

GUJARAT ENERGY TRANSMISSION CORPORATION LIMITED

9001:2015 Certified Company (Corporation Identity No-CIN: U40100GJ1999SGC036018)



PETITIONS

GETCO Petition for True Up of FY 2022-23 and Determination of ARR & Tariff for FY 2024-25

Particulars	Public notice	Petition	Summary	Annual Account
GETCO Petition No 2316 of 2024 for True Up of FY 2022-23 and Determination of ARR & Tariff for FY 2024-25 Under GERC (MYT) Regulations, 2016 and Section 62 of the Electricity Act, 2003	English Gujarati	Petition Formats	English Gujarati	FY-2022-23

GETCO Petitions and GERC Order

GETCO Petition 2307-of-2024

GERC Order 2307-of-2024

IA 09 of 2024 In petition no. 2238 of 2023

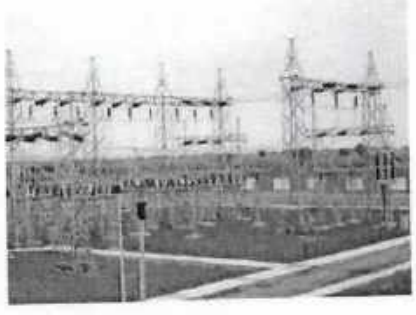
Petition No 2238 of 2023

ONLINE PAYMENT

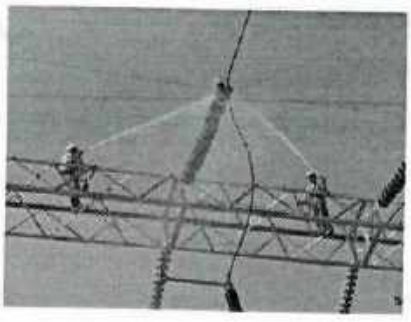
(For Invoice of Transmission Charges, Windfarm, O&M charges, Reactive Charges & ABT)

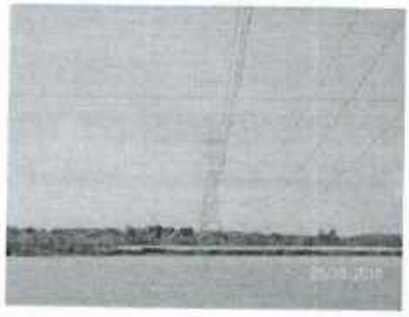
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