

Request for Selection (RfS) Document
For Setting up of
250 MW/1000MWh Standalone Battery Energy Storage
Systems with Additional Green shoe Option of
250 MW/1000 MWh
at Goaltore, Paschim Midnapore,
West Bengal
under
Tariff- Based Competitive Bidding under BOO Model

RfS No. 1484-PO/O/C-VI/3M-05/2025

Dated: 10.10.2025

Issued By:

**Department of Power,
Government of West Bengal**

**On behalf of
West Bengal State Electricity
Distribution Company Limited
(WBSEDCL)**

DISCLAIMER

1. Department of Power, Government of West Bengal shall act as the Bidding Agency and shall be responsible for managing the bid process on behalf of West Bengal State Electricity Distribution Company Limited (“**WBSEDCL**”) for setting up of 250 MW/1000MWh Standalone Battery Energy Storage Systems with Additional Green shoe Option of 250 MW/1000 MWh considered as embedded in WBSEDCL’s distribution network in Goaltore Substation, Paschim Midnapore, West Bengal. The information contained in this RfS document or subsequently provided to Bidder(s), in documentary or any other form by the Department of Power Government of West Bengal is provided to Bidder(s) on the terms and conditions set out in this RfS.
2. 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 Department of Power Government of West Bengal 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).
3. This RfS document has been prepared in good faith, and on best endeavour basis. Neither Department of Power, Government of West Bengal nor its 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. Department of Power, Government of West Bengal (here in referred as “**Bidding Agency**”) reserves the right to modify, amend or supplement this RfS without assigning any reason and without any liability.
5. Bidding Agency reserves the right to reject any or all bids without assigning any reason and without any liability.
6. In case of any discrepancy in the documents uploaded on the websites of Department of Power, WBSEDCL and TCIL Portal, the documents uploaded on the TCIL Portal will prevail.

Place: Kolkata, West Bengal

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BID INFORMATION SHEET

The brief details of the RfS are as under:

(A)	NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB	<p>1. Selection of Battery Energy Storage System Developer with capability of at a time continuous supply at rated capacity of 1000 MWh (250 MW x 4 hrs.) Battery Energy Storage Systems with Additional Green shoe Option of 250 MW/1000 MWh considered as embedded in WBSEDCL's distribution network at Goaltore Substation, P568+RHC, Goaltore, Bandhi, Paschim Midnapore, West Bengal 721128, for "on Demand" usage under Tariff-based Competitive Bidding.</p> <p>2. The Project will be set up under Build, Own, Operate (BOO) model.</p>
(B)	RfS NO. & DATE	1484-PO/O/C-VI/3M-05/2025 & 10.10.2025
(C)	TYPE OF BIDDING SYSTEM	Single Stage Two Envelope
(D)	TYPE OF RfS/ TENDER	Global E-Tender
(E)	COMPLETION/ CONTRACT PERIOD	As mentioned in RfS Document
(F)	DOCUMENT FEE/ COST OF RfS DOCUMENT (NON- REFUNDABLE)	Amount: INR 5 Lakh + 18% GST for total Project capacity quoted by Bidder to be submitted through NEFT/ RTGS transfer in the account of WBSEDCL and a copy of the receipt to be submitted along with the response to RfS.

(G)	DOCUMENT PROCESSING FEE	Amount: INR 2,500/- + 18% GST (Indian Rupees Two Thousand Five Hundred Only) including GST to be submitted through NEFT/RTGS transfer in the account of WBSEDCL and details of the payment to be submitted along with the response to RfS.
(H)	EARNEST MONEY DEPOSIT (EMD)	Amount: INR 2.08 lakh / MWh + 18% GST for 250 MW/1000 MWh to be submitted in the form of Bank Guarantee along with the response to RfS.
(I)	PERFORMANCE BANK GUARANTEE	As per Clause 17 of the RfS document
(J)	DATE, TIME & VENUE OF PRE-BID MEETING	Scheduled on-line as per NIT on TCIL portal
(K)	OFFLINE & ONLINE BID-SUBMISSION DEADLINE	As per NIT on TCIL portal
(L)	TECHNO-COMMERCIAL BID OPENING	As per NIT on TCIL portal
(M)	e-Reverse Auction (e- RA)	Will be informed to the eligible Bidders. Date and time of e-RA shall be intimated through email.
(N)	CONTACT DETAILS OF ISN-ETS PORTAL	Customer Support: +91-124 - 4229071, 4229072 [Between 9:00 am to 6:00 pm IST on all working days] E-mail ID: support@isn-ets.com
(O)	Name, Designation, Address and other details (For Submission of Response to RfS)	Shri Anjan Chakrabarti Special Secretary Department of Power, Govt. of West Bengal Bidyut Unnayan Bhavan 3/C, LA Block, 5th & 6 th Floor, Sector-III, Salt Lake City, Kolkata- 700 106

(Q)	WBSEDCL Bank Details	Bank Name	PUNJAB NATIONAL BANK
		LEI	335800XAI2LVH4RAVP09
		Bank Name	PUNJAB NATIONAL BANK
		Branch	MAYUKH BHAWAN
		Account No.	1096250031639
		IFSC Code	PUNB0109620

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 notices, amendment(s) and clarifications if any, from TCIL Portal (<https://www.tcil-electronictender.com>) and the website of the WBSEDCL (<https://www.wbsedcl.in>) and submit their Bid complete in all respect as per terms & conditions of RfS Document on or before the due date of bid submission.
4. Clarification(s)/ Corrigendum(s) if any shall also be available on the above referred websites.
5. Bidders are requested to remain updated for any notices/amendments/ clarifications etc. to the RfS document through the TCIL Portal (<https://www.tcil-electronictender.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 WBSEDCL website and the details will be available only from TCIL Portal(<https://www.tcil-electronictender.com>)

SECTION 1. INTRODUCTION & INVITATION FOR BIDS

1 Background & Introduction

- 1.1** Department of Power, Govt. of West Bengal is responsible to assess the need for long term perspective planning for generation of power and execution of power projects in the state of West Bengal. Bidding Agency looks after planning and oversees appropriate investments in the West Bengal Power sector, both in the public and private domains, and is also entrusted with the responsibilities of cohesively coordinating and dovetailing the activities of various power generation and distribution utilities in the state. The Bidding agency on behalf of West Bengal State Electricity Distribution Company Limited having its office at Bidyut Unnayan Bhavan 3/C, LA Block, 5th & 6th Floor, Sector-III, Salt Lake City, Kolkata- 700 106 , is inviting bids for selection of the Bidder to whom the contract may be awarded for setting up of 250 MW/1000 MWh standalone Battery Energy Storage System (“BESS”) with Additional Green shoe Option of 250 MW/1000 MWh considered as embedded in WBSEDCL’s distribution network at Goaltore Substation, P568+RHC, Bandhi, Paschim Midnapore, West Bengal 721128 under Tariff-based Competitive Bidding under Build, Own, Operate (BOO) model.
- 1.2** With various global developments in technology and manufacturing, Renewable Energy (RE) has become the most affordable and cheapest source for meeting the energy requirements. Initial capacities have been successfully integrated to the grids so far, but with increasing penetration of RE in the energy mix, further capacity addition is expected to face issues due to variable nature and supply-demand mismatch.
- 1.3** The above aspects rightly point out to the next course of direction of West Bengal’s energy planning methodology integrating Energy Storage Systems (ESS) with existing and upcoming RE capacity in order to optimize generation mix while also better utilizing the transmission infrastructure in the state. The Resource Adequacy Plan for West Bengal projects a significant ramp-up in Battery Energy Storage System (BESS) capacity, from zero at present to 1,590 MW by 2030 and further to 3,219 MW by 2034–35. BESS will play a pivotal role in balancing the grid, mitigating the intermittency of solar and wind power, and ensuring reliable supply during peak demand especially during non-solar hours. According to the Resource Adequacy Report, the state’s total projected storage requirement is 2,990 MW by 2029–30, of which 54% will be met through BESS and 46% through Pumped Storage Plants (PSP). By 2034–35, the requirement is expected to rise to 5,119 MW, with nearly 63% to be fulfilled through BESS and the remaining 37% through PSP.

1.4 WBSEDCL is interested to utilize energy storage systems, on a “On-Demand” basis, suited to their requirements during the peak and off-peak hours. In view of the above, Bidding Agency on behalf of WBSEDCL hereby wishes to invite proposals for setting up of grid connected Standalone Battery Energy Storage Systems (“**BESS**”), for a storage capacity of 1000 MWh (250 MW x 4 hours) with Additional Green shoe Option of 250 MW/1000 MWh With 1 cycle of charging and discharging operation of BESS along at the location specified in Clause 5 of this RfS. WBSEDCL shall enter into a Battery Energy Storage Purchase Agreement (“**BESPA**”) with the Successful Bidder selected based on this RfS, for providing Energy Storage facility to WBSEDCL as per the terms, conditions and provisions of the RfS and BESPA. WBSEDCL reserves the rights at the discretion for allotment / non-allotment of additional capacity of the quoted capacity by successful bidder, of 250 MW /1000 MWh under ‘Green-shoe Option’ is also solely vested with WBSEDCL. WBSEDCL may offer the Greenshoe option to successful bidder, successful bidder needs to accept or reject the Greenshoe option within a time frame to be specified by Bidding Agency and communicate the same to WBSEDCL on letter head of company. For Greenshoe option, successful bidder is required to match the L1 rate discovered after e-reverse auction. Land and Substation’s information for Greenshoe option Capacity will be conveyed by WBSEDCL during signing of acceptance agreement for Greenshoe Option.

1.5 Battery Energy Storage System Developer (hereinafter referred to as “**BESSD**”) selected by Bidding agency on behalf of WBSEDCL 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.

1.6 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 (“**Guidelines**”) until the bid submission deadline for this RfS. Bidding Agency on behalf of WBSEDCL has issued this RfS as defined in the aforementioned Guidelines.

1.7 Viability Gap Funding

Post Competition of Bidding Process and before Commercial operation date, WBSEDCL may inform the BESSD regarding availability of any VGF amount in consultation with Bidding Agency and BESSD shall agree to reduce the winning bid value by INR 0.40 Lakh/MW/month for the purpose of payment during actual delivery of power to WBSEDCL. A supplementary agreement shall be signed to effect this revision.

2 Invitation for Bids

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

2.2 Interested bidders have to necessarily register themselves on the portal TCIL (<https://www.tcil-electronictender.com>) 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 TCIL personnel to complete the registration formalities. Contact details of TCIL personnel is mentioned on the Bid Information Sheet. All required documents and formalities for registering on TCIL Portal are mentioned in the subsequent RfS documents.

Bidders may obtain further information regarding this RfS from Bidding Agency at the address given on the Bid Information Sheet from 10:00 hours to 17:00 hours on all working days.

For proper uploading of the bids on the TCIL 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 TCIL personnel directly, as and when required, for which contact details are also mentioned on the Bid Information Sheet. Bidding Agency in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of the Bidding Documents.

2.3 Bidders should submit their bid proposal complete in all aspect on or before last date and time of Bid Submission mentioned on TCIL Portal (<https://www.tcil-electronictender.com>), and as indicated in the Bid Information Sheet.

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

2.5 RfS documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from TCIL Portal.

Any amendment(s)/corrigendum(s)/clarification(s) with respect to this RfS shall be uploaded on TCIL Portal. The Bidder should regularly check for any Amendment(s)/Corrigendum(s)/Clarification(s) on the above mentioned TCIL Portal.

2.6 Bidding Agency on behalf of WBSEDCL shall conduct e-Reverse Auction (e-RA) as per provisions of RfS documents.

2.7 Bidding Agency on behalf of WBSEDCL reserves the right to cancel/ withdraw/ defer this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

2.8 Bidding Agency on behalf of WBSEDCL may develop a suitable monitoring mechanism, to analyze the performance of the project and carry out random checks to verify compliance of quality standards.

2.9 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 RfS 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 subheadings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

SECTION 2. SPECIAL CONDITIONS OF CONTRACT

3 Scope of Work

- 3.1** Under this RfS, the Battery Energy Storage System Developer ("**BESSD**") shall be required to set up a Battery Energy Storage System (BESS), considered as embedded in WBSEDCL's distribution network with the primary objective of making the energy storage facility available to West Bengal State Electricity Distribution Company Limited (WBSEDCL) for charging/discharging of the BESS, on an "on demand" basis. Detailed scope of work for the BESSD is provided in the Annexure-A of the RfS. Detailed criteria for performance are elaborated in Clause 7 of the RfS.
- 3.2** Setting up of the BESS and interconnection of the BESS with the WBSEDCL network will be under the scope of the BESSD. This RfS is technology agnostic on the nature of battery storage system being opted by the BESSD, as long as it meets the definition of BESS under this RfS and the required performance criteria under the RfS and BESP. A.
- 3.3** Physical security and safety of the site shall be under the scope of BESSD.
- 3.4** Charging and discharging of the system shall be under the scope of WBSEDCL. Scheduling of power for such charging/discharging as well as the obligation of providing charging energy and for absorption of discharged energy shall be under the scope of the WBSEDCL.
- 3.5** The BESSD shall take separate, metered connection for the Auxiliary Power load of BESS from WBSEDCL at its own cost. Bill will be raised by WBSEDCL to the BESSD on monthly basis for payment with respect to auxiliary power.
- 3.6** WBSEDCL may offer the Green shoe option. The BESS shall be charged by drawing power from WBSEDCL Network and inject power to WBSEDCL network in accordance with the dispatch instructions issued by SLDC in consultation with WBSEDCL. WBSEDCL will provide required power for charging BESS considering minimum system efficiency under the agreement.

4 Total capacity offered and Project sizing

- 4.1** Selection of BESS Project for a Capacity of 250 MW/1000 MWh will be carried out through e-bidding followed by e-Reverse Auction process. The unit size/bid size shall be 250 MW/1000 MWh.

- 4.2 The selection of Project Developers will be carried out based on the Project Capacity offered 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 Project Capacity as agreed to in the BESPA.
- 4.3 The size of BESS plant shall be 250 MW/1000 MWh.
- 4.4 WBSEDCL may offer the Green shoe option to the successful bidder. Successful bidder needs to accept or reject the Greenshoe option within a time frame to be specified by Bidding Agency and communicate the same to WBSEDCL on letter head of company. For Greenshoe option, successful bidder required to match L1 rates. Land and Substation’s information for Greenshoe option capacity will be conveyed during signing of acceptance agreement for Greenshoe Option.

5 Project Location

- 5.1 The Project shall be located in land identified within the boundaries of the Goaltore Substation, P568+RHC, Goaltore, Bandhi, Paschim Midnapore, West Bengal 721128. (GPS location- Longitude-22.77496288 N, Latitude-87.1939240 E). Land required for construction of BESS will be provided by WBSEDCL at the above location in as is /where is basis. Land shall be provided through Right-of-Use basis to the BESSD through suitable agreement with WBSEDCL. A site visit may be arranged at the request of prospective bidders in terms of Clause 21 of this RfS.
- 5.2 The above land area will be handed over to the BESSD from Effective Date of the BESPA after signing of Right to Use Agreement in terms of Clause 21.3 of the RfS.
- 5.3 BESSD shall make necessary arrangements for approach roads, balance of plant, power/control cable trench (Cable trench route to be finalized in consultation with WBSEDCL) etc. at the site without hindering the activities of the Goaltore Substation, P568+RHC, Goaltore, Bandhi, Paschim Midnapore, West Bengal 721128. As BESS are prone to fire hazard, the BESSD shall provide suitable means such as fire barriers between switchyard and BESS to ensure adequate safety in terms of **Annexure-A** of this RfS.

6 Connectivity with WBSEDCL Network

- 6.1** The Project should be designed for interconnection with the WBSEDCL Network at 132 kV Bus at Goaltore Substation, P568+RHC, Goaltore, Bandhi, Paschim Midnapore, West Bengal, 721128 in accordance with the prevailing WBERC Regulations, if any, in this regard. For interconnection with the WBSEDCL Network and metering, the BESSD shall abide by all rules and regulations framed under the Electricity Act, 2003 including the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other Regulations/Procedures (as amended from time to time) issued by WBERC and Central Electricity Authority (CEA). Minimum voltage for interconnection at the WBSEDCL Network shall be 132 kV. BESSD shall also comply with the requirements of relevant authority regarding charging and synchronization.
- 6.2** The maintenance of interconnection network with WBSEDCL network shall be responsibility of the BESSD, to be undertaken entirely at its cost and expense. The entire cost of network development including cost of construction of line / Cables, maintenance cost etc. and any other charges from the Project up to and including at the Interconnection Point will be borne by the BESSD.
- 6.3** Metering arrangement of the project shall have to be adhered to in line with relevant Clauses of the BESP. All relevant parameters of energy injected and drawn by the project shall be measured and continuously recorded by means of a main meter, check meter and standby meter as specified by WBSEDCL. Power Quality Meter shall also be provided as per extant regulations. The standards and the specifications of the aforesaid meters shall be as per Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 read with amendments. Note: The methodology for measurement of BESS operating and performance parameters are to be mutually agreed upon.
- 6.4** The scheduling of the power to/from the Project as per the applicable regulation shall be decided by the ALDC WBSEDCL. However, any DSM penalties due to violation of the schedule of charging or discharging of the BESS at BESS end (Ex bus) shall be on account of the BESSD. DSM penalties, if any, shall be levied separately on the BESSD and WBSEDCL as applicable, at their respective ends for the charging and discharging activities at pro rata basis only in case of DSM penalties paid by WBSEDCL due to such deviations.
- 6.5** Reactive power charges shall be on account of the power source/BESSD as applicable, at their respective ends during charging and discharging, as per WBERC Regulations.

- 6.6 The BESSD will be required to apply for connectivity at the identified substation in terms of as per applicable Regulations of WBERC, within 30 days of issuance of LoA, and shall furnish copies of the application, to WBSEDCL within 7 days of submission of such application. In case the BESSD fails to obtain connectivity at the identified substation, the same shall be immediately notified by the BESSD to WBSEDCL. All the requisite costs associated with obtaining connectivity shall be borne by the BESSD.

7 Performance Criteria of the Project

7.1 Project performance parameters

- a. The Contracted Capacity of the Project shall be in terms of “MW” which shall also be referred to the Project Capacity. The Project Capacity shall be referred at the Delivery/ Interconnection Point which is at the 132 KV bus bar end of Goaltore Substation of WBSEDCL. The Project Capacity set up under the RfS/BESPA, shall be 100% off taken by WBSEDCL and there will be no merchant capacity.
- b. For example, for the Project Capacity of 250 MW/ 1000 MWh, the BESPA shall entitle WBSEDCL to schedule discharge up to 1000 MWh of energy at the Delivery Point from the BESS in each cycle, subject to the following:

- i. WBSEDCL 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 as specified in this RfS).

Illustration: For a Project Capacity of 250 MW/1000 MWh, assuming an RtE of 90%, WBSEDCL shall supply charging power to the tune of 1111.1 MWh, BESSD is expected to discharge 1000 MWh power as per WBSEDCL’s desired schedule.

- ii. Minimum energy scheduled for discharge in a given cycle during a year shall be more than or equal to the Minimum Dispatchable Energy Capacity at the End of Year as specified in the Clause 7.1. (e) (iv).

For example, during the 3rd Year after COD, the Minimum energy scheduled during a cycle for discharge from 250 MW/1000 MWh capacity shall be more than or equal to $250 \times 0.925 \times 4 = 925$ MWh.

- iii. Contracted capacity shall be equal to Project Capacity at Delivery Point. WBSEDCL shall provide the charging energy factoring the RtE, as specified in BESPA.

c. Power rating of a 1000 MWh (250 MW x 4 hours) 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 1000 MWh (250 MW x 4 hours) of the system will be the dispatchable capacity at COD of the system, as measured at the Metering Point installed at the Delivery Point. Terms and definitions of terminologies related to BESS shall be as defined in IEC 62933-2-1.

d. The BESSD shall make the BESS available for 1 (one) operational cycle per day, i.e. 1 (One) complete charge-discharge cycle per day. It is hereby clarified that the BESS should be designed to provide a minimum of 4 Hours of discharging capacity at rated power.

Provided that, in a cycle for charging to the rated capacity at rated power, 4 hours is permitted which could be a single stretch of 4 hours or multiple stretches for achieving 100% charging of rated MWh capacity.

Similarly, for discharging, there could be a single stretch of 4 hours or multiple stretches for achieving 100% discharging of rated MWh capacity subject to condition that total scheduled discharge of energy from BESS as demanded by the WBSEDCL shall be limited to RtE % of the energy supplied by the WBSEDCL.

The charging and discharging may also be performed at below the rated power.

It is hereby clarified that the BESS should be designed to provide a minimum of 4 hours of discharging capacity at rated power. However, WBSEDCL, at its sole discretion, can schedule the discharging of the BESS in multiple sessions each day, at rated power or below the rated power.

Similarly, the charging cycle may, if required, be performed in a single session at rated power or in multiple sessions at below rated power, at sole discretion of WBSEDCL.

e. Following provisions shall be applicable on the Project Capacity guaranteed to be off-taken by WBSEDCL:

i. The procurement shall be in power (MW) terms. The BESSD shall install, operate and maintain the BESS to offer facility to the WBSEDCL to charge and discharge the BESS on an “**on demand**” basis. The BESSD shall guarantee a minimum system availability of 95% on monthly basis. The BESSD shall pay the liquidated damages for any shortfall in monthly availability below 95% and shall duly pay such damages to WBSEDCL. 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 WBSEDCL through automated online process, subject to the minimum system ratings specified herein.

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

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

Where,

System Availability in a time-block=

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

Where,

- i refers to the i^{th} time-block during the Month where Scheduled Injection/Drawl $MU_i \neq 0$.
- Actual Injection/Drawl MU_i is the Actual Energy for Charging/Discharging in the i^{th} time block, in MUs
- Scheduled Injection/Drawl MU_i is the Energy Scheduled for Charging/Discharging in the i^{th} time block, in MUs
- A and B shall be as per the measurement at the Main ABT Meter at the Point of Interconnection.

The liquidated damages for system availability below 95% for a specific month shall be settled in the next month and if it is not able to settle in the next month, it will be carried forward for settlement in subsequent month(s).

- iii. The BESSD shall guarantee AC to AC **roundtrip efficiency (RtE) of 90%** of on monthly basis.

System Roundtrip Efficiency =

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

Where,

j refers to the jth month in a year;

$D \neq 0$;

$D \leq 2 \times E_{\text{bess}} \times [\text{MDn-1} - ((\text{MDn-1} - \text{MDn}) \times j/20)] \times \text{Number of days in } j^{\text{th}} \text{ month} / \text{RtEg}$;

E_{bess} refers to Energy Rating specified in Clause 7.1.b. above i.e. 1000 MWh;

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 7.1.e.iv. below);

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

RtE refers to the guaranteed Round-Trip Efficiency under the BESP A and is equal to 90%;

C and D shall be as per the 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 7.1.b. above.
- The BESSD shall apply to WBSEDCL for separate, metered connection for the Auxiliary Power requirement of BESS. Accordingly, WBSEDCL will provide the supply at suitable voltage as per extant guidelines. Bill will be raised to the BESSD on monthly basis for payment.
- The BESSD shall pay WBSEDCL for the Auxiliary Power at the connected load tariff in terms of extant WBERC Regulations.

- iv. Taking into consideration capacity degradation, the minimum dispatchable energy to be made available by the BESSD in any given year shall depend on the capacity degradation as per the table below:

Year	Minimum Dispatchable Capacity at the end of Year (as a % of Capacity at the Beginning of Life/COD)
1	97.5%
2	95.0%
3	92.5%

Year	Minimum Dispatchable Capacity at the end of Year (as a % of Capacity at the Beginning of Life/COD)
4	90.0%
5	87.5%
6	85.0%
7	82.5%
8	80.0%
9	77.5%
10	75.0%
11	72.5%
12- 15	70.0%

Illustration:

Minimum dispatchable capacity during the third year as a % of Capacity at the Beginning of Life/COD) **(A)** = [Minimum dispatchable capacity % at the end of the second year + Minimum dispatchable capacity % at the end of third year]/2 = [95%+92.5%]/2 = 93.75%

Minimum Dispatchable energy during the year **(B)** = 1000 MWh x Number of Cycle scheduled during the year*A%

- 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. WBSEDCL shall, in accordance with Applicable Laws and Regulations thereunder, issue instructions to the BESSD for dispatch of electricity to the Delivery Point 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 number of planned outage period being not more than 34 hours in a two-month period.

For operational purposes, Operational Window may be decided as mutually agreed between the BESSD and the WBSEDCL.

BESSD will have to comply with the Charging and Discharging Schedule as intimated by WBSEDCL through automated online process.

- viii. In addition to above, the BESSD shall also submit Available energy Test Report as per IEC 62933-2-1 on annual basis. The assessment of BESS on annual basis shall be carried out by personnel trained for inspection as per ISO/IEC 17020.
- 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 based on the schedule furnished by WBSEDCL. The BESSD shall adhere to all the technical requirements as brought out in **Annexure-A** of the RfS. The BESS shall conform to all the applicable CEA and CERC Standards for connectivity, metering, communication with the grid operators, etc. It is clarified that subject to the provisions of Clause 8.1.e (vi) above, WBSEDCL shall schedule charging and discharging activities with at least 30 minutes of advance notice to BESSD.

7.2 Shortfall in meeting Performance Criteria

Following provisions shall be applicable on the Project Capacity guaranteed to be off-taken by WBSEDCL:

- a. **Shortfall in demonstrating minimum Monthly Availability**: Subsequent to COD of full Project Capacity, in case the monthly 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 WBSEDCL. Liquidated damages on account of shortfall in meeting the minimum Availability criteria as per Clause 7.1.e.i., will be computed as follows:

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

where,

A is Guaranteed Monthly Availability as per Clause 7.1.e.i. above;

B is Actual Monthly System Availability, as calculated as per Clause 7.1.e.ii. above;

C is BESS Power Capacity in MW;

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

In case the BESSD fails to meet the monthly RtE demonstration as per Clause 7.1.e (iii) above, additional Liquidated Damages for the unavailability of the required minimum RtE shall be applicable for the entire month in terms of Clause 8.2.c below.

However, this damage shall not be applicable in events of Force Majeure identified under the BESPA with WBSSEDCL, affecting the availability of the system.

- b. **Shortfall in meeting minimum dispatchable Energy requirement:** The BESSD is required to meet the annual energy commitment subject to Clause 7.1.e (iv) above. The BESSD shall be liable for Liquidated Damages to the WBSSEDCL, if any, on account of short fall in supply of committed energy on annual basis at the Average Market Clearing Price (MCP) in peak hour (21:00 Hours-24:00 Hours) in Day Ahead Market (DAM) of Power Exchange for corresponding year.

Illustration:

- a) Minimum dispatchable capacity during the third year as a % of Capacity at the Beginning of Life/COD) (A) = [Minimum dispatchable capacity % at the end of the second year + Minimum dispatchable capacity % at the end of third year]/2 = [95%+92.5%]/2 = 93.75%
- b) Minimum Dispatchable energy during the year (B) = 1000 MWh x Number of Cycles scheduled during the year*A%
- c) Actual energy dispatched during the year = C MWh
- d) Shortfall during the year (D) = [B – C] MWh
- e) Average MCP in peak hour (21:00 Hours-24:00 Hours) in Day Ahead Market (DAM) for the year = Rs. E/MWh
- f) Liquidated Damage (F) = Rs. D x E

- c. **Shortfall in meeting Monthly RtE:** 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 at the Average Market Clearing Price (MCP) in peak hour (21:00 Hours-24:00 Hours) in Day Ahead Market (DAM) of Power Exchange for corresponding month for excess conversion losses considering system $RtE = 90\%$ and tariff payment for the corresponding month shall not be made to the BESSD.
 - (b) For $70\% \leq RtE < 90\%$, there shall be a liquidated damage levied at the Average Market Clearing Price (MCP) in peak hour (21:00 Hours-24:00 Hours) in Day Ahead Market (DAM) of Power Exchange for corresponding month per unit of excess conversion losses considering system $RtE = 90\%$.

8 Commissioning of Project

- 8.1** The Commissioning of the Project shall be carried out by the BESSD in line with the procedure as per the RfS/BESPA. WBSEDCL may authorize any individual or committee or organization to witness and validate the commissioning procedure on site. commissioning acceptance certificates shall be issued by WBSEDCL after successful commissioning. The BESSD shall obtain necessary safety clearances from the Central Electricity Authority/CEIG and any other agency, if applicable, prior to commissioning of the Project.

8.2 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 WBSEDCL subject to the condition that minimum part commissioning capacity for the first part will be 50% of the total awarded capacity. The maximum number of instalments in which this Project can be commissioned will not be more than 2, i.e., first initial instalment of 125MW (500 MWh) and one subsequent instalment of 125MW (500 MWh). Thus, Unit-1 of 125 MW shall be commissioned within 4.5 (four month and fifteen days) months from the date of Financial Closure, and Unit-2 of 125 MW shall be commissioned within subsequent 4.5 (four month and fifteen days) months from Unit 1.

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 as per Clause 19.2 of the RfS.

In case of part-commissioning, payments as per the BESPA shall 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 WBSEDCL. In case WBSEDCL is not interested to consider procurement of the part capacity till commissioning, the BESSD shall be allowed to sell part commissioned capacity in the open market till SCD.

8.3 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 for 250 MW/1000 MWh from the Effective Date of BESPA (for e.g. if Effective Date of the BESPA is 05.11.2025, then SCD shall be 05.05.2027 for 250 MW/1000 MWh).
- b. For the Project Capacity of 250 MW, maximum number of instalments in which this Project can be commissioned will not be more than 2, i.e., first initial instalment of 125MW (500 MWh) and one subsequent instalment of 125MW (500 MWh). Thus, Unit-1 of 125 MW shall be commissioned within 4.5 (four month and fifteen days) months from date of Financial Closure, and Unit-2 of 125 MW shall be commissioned within subsequent 4.5 (four month and fifteen days) months from Unit 1.
- c. The maximum time period allowed for commissioning of the full Project Capacity with applicable liquidated damages, shall be limited to the date as on 6 months from the SCD or the extended SCD (if applicable). In case of part commissioning, the installation of subsequent units by the same bidder shall be permitted within 6 months from the commissioning of the first unit, without application of liquidated damages, provided the full Project Capacity is commissioned within the overall stipulated timeline. However, in such cases, the installation of the second unit shall be completed within 4.5 (four month and fifteen days) months from the commissioning of the first unit.
- d. In case of delay in commissioning of the Project beyond the SCD until the date as per Clause 8.3.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 125 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: $\text{PBG amount} \times (125/250) \times (18/180)$. of the liquidated damages, 'month' shall be considered consisting of 30 days.
- e. 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 WBSEDCL. The BESSD shall intimate to WBSEDCL, its chosen alternative out of the two options, within 3 business days of intimation of the liquidated damages to the Developer, as calculated by WBSEDCL. In case no response is received from the BESSD until the lapse of the above deadline, WBSEDCL shall encash the PBG for the amount as per the liquidated damages. In case the BESSD chooses to make necessary payments in lieu of the liquidated damages, the said payment shall be credited to WBSEDCL'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 WBSEDCL on the next business day.

- f. In case Commissioning of the Project is delayed beyond the date as per Clause 8.3.b above, the BESPA capacity shall stand reduced/amended to the Project Capacity commissioned and the BESPA for the balance capacity will stand terminated and shall be reduced from the selected Project Capacity.
- g. It is clarified that for the purpose of commissioning, the Project Capacity shall refer to the rated capacity of the Energy Storage System as declared by the BESSD in the BESPA. Any reduction in the Project Capacity on account of Clause 8.3.e. above, will have no bearing on the obligation of the BESSD to provide the Contracted Capacity as per the BESPA.
- h. In case of delay in commissioning of Project due to reasons beyond the reasonable control of the BESSD, WBSEDCL may extend the SCD after examining the issue on a case- to-case basis.

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

Subsequent to grant of connectivity, in case there is a delay beyond SCD of the Project, 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 6 above,
- ii. The BESSD has adhered to the applicable Regulations/Procedures in this regard as notified by the SERC/STU, and
- iii. The delay in grant of connectivity by the STU and/or delay in readiness of the STU

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 in such case no LD shall be imposed. 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 the STU.

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

In case of delay in Project commissioning on account of reasons solely attributable to the BESSD, resulting in any liquidated damages/penalty levied on the Buying Entity under the GNA Regulations, such damages/penalty shall be passed on to and payable by the BESSD.

10 Early Commissioning

BESSD shall be permitted to undertake full or part commissioning of the Project prior to the Scheduled Commissioning Date (SCD), at its sole risk and cost. In such cases, WBSEDCL may, at its sole discretion, agree to schedule and offtake capacity from the early commissioned portion of the Project, at the BESPA tariff applicable for the Project Capacity.

Notwithstanding such early offtake, the Contract Period under the BESPA shall commence only from the SCD. The BESSD shall submit a written notice to WBSEDCL at least thirty (30) days prior to the intended date of early commissioning of full or part capacity. WBSEDCL shall communicate its decision regarding acceptance of such capacity for scheduling and offtake within fifteen (15) days from the date of receipt of such notice. In the absence of any response from WBSEDCL within the stipulated period, such non-response shall be deemed as refusal to offtake the early commissioned capacity.

In case WBSEDCL does not agree to offtake the early commissioned capacity, the BESSD shall be permitted to sell the capacity, to the extent not accepted by WBSEDCL, in the power exchanges or through bilateral arrangements until the earlier of (i) the Scheduled Commissioning Date or (ii) the date of commencement of offtake of BESS capacity by WBSEDCL, as formally notified by WBSEDCL. In such cases, WBSEDCL shall not be responsible for providing charging power for the capacity sold to third parties.

In case WBSEDCL consents to offtake the early commissioned capacity, it shall be accorded priority in scheduling and dispatch of such capacity.

Irrespective of whether the early commissioned capacity is sold to third parties or otherwise, the BESSD shall ensure that one hundred percent (100%) of the Project Capacity is available and dispatchable as on the SCD, and at the end of every Contract Year, in accordance with the RfS. Further, at the time WBSEDCL commences offtake of capacity from the Project, the BESSD shall be required to re-demonstrate one hundred percent (100%) of the Project Capacity to WBSEDCL, as per the Commissioning Procedure. Any augmentation required to meet this requirement shall be undertaken by the BESSD at its own cost and responsibility.

SECTION 3. STANDARD CONDITIONS OF CONTRACT

11 Obtaining RfS Documents

Interested Bidders shall have to download the official copy of RfS & other documents after login into the TCIL Portal by using the Login ID and Password provided by TCIL Portal during registration (**Refer "ETS Instruction to the bidder" document uploaded in the TCIL portal**). The Bidder shall be eligible to submit/ upload the bid documents only after logging into the TCIL Portal and downloading the official copy of RfS.

12 Cost of Documents and 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 WBSEDCL are available in the Bid Information Sheet. Upon making the necessary payments, the prospective Bidders shall immediately write to Bidding Agency mailing to adlsecy.power@wb.gov.in, providing the payment details along with name and registered address of the Bidder (with GSTIN of the paying entity), to enable seamless issuance of payment invoices for taxation purpose. WBSEDCL will not be liable for any delay in issuing necessary invoices in this regard

Bids submitted without cost RfS document and/or Bid Processing Fee and/or Bank Guarantee/Payment on Order Instrument against Earnest Money Deposit (EMD) (including partial submission of any one of the respective amounts), may be liable for rejection by Bidding Agency on behalf of WBSEDCL

13 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 with 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 Project to be selected under this scheme provide for deployment of Battery Energy Storage Technology. However, the selection of Project would be technology agnostic within the above segment.

14 Connectivity with the Grid

Please refer Clause 6 of the RfS.

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

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

- a) No Objection (NOC)/Environmental clearance (if applicable) for the Project
- b) Approval for water from the concerned authority required for the Project
- c) Necessary approval(s) of CEIG/SEIG
- d) Any other clearances as may be legally required, in order to establish and operate the Project

The above clearances, as applicable for the Project, will be required to be submitted to WBSEDCL prior to commissioning of the Project. In case of any of the clearances not applicable for the said Project, the BESSD shall submit an undertaking in this regard, and it shall be deemed that the BESSD has obtain 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 relevant authorities in line with the provisions of the applicable policies/regulations of the state of West Bengal. It shall be the responsibility of the BESSD to remain updated about the applicable charges payable to such authority under the respective 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 BESP, 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.

16 Bank Guarantee against Earnest Money Deposit (EMD) Payment on Order Instrument (POI) against Earnest Money Deposit (EMD)/ Insurance Surety Bond against Earnest Money Deposit (EMD)

16.1 Earnest Money Deposit (EMD) of INR 2.08 Lakhs / MWh for 250 MW/1000 MWh in the form of Bank Guarantee according to Format 7.3A and valid for 12 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes. Electronic Bank Guarantee (e-BG) is also acceptable against EMD under this RfS.

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

The EMD shall be valid as per the timelines stipulated above. 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.

16.3 WBSEDCL in consultation with the Bidding Agency 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 WBSEDCL in terms of the guarantee as in the case of appropriation of the cash deposit lying with WBSEDCL.

16.4 For unsuccessful Bidder(s), WBSEDCL shall release the EMD within 45 (forty-five) days of the date of issue of LoA to Selected Bidder. The Bank Guarantees towards EMD of the Successful Bidder shall be released subsequent to submission of PBG by them to WBSEDCL as per Clause 17 the RfS.

16.5 The Bank Guarantees have to be executed on non-judicial stamp paper. All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidder

16.6 Forfeiture of EMD:

The BG towards EMD shall be encashed by WBSEDCL with due intimation to Bidding agency 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, WBSEDCL offers to execute the BESPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 24 of the RfS or does not execute the BESPA within the stipulated time period;
- c. If after issuance of LoA, it is found that the documents furnished by the bidders as part of response to RfS are misleading or misrepresented in any way;
- d. If the bidder fails to furnish required PBG/POI in accordance with Clause 17 of the RfS

16.7 Payment on Order Instrument (POI):

As an alternative to submission of EMD as above, the Bidder also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development Agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as “Payment on Order Instrument” (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by WBSEDCL within the provisions of RfS/BESPA. This instrument would have to be furnished as per Format 7.3 (B) of the RfS, within the timelines as per Clause 16.1 above, for the amount and validity period as per those Clause 16.1 above. The term “Bank Guarantee (BG) towards/ against EMD” occurring in the RfS shall be read as “Bank Guarantee (BG)/ Payment on Order Instrument (POI) towards/ against EMD”.

16.8 Insurance Surety Bond against Earnest Money Deposit (EMD): As an alternative to submission of EMD as above, the bidder also has an option to submit Insurance Surety Bond from an Insurer as per the guidelines issued by the Insurance Regulatory and Development Authority of India (IRDAI). The Surety Bond issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by WBSEDCL within the provisions of RfS/PPA. This instrument would be furnished as per Format 7.3 (C) of the RfS, within the timelines as per Clause 16.1 above, for the amount and validity period as per Clause 16.1 above. The term “Bank Guarantee (BG) towards/ against EMD” occurring in the RfS shall be read as “Bank Guarantee (BG)/ Payment on Order Instrument (POI)/ Insurance Surety Bond towards/ against EMD”.

17 Performance Bank Guarantee (PBG) / Payment on Order Instrument (POI)/ Insurance Surety Bond (ISB).

17.1 Bidders selected by Bidding agency on behalf of WBSEDCL based on this RfS shall submit Performance Bank Guarantee (PBG) for a value @ INR 5.2 Lakhs per MWh corresponding to 250 MW/1000 MWh, at least seven (7) working days prior to signing of BESPA. It may be noted that successful Bidder shall submit the PBG according to the Format 7.3C with a validity period upto (& including) the date as on 15 months after the COD 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 WBSEDCL to the successful Bidder. It may be noted that BESPA will be signed only upon successful verification of the PBG submitted by the Successful Bidder. Electronic Bank Guarantee (e-BG) is also acceptable against PBG under this RfS. Prior to signing of BESPA, in case of any shortfall in validity of the PBG, the same will be acceptable, subject to the condition that the PBG validity is enhanced by the Successful Bidder prior to expiry of validity of the PBG.

17.2 The PBG is 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.

17.3 BESSD shall furnish the PBG from any of the Scheduled Commercial Banks as listed on the website of RBI and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or SBI. In case of the Project being implemented

through an SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in Clause 35.3 of the RfS.

- 17.4** The format of the Bank Guarantees prescribed in the Format 7.3 A (EMD) and 7.3 C (PBG) shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/ PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding BESPA shall not be signed.
- 17.5** WBSEDCL in consultation with the Bidding agency 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 WBSEDCL in terms of the guarantee as in the case of appropriation of the cash deposit lying with WBSEDCL.
- 17.6** The selected Bidder for the Project selected based on this RfS is required to sign BESPA with WBSEDCL within the timeline as stipulated in Clause 19 of the RfS. In case, WBSEDCL offers to execute the BESPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 19 of the RfS, or does not execute the BESPA within the stipulated time period, then the Bank Guarantee equivalent to the amount of the EMD shall be encashed by WBSEDCL from the Bank Guarantee available with WBSEDCL (i.e. EMD or PBG) as penalty, the selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect. It is further clarified that the penalties are genuine pre-estimate and Bidder/BESSD agrees that in case of invocation of BG, WBSEDCL is under no obligation to produce any estimate of loss in this regard.
- 17.7** 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.
- 17.8** All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders. Any Bank Guarantee or amendment to be submitted as part of the bidding process / contract execution, shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS to Punjab National Bank, Client Name: WBSEDCL and a confirmation in this regard is received by WBSEDCL.
- 17.9** In case of Bank Guarantees issued by foreign branch of a Scheduled Commercial Bank, the same is to be endorsed by the Indian branch of the same bank or SBI, and the endorsing bank would be required to provide the SFMS confirmation.

17.10 The PBG shall be returned to the BESSD within 45 days from the COD of the Project, after taking into account any liquidated damages due to delays in commissioning as per Clause 8 of the RfS.

17.11 Payment on Order Instrument (POI): As an alternative to submission of PBG as above, the BESSD also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development Agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as “Payment on Order Instrument” (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the PBG would be liable to be encashed by WBSEDCL within the provisions of RfS/BESPA.

This instrument would have to be furnished as per Format of the RfS, within the timelines as per Clause 17.1 above, for the amount and validity period as per those Clause 17.1 above. In case the BESSD chooses to submit POI, delay in submission of the POI beyond the timeline stipulated at Clause 17.1 above, will be applicable in this case too. The term “Performance Bank Guarantee (PBG)” occurring in the RfS shall be read as “Performance Bank Guarantee” (PBG)/Payment on Order Instrument (POI”).

17.12 Insurance Surety Bond (ISB): As another alternative to submission of PBG as above, the BESSD also has an option to submit Insurance Surety Bond from an Insurer as per the guidelines issued by the Insurance Regulatory and Development Authority of India (IRDAI). The Surety Bond issuing organization undertakes to pay in all scenarios under which the PBG would be liable to be encashed by WBSEDCL within the provisions of RfS/BESPA. This instrument would be furnished as per Format 7.3 (C) of the RfS, within the timelines as per Clause 17.1 above, for the amount and validity period as per Clause 17.1 above. In case the BESSD chooses to submit Surety Bond, delay in submission of the Surety Bond beyond the timeline stipulated at Clause 17.1 above, will be applicable in this case too. The term “Performance Bank Guarantee (PBG)” occurring in the RfS shall be read as “Performance Bank Guarantee (PBG)/Payment on Order Instrument (POI)/ Insurance Surety Bond”.

18 Integrity Pact (IP)

Bidders are required to unconditionally accept all the conditions of the "Integrity Pact (IP)" as per Attachment titled Integrity Pact to the Bidding Documents which has been pre- signed by the Employer.

Bidders shall certify their compliance on "Integrity Pact " by accepting the following

General Technical Evaluation (GTE) of the Tender at e-Tender Portal:

“Do you certify full compliance to all provisions of Bidding Document?”

On Bidder's acceptance to the above GTE condition, Bidder confirms to have read, understood and unconditionally accept & commit to all the contents, terms, conditions and undertakings mentioned in the Integrity Pact which has been pre-signed by the Employer and enclosed with the Bidding Documents. Where the Joint Venture(s) / Consortium are permitted to participate in the bid pursuant to ITB, acceptance of above GTE by Bidder shall mean that all the JV Partner(s)/ Consortium members have read, understood and unconditionally accept & commit to all the contents, terms, conditions and undertakings mentioned in the Integrity Pact which has been pre-signed by the Employer and enclosed with the Bidding Documents.

On Acceptance of the above GTE, Integrity Pact shall be considered signed by the Bidder / JV Partner(s)/ Consortium members and the same shall come into force from the date of submission of bid. It may also be noted that subsequent to Employer's evaluation of Bids, resulting into award of Contract to a particular Bidder, the Integrity Pact so submitted shall form an integral part of the Contract.

19 Battery Energy Storage Purchase Agreement (BESPA)

- 19.1** WBSEDCL 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 WBSEDCL and the BESSD will be made available on TCIL Portal and also on WBSEDCL website. The BESPA shall be signed within 30 days of issuance of LoAs, if not extended by WBSEDCL. Subsequent extension in this timeline shall be finalized as mutually agreed by WBSEDCL and the BESSD.
- 19.2** The BESPA shall be valid from the Effective Date to a period of 15 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 WBSEDCL.
- 19.3** The Performance Bank Guarantee as per Clause 17 above shall be submitted by the BESSD, at least seven (7) working days prior to signing of BESPA. Before signing of BESPA between WBSEDCL and the BESSD, WBSEDCL will verify the shareholding of the Project Company along with a copy of complete documentary evidence. If at this stage it is found that the documents furnished by the BESSD are false / misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.

- 19.4** Successful bidder will have to submit the required documents to WBSEDCL for verification within 15 days from the issue of LoA. In case of delay in submission of documents beyond the threshold day as mentioned above, WBSEDCL shall not be liable for delay in verification of documents and subsequent delay in signing of BESPA. Effective Date of the BESPA shall be the date as on 30 days from the date of issue of LoA or the date of signing of BESPA, whichever is earlier. Subsequent to expiry of the 30 -day period after the issuance of LoA, in case WBSEDCL intimates to the Successful Bidder, a particular date as the date for signing of BESPA, the specified date shall become the Effective Date of the BESPA, irrespective of the date of signing of BESPA.
- 19.5** The BESSD will be free to replenish the battery capacity from time to time during the Term of the BESPA at its cost and expense to meet the performance criteria. However, WBSEDCL 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. For the avoidance of doubt, WBSEDCL shall not be responsible for, nor bear any financial obligation in respect of, any additional capacity installed by BESSD to meet its performance criteria under the BESPA that may result in excess supply beyond Project Capacity.

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

20 Financial Closure or Project Financing Arrangements

- 20.1** The Project shall achieve Financial Closure within the date as on 9 months after the Effective Date of the BESPA (e.g. if Effective Date is 10.12.2025, the above deadline will be 10.09.2026).
- 20.2** At the stage of financial closure, the BESSD shall report 100% tie-up of Financing Arrangements for the Project. In this regard, the BESSD shall submit a certificate/necessary document from all financing agencies regarding the tie-up of 100% of the funds indicated for the Project, including arrangements of funds in the form of Equity.
- 20.3** Checklist of documents to be submitted at this stage is provided at the RfS.

- 20.4** In case of default in achieving above condition as may be applicable within the stipulated time, WBSEDCL shall be entitled to encash PBG, unless the delay is on account of factors not owing to any action or inaction on the part of the BESSD or caused due to a Force Majeure as per BESPA. An extension can however be considered, on the sole request of BESSD, on advance payment of extension charges of INR 1,000/- per day per MW. This extension will not have an impact on the obligation of BESSD to achieve commissioning by the SCD of the Project. Subsequent to the completion of deadline for achieving financial closure, WBSEDCL shall issue notices to the BESSD if they are not meeting the requirements of Financial Closure as per the RfS deadlines. The notice shall provide a period of 7 business days to the BESSD to either furnish the necessary documents or make the above-mentioned payment of Rs. 1,000/MW/day. In case of non-submission of either-the requisite documents or the necessary amount upon expiry of the above-mentioned notice period of 7 days, WBSEDCL shall encash the PBG of the BESSD and terminate the BESPA. The amount of Rs. 1,000/MW/day shall be paid by the BESSD 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 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 WBSEDCL. Interest on account of delay in deposition of the above-mentioned charges or on any subsequent extension sought, shall be levied at the rate 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 capacity commissioned as on SCD.
- 20.5** The BESSD will have to submit the required documents to WBSEDCL at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, WBSEDCL shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.

21 Land Arrangements for the Project

- 21.1** Land identification and possession shall be in line with Clause 5 of the RfS, and WBSEDCL shall facilitate usage of land to the BESSD.
- 21.2** The bidders are advised to visit proposed project site (at their own expense), prior to submission of bid, and make surveys and assessments as deemed necessary for proposal submission. Interested bidder shall intimate Bidding agency on behalf of WBSEDCL at least two days in advance in case they wish to visit the site location. Such site visit shall

be arranged up to 3 days prior to date of pre-bid meeting as specified in this RfS.

- 21.3** WBSEDCL shall grant to BESSD a non-exclusive right-to-use over the designated land, to be formalized through a comprehensive agreement to be signed along with the BESPA. This right-to-use is strictly limited to the duration of fifteen (15) years. WBSEDCL shall make the land available to BESSD with preliminary demarcation, upon signing of Right to Use Agreement as per Clause 21.3 above on as is/where is basis. The entire scope of Land development, including construction of boundary wall, approach road (capable of handling the load of the requisite fire tender and all other equipment) up to the main entrance of the project site, and power/control cable trenches (Cable trench route to be finalized in consultation with WBSEDCL) as required for successful erection and commissioning of BESS at project site shall be in the scope of BESSD. Tree and bush cutting as per relevant law, clearing and grubbing, along with demolition of any obstructions or facilities, land filling, removal of scrap materials, structures, waste and debris, as applicable and all other necessary civil works required to facilitate the commencement of construction activities at the project site shall be in BESSD's scope.

22 Commercial Operation Date (COD)

- 22.1** In case of part commissioning, Commercial Operation Date (COD) will be declared only for that part of Project Capacity. COD shall be the next day after the date of commissioning of the Project, as indicated on the Commissioning Acceptance Certificate issued by WBSEDCL / Competent Authority, 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 RfS/BESPA. Similarly, for each part commissioning, COD will be the next day after actual date of commissioning of the respective part capacity.
- 22.2** The BESSD shall obtain necessary charging and safety clearances from the SEIG/CEIG/CEA prior to commissioning of the Project. The 15-year tenure of BESPA shall be as per the provisions of BESPA. Any capacity being offered to the grid before COD shall be off-taken by WBSEDCL under this scheme. Declaration of COD will be governed by applicable Grid Code provisions, and in case of discrepancy between the procedure given in the RfS and that stipulated in the Grid Code, the provisions of Grid Code will prevail. SLDC & STU permission, if required, is to be obtained for charging for testing and for declaring COD.

23 Modifications in Controlling Shareholding

23.1 The Bidder shall provide complete information in its Bid in reference to this RfS about its Promoters and upon issuance of LoA, the BESSD shall provide information about its Promoter(s) and their shareholding in the company before signing of BESPA with WBSEDCL.

23.2 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 Controlling 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 or infusion of Equity by Affiliate in the Bidding Company.
- e. Transfer of shares to IEPF.
- f. Issue of Bonus Shares.

23.3 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.

23.4 In case of the Successful 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.

- 23.5** 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.
- 23.6** Any change in the shareholding after COD can be undertaken after intimation to WBSEDCL.
- 23.7** 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 +applicable taxes per Transaction as Facilitation Fee (non-refundable) shall be deposited by the BESSD to WBSEDCL.

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

- 24.1** 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 ETS Instruction to the bidder document uploaded in the TCIL portal. 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) / POI/ Surety Bond as per Format 7.3 A, 7.3 B, 7.3 C, 7.3 D.
- d. Board Resolutions, as per prescribed formats enclosed as per Format 7.4 duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
 - i. Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS

- and in the event of selection of the Project and to sign the BESPA with WBSSEDCL. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement.
- ii. Board Resolution from the Bidding Company committing 100% (One Hundred Percent) of the equity requirement for the Project/ Board Resolutions from each of the Consortium Members together in aggregate committing to 100% (One Hundred Percent) of equity requirement for the Project (in case of Bidding Consortium); and
 - iii. Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.
- e. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per Format 7.5 along with Board resolution from each Member of the Consortium for participating in Consortium.
 - f. Format for Financial Requirements as per Format 7.6 along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder.
 - g. Undertaking regarding no willful default and no major litigation pending as per Format 7.7.
 - h. A disclosure statement as per Format 7.8/7.8A regarding participation of any related companies in the bidding process.
 - i. Format for Technical Criteria as per Format 7.9 (to be filled 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.
 - k. Attachments
 - i. Memorandum of Association, Article of Association needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Standalone Battery Energy Storage System development.
 - In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted prior to signing of BESPA, if the bidder is selected as Successful bidder.

- If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development 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. WBSEDCL reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that RfS conditions have been complied with and the bidder will ensure submission of the same within the required timelines.
- iv. Certified copies of annual audited accounts for the last two financial years, i.e. FY 2024-25 and FY 2023-24, and provisional audited accounts, along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable), shall be required to be submitted.
- v. Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.
- l. Covering letter of the Financial Bid as per Format - 7.11.
- m. Break-up of the Preliminary Estimate of Cost of Project as per Format 7.12
- n. Format for Technical Undertaking – compliance with technical & regulatory requirements as per Format 7.13.

25 Important Notes and Instructions to Bidders

- 25.1** 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.
- 25.2** 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 19 of the RfS.

- 25.3** 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, Bidding agency in consultation with WBSEDCL reserves the right to reject such response to RfS and/or cancel the Letter of Award, if issued, and the Bank Guarantee 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.
- 25.4** If the event specified at Clause 25.3 is discovered after the Effective Date of BESPA, consequences specified in BESPA shall apply.
- 25.5** Response submitted by the Bidder shall become the property of the Bidding agency and WBSEDCL 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 17 of the RfS.
- 25.6** All documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/ Addenda, BESPA and BESSA) submitted online must be digitally signed by the person authorized by the Board as per Format 7.4.
- 25.7** The response to RfS shall be submitted as mentioned in Clause 24 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, Bidding agency on behalf of WBSEDCL reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.
- 25.8** The Bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.
- 25.9** 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.
- 25.10** Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.
- 25.11** Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by Bidding Agency in consultation with WBSEDCL.

- 25.12** Response to RfS not submitted in the specified formats will be liable for rejection by Bidding Agency.
- 25.13** Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- 25.14** 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 Bidding Agency of the obligation of the Bidder to furnish the said data/ information unless the waiver is in writing.
- 25.15** The West Bengal Electricity Regulatory Commission shall be the appropriate commission to exercise the regulatory and adjudicatory jurisdiction in regard to matters between BESSD and WBSEDCL. Subject to the above, only courts at Kolkata shall have exclusive jurisdiction in all matters pertaining to this RfS.
- 25.16** All the financial transactions to be made with WBSEDCL including delay charges (except Payment Security Deposit and charges for delay in Financial Closure), and any additional charges (if required), shall attract applicable taxes on each transaction, irrespective of the same being mentioned in the RfS/BESPA.

26 Non-Responsive Bid

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

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

- (a) Non-submission of the requisite Cost of RfS and/ or Processing Fee as mentioned in the Bid Information Sheet.
- (b) Response to RfS not received by the due date and time of bid submission.
- (c) Non-submission of correct, valid and operative Pass-Phrases for both Technical and Financial Bid (Price Bid) Parts after the deadline of Bid Submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical Bid.
- (d) Any indication of tariff in any part of response to the RfS, other than in the financial bid.
- (e) Non-submission of payment details against Cost of RfS and/or Bid Processing Fee
- (f) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.

- (g) Except for the scenario as per Clause 4 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.
- (h) Non-submission or partial submission of EMD in acceptable form along with response to RfS
- (i) Response to RfS (offline as well as online) not received by the due date and time of Bid submission.
- (j) Non-submission of the original documents by due date and time of Bid submission.
- (k) Conditional bids shall be summarily rejected.

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

27 Method of Submission of Response to RfS by the Bidder

27.1 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). One EMD may be submitted for the 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 TCIL portal.

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 bidder will be required to submit the bank guarantee, either in person or through post, at the office of WBSEDCL until the date as on 2 working days before 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 14:00 hrs on 21.11.2025, the above deadline will expire at 12:00 hrs on 21.11.2025. In case of the above deadline being a holiday, the next working day in WBSEDCL will be the deadline for submission of Bank Guarantees.

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

The bidding envelope shall contain the following sticker:

RfS for Procurement of 250 MW/1000 MWh Battery Energy Storage Systems in Goaltore, West Bengal under Tariff-based Competitive Bidding	
<i>Capacity of the Project applied for</i>	
<i>RfS Reference No.</i>	1484-PO/O/C-VI/3M-05/2025
<i>Submitted by</i>	<i>(Enter Full name and address of the Bidder)</i>
<i>Organization ID (OID) on TCIL portal</i>	<i>(Enter the OID through which the Bid has been submitted online on TCIL portal)</i>
<i>Authorized Signatory</i>	<i>(Signature of the Authorized Signatory)</i> <i>(Name of the Authorized Signatory)</i> <i>(Stamp of the Bidder)</i>
<i>Bid Submitted to</i>	<i>Special Secretary, Department of Power, GoWB</i> <i>Bidyut Unnayan Bhavan 3/C, LA Block, 5th Floor,</i> <i>Sector-III, Salt Lake City, Kolkata- 700 106</i>

27.2 Documents to be Submitted Online

Detailed instructions to be followed by the Bidders for online submission of response to RfS have been stated in **ETS Instruction to the Bidder uploaded in TCIL portal** of this RfS. 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 by the 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.tcil-electronictender.com>. Response to RfS shall contain the following:

I. Technical Bid (First Envelope)

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

- Formats - 7.1, 7.2 (if applicable), 7.3 A, 7.4, 7.6, 7.7, 7.8/7.8A, 7.9, 7.10, 7.11 and 7.13 as elaborated in Clause 24 of the RfS.
- All attachments elaborated in Clause 24 of the RfS, under the sub-Clause k: Attachments, with proper file names.
- 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 TCIL Portal as part of Technical Bid.

Submission of Pass-phrases: In line with Clause 24.8, and **ETS Instruction to the bidder document uploaded in TCIL portal**, the Bidder shall be required to submit the Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) 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 - 7.11 of the RfS
- (b) Preliminary Estimate of Cost of the Project as per Format 7.12 of the RfS

Only a single capacity charge (INR/MW/Month) for the Project, shall have to be filled online in the Electronic Form provided at the TCIL 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 envelopes mentioned above, in any manner.
- (b) In each of the envelopes (as part of online bid submission), all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.
- (c) All the envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.

In case the Bidder submits the online documents on TCIL Portal within the bid submission deadlines and fails to submit the offline documents in the office of Department of Power, Government of West Bengal within the bid submission deadlines, the online bid of the Bidder shall not be opened and shall be 'archived'

on the TCIL Portal. Similarly, bids submitted offline but without any online submission on TCIL Portal shall not be opened and the EMD shall be returned to the respective bidder. In such cases, Bid Processing fee and cost of RfS document, if paid by the Bidder, will not be refunded to the Bidder.

- (d) In case of submission of Bank Guarantee against EMD online on or before the bid submission deadline, and non-submission of the hard copy of the Bank Guarantee to WBSEDCL within the date as on 2 working days prior to bid submission deadline, the respective bidder will be debarred from participating in any of the tenders issued by Bidding Agency on behalf of WBSEDCL, for a period of 6 (six) months, starting from the last date of bid submission of this RfS.
- (e) Tariff to be quoted in the Financial Bid shall be inclusive of GST.

28 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.

250MW /1000MWh ISTS-Connected Battery Energy Storage System Project

Owned and operated by

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

[Under RfS for Procurement of ...MW/... MWh Battery Energy Storage Systems under Tariff-based Competitive Bidding in Goaltore Substation, P568+RHC, Goaltore, Bandhi, Paschim Midnapore, West Bengal 721128, by Department of Power Government of West Bengal on behalf of The West Bengal Electricity Distribution Company Limited (WBSEDCL)]

29 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”). Bidding Agency on behalf of WBSEDCL reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement. It is clarified that subsequent to issuance of LoAs, the discovered tariffs shall be deemed to be valid until the signing of BESPA, pursuant to Clause 41 of the RfS.

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

31 Technical Clarifications/ Pre-Bid Meeting/ Enquiries/ Amendments

- 31.1** Clarifications/ Doubts, if any, on RfS document may be emailed to Bidding Agency on behalf of WBSEDCL.
- 31.2** Bidding Agency 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 Bidding Agency's response will be uploaded in the TCIL Portal <https://www.tcil-electronictender.com> if necessary, amendments, clarifications, elaborations shall be issued by Bidding Agency which will be notified on TCIL Portal. No separate reply/ intimation will be given for the above, elsewhere. In the event of the issuance of any revision or amendment of the RfS documents, the Bidders shall be provided a period of at least 7 (seven) days therefrom, for submission of Bids.
- 31.3** A Pre-Bid Meeting shall be held on-line as mentioned in the Bid Information Sheet.
- 31.4** Enquiries/ Clarifications may be sought by the Bidder by contacting Bidding Agency as per the details contained in the Bid Information Sheet.
- 31.5** A site visit to the proposed project location may be arranged at the request of the Bidders. Interested bidders may give a week notice so that such visit can be arranged.
- 32 Right of Bidding Agency on behalf of WBSEDCL to Reject a Bid**

Bidding Agency on behalf of WBSEDCL reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability. In the event of the tender being cancelled at any stage, subsequent to bid submission and prior to issuance of LoA, the processing fee (excluding GST, if amount credited to WBSEDCL's account), without any interests, and EMD submitted by the Bidders shall be returned to the respective Bidders.

Note: In the event of cancellation of LoA prior to signing of BESPA, Bid Processing Fee will not be refunded.

33 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. WBSEDCL shall not be liable for issuing any intimations/ reminders to BESSD for timely completion of milestones and/ or submission of compliance documents.

Any checklist shared with BESSD by WBSEDCL 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 BESSD.

Tax implications, if any, on procurement of capacity under this RfS, will be borne by the BESSD. Tentative timelines of various activities to be carried out under this RfS are summarized as follows:

Activity	Timeline	Time
Date of issuance of RfS	10.10.2025	11:00hrs
Clarification submission Start Date	10.10.2025	11:00hrs
Site Visit	14.10.2025- 27.10.2025	---
Site Visit Discussion	29.10.2025	14:00hrs
Clarification End Date	29.10.2025	17:00hrs
Date of pre-bid meeting/technical clarifications	30.10.2025	14:00hrs
Start of Bid Submission	10.10.2025	14:00hrs
Deposition of Earnest Money, Document Fee & Document Processing Fee	10.11.2025	17:00hrs
Last Date & Time for online Bid submission	14.11.2025	14:00hrs
Date & Time for opening of Technical Bid	14.11.2025	17:00hrs
Date & Time for opening of Price Bid	21.11.2025	14:00hrs
E-reverse auction	24.11.2025	12:00hrs
Issuance of Letter of Award (LoA)	17.12.2025	
Submission of documents for verification	Within 15 days from Award of LOA	--
Signing of the BESPA and Right to Use Agreement with respect to Project land	Within 30 days from Award of LOA	--
Financial Closure	Within the date as on 9 months after the Effective Date of the BESPA	--
Schedule Commissioning Date	18 months from the Effective Date of BESPA	--

34 Point of Contact in Bidding Agency

Following officers/departments are to be contacted by the Bidders based on the stage of bidding and project implementation under this RfS:

(i) Bid submission upto issuance of LoA: -

(a) Details as per Bid Information Sheet

(ii) Subsequent to issuance of LoA upto commencement of power supply: -

(a) West Bengal State Electricity Distribution Corporation Ltd.

Shri. Rajeev Nandan Sinha, CE PTP, Office of the Chief Engineer, West Bengal State Electricity Distribution Company Limited, Vidyut Bhavan, 7th Floor, B Block Bidhannagar, Kolkata - 700091	Phone No: 9230962450 Email Id: ceptp@wbsedcl.in
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SECTION 4. QUALIFICATION REQUIRMENTS FOR BIDDERS

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

35 General Eligibility Criteria

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

35.1 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.

35.2 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. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be the identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (Format 7.5).

35.3 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 35.7 of the RfS shall be applicable.

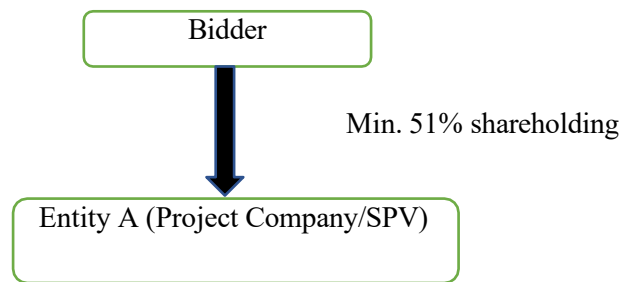
35.4 In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 7/10/2021-PPD Dated 23.02.2023 and subsequent amendments and

clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS:

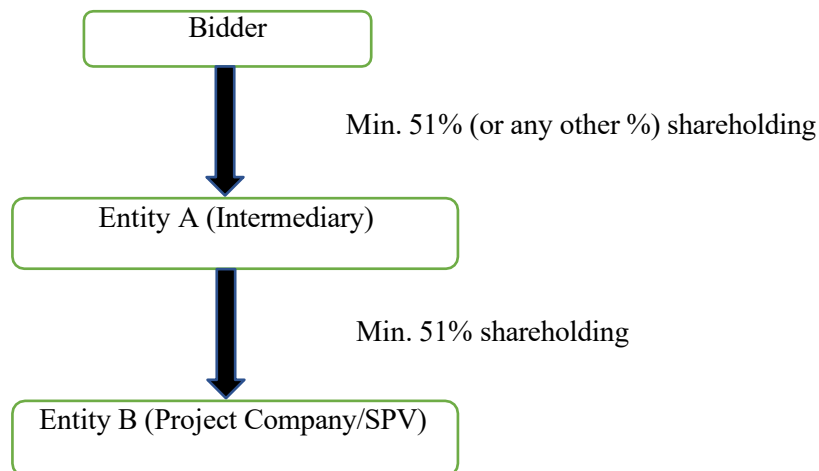
- a. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (as defined in the OM as referred above).
- b. Any Bidder (including an Indian Bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to participate in this RfS only if the Bidder is registered with the Competent Authority under the referred OM.
- c. “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.
- d. “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.
- e. “Beneficial owner” for the purposes of Clause 35.4.d.iv. above will be as defined in the referred OM, including subsequent amendments and clarifications thereto.
- f. In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 7.8/7.8A of the RfS.
- g. Other provisions of the referred OM dated 23.02.2023, 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 clarification thereto.

- 35.5** Limited Liability Partnership (LLPs) are not eligible for participation.
- 35.6** A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated/acquired as a subsidiary Company of the successful bidder for setting up of the Project, with at least 51% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of BESPA.
- 35.7** 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) before signing of BESPA with WBSEDCL, i.e. the Project Company incorporated shall have the same shareholding pattern as that indicated in the Consortium Agreement given at the time of submission of response to RfS. This shall not change till the signing of BESPA and the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights and paid-up share capital) shall not change from submission deadline of response to RfS up to COD of the Project. Transfer of controlling shareholding within the same group of companies will however be allowed prior to COD with the permission of WBSEDCL, subject to the condition that, the management control remains within the same group of companies.
- 35.8** The Bidder or any of its Affiliates should not be a willful defaulter to any lender. Further, the Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors should not have been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc or the United Nations or any of its agencies. The Bidder shall submit an undertaking to this effect.
- 35.9** For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 35.3 and 35.6 above may or may not be an immediate subsidiary of the bidder. The following illustrations are provided to clarify the same:

Scenario 1:



Scenario 2:



As per provisions of the RfS, both scenarios will be permissible under this RfS.

36 Technical Eligibility Criteria

- 36.1** 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 Project. 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.
- 36.2** The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of Clause 20 of the RfS. The undertaking shall be submitted as per enclosed Format 7.9 of the RfS.

36.3 The Project shall also comply with the performance criteria as detailed in Clause 7 of the RfS.

37 Financial Eligibility Criteria

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

- a. The Net Worth of the Bidder should be equal to or greater than INR 83,20,000/MW (Rupees Eighty Lakhs / MW), as on the last date of previous Financial Year, i.e. FY 2024-25 or as on the day at least 7 days prior to the bid submission deadline. 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. In this context, AUM shall mean the amount as certified by the Statutory Auditor of the AIF.
- b. The net-worth/value of AUM to be considered for the above purpose will be the cumulative net-worth of the Bidder/AIF or consortium members. Except in the case of AIFs, the Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the Net Worth criteria as per the RfS. In case of the Bidder being a Bidding Consortium, any Member may meet the above criteria on the basis of financial capability of its Affiliate(s). In both cases, such Affiliates shall undertake to contribute the required equity funding and performance bank guarantees in case the bidder(s) fail to do so in accordance with the RfS.
- c. Net Worth to be considered for this Clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and AUM or investible funds to be considered under this Clause will be calculated in accordance with applicable SEBI (AIF) Regulations.

37.2 Liquidity

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

- a. A minimum annual turnover of INR. 50 Lakhs/MWh achieved during last completed financial year (FY 2024-25) or as on the day at least 7 days prior to the bid submission deadline. It is hereby clarified that “Other Income” as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.

37.3 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

38.1 and 38.2 above. In case of the Bidder being a Bidding Consortium, any Member (except an AIF) may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and Performance Bank Guarantees in case the Bidder(s) fail to do so in accordance with the RfS. In case of non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of BESPA.

37.4 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.

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

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.

37.6 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.

37.7 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 37.6 above.

37.8 In case the response to RfS is submitted by a Consortium, then the financial requirement (both the Net-Worth and Liquidity requirements) to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company.

For example, if two companies A and B form a Consortium with equity participation in 70:30 ratio and submit their bid. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs. 42 Crores and to be met by Consortium Member B would be Rs. 18 Crores. Similar methodology shall be followed for computation of liquidity requirement.

37.9 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 PROJECT

38 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.

39 Techno-Commercial Evaluation of Bidders (Step 1)

- 39.1** The first envelope (Technical Bid submitted online) of only those bidders will be opened by Bidding Agency on behalf of WBSEDCL whose required documents as mentioned at Clause 30 of the RfS are received by Bidding Agency on behalf of WBSEDCL. Bid opening (online) will be done only after the deadline for submission of Bank Guarantee (if applicable) and/or DDs/Pay order against Cost of RfS document and Bid Processing Fee.
- 39.2** Subject to Clause 25 of the RfS, Bidding Agency on behalf of WBSEDCL will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, Bidding Agency 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 Bidding Agency on behalf of WBSEDCL within 07 (seven) days from the date of such intimation from Bidding Agency on behalf of WBSEDCL. All correspondence in this regard shall be made through email only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. Bidding Agency shall not be responsible for rejection of any bid on account of the above.
- 39.3** The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per the RfS.

40 Financial Bid Evaluation (Step 2)

- 40.1** 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 inclusive of applicable taxes and duties including GST.**
- 40.2** 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.
- 40.3** 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 the Project. **The tariff has to be quoted in Indian Rupee per MW per Month in whole numbers only (no decimal places allowed).** If it is quoted with any decimal places, the digits in the decimal places shall be ignored. (For e.g. if the quoted tariff is Rs. 2,00,000.34/MW/Month, then it shall be considered as Rs. 2,00,000/MW/Month).
- 40.4** In this step, evaluation will be carried out based on tariff quoted by the Bidders.
- 40.5** On completion of Techno-Commercial bid evaluation, if it is found that only one or two Bidder(s) is/are eligible for the next stage, opening of the financial bid of the Bidder(s) will be at the discretion of Bidding Agency. Thereafter, Bidding Agency will take appropriate action as deemed fit.
- 40.6** 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.
- 40.7** All Bidders with same tariff shall be eligible for reverse auction round subject to provisions of Clause 41.2 of the RfS.
- 40.8** 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	₹ 215000 (Tariff in ₹/ MW/Month)	L1
B2	₹ 225000 (Tariff in ₹/ MW/Month)	L2
B3	₹ 235000 (Tariff in ₹/ MW/Month)	L3

Bidder	Submitted Financial Bid	Ranking
B4	₹ 235000 (Tariff in ₹/ MW/Month)	L3
B5	₹ 245000 (Tariff in ₹/ MW/Month)	L4
B6	₹ 265000 (Tariff in ₹/ MW/Month)	L5
B7	₹ 370000 (Tariff in ₹/ MW/Month)	L6
B8	₹ 480000 (Tariff in ₹/ MW/Month)	L7
B9	₹ 575000 (Tariff in ₹/ MW/Month)	L8

41 Reverse Auction (Step 3)

41.1 The reverse auction for the total tendered capacity shall be conducted on the portal <https://www.tcil-electronictender.com> / on the day as intimated by Bidding Agency to the eligible Bidders. Rules of the auction process are brought out below and are also contained in **ETS Instruction to the Bidder uploaded in TCIL portal** of the RfS. As part of submission of their response to RfS, the Bidders shall submit the scanned copy of **ETS Instruction to the Bidder uploaded in TCIL portal** of the RfS duly signed and stamped by the Authorized Signatory, as an acceptance of the provisions contained therein.

41.2 After the opening of Initial Price Offer (IPO(s)) or first round tariff, the system will rank the Bidders according to their Price Bids. The Bidder with the highest price bid in the IPO stage shall be called the H1 Bidder. The Total eligible Bidders for the reverse auction shall be decided as mentioned below:

Assuming, T = Total Techno-Commercially Qualified Bidders

Total eligible Bidders for e-Reverse Auction

i. In case $T \leq 3$: all the techno-commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA.

ii. In case $T > 3$: 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.

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.

- 41.3** Advance intimation regarding the date and time of the reverse auction will be sent by e-mail to all the bidders whose technical bids have been opened and are found to be qualified. However, from this advance intimation it shall not be construed by the bidders that they have been shortlisted for Reverse Auction.
- 41.4** Shortlisted bidders for Reverse Auction will be able to login into the TCIL portal of reverse auction 15 minutes before the start time of reverse auction.
- a. During the 15 minutes prior to start of reverse auction process, the respective tariff of the bidder shall be displayed on its window.
 - b. The minimum decrement value for tariff shall be INR 1000 per MW per Month. The Bidder can mention its revised discounted tariff which has to be at least Rs. 1000/MW/Month less than its current tariff.
 - c. Bidders can only quote any value lower than their previous quoted tariff taking into consideration the minimum decrement value mentioned in the previous Clause. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.
 - d. During reverse auction, the Bidder shall not have the option of changing the total project capacity while quoting tariff during reverse auction.
 - e. In the bidder's bidding window, the following information can be viewed by the bidder:
 - i. Its tariff as the initial start price and there after last quoted tariff along with the project capacity for which the Bidder is qualified.
 - ii. The list of all the Bidders with their following details: Pseudo Identity, last quoted tariff and project capacity
 - f. The initial auction period will be of 30 (thirty) minutes with a provision of auto extension by 8 (eight) 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 if the auction is closed at that instant.
 - ii. Orange 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 if the auction is closed at that instant.

If no such change as described above is effected during the last 8 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed.

42 Selection of Successful Bidder

Subsequent to conclusion of the e-RA process, the L1 bidder discovered in the e-RA, shall be declared as Successful Bidder.

43 Issuance of Letter of Award (LoA)

- a) At the end of the selection process, LoA will be issued to the successful Bidder. In case of a Consortium being selected as the successful Bidder, the LoA shall be issued to the Lead Member of the Consortium.
- b) In all cases, Bidding Agency's decision in consultation with WBSEDCL 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.
- c) In case of delay in signing of BESPA beyond 12 months from the date of issuance of LoA, or any other extended date as mutually agreed between WBSEDCL and the Successful Bidder, the awarded capacity shall stand cancelled and the EMD submitted by such Bidder shall be returned by WBSEDCL. In case of extension of the above BESPA signing date by mutual agreement, the minimum extension in the signing date shall be 3 months subsequent to the above deadline.

SECTION 6. DEFINITIONS OF TERMS

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

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

44.2 "AFFILIATE" in relation to a company shall mean a company that, directly or indirectly,

i. controls, or

ii. is controlled by, or

iii. is under common control with, such company, its parent or ultimate parent company or a Member in a Consortium.

“**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.

44.3 "APPROPRIATE COMMISSION" shall mean as defined in the BESPA.

44.4 "AVAILABILITY" shall mean as defined in Clause 7 of the RfS.

44.5 "BATTERY ENERGY STORAGE SYSTEM" or "BESS" shall mean the system/project 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.

44.6 "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 WBSEDCL (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 WBSEDCL.

44.7 "BATTERY ENERGY STORAGE PURCHASE AGREEMENT" or "BESPA" shall mean the agreement signed between the Selected Bidder/BESSD and WBSEDCL according for procurement of capacity from the BESS, as per the terms and conditions

of the standard BESPA enclosed with this RfS.

- 44.8 “BID” or “PROPOSAL”** shall mean the documents submitted by the Bidder towards meeting the techno-commercial and financial qualifying requirements, along with the price bid submitted by the Bidder as part of its response to the RfS issued by Bidding Agency.
- 44.9 “BIDDER”** shall mean Bidding Company (including a foreign company) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin.
- 44.10 “BIDDING CONSORTIUM” or “CONSORTIUM”** shall refer to a group of Companies that collectively submit the response in accordance with the provisions of this RfS under a Consortium Agreement.
- 44.11 “BID CAPACITY”** shall mean aggregate project capacity of the Battery Energy Storage System(s) as proposed by the Bidder.
- 44.12 “CHARTERED ACCOUNTANT”** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.
- For bidders incorporated in countries other than India, “Chartered Accountant” shall mean a person, or a firm practicing in the respective country and designated/ registered under the corresponding Statutes/ laws of the respective country.
- 44.13 “COMPANY”** shall mean a body corporate incorporated in India under the Companies Act, 2013 or any law in India prior thereto relating to Companies, as applicable.
- 44.14 “COMMERCIAL OPERATION DATE (COD)”** shall mean the date as defined in Clause 22 of the RfS.
- 44.15 “CONTRACTED CAPACITY”** shall mean the capacity in MW/MWh (“X” MW x 4hrs) contracted with WBSEDCL for providing Energy storage facility to the Procurer for charging and discharging the system on “on-demand” basis, based on which the BESPA is executed with WBSEDCL.
- 44.16 “CONTRACT YEAR”** shall mean the period beginning from the Effective Date of

the BESPA and ending on the immediately succeeding 31st March and thereafter each period of 12 months beginning on 1st April and ending on 31st March provided that:

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

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

44.18 “CONTROLLING SHAREHOLDING” shall mean more than 50% of the voting rights and paid-up share capital in the Company/ Consortium.

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

44.20 “DAY” shall mean calendar day.

44.21 “EFFECTIVE DATE” shall mean the date as on 30th day from the date of issuance of Letter of Award (LoA) or in case of delay in signing of BESPA attributable to WBSEDCL, the actual date of signing of BESPA, whichever is later, which shall be indicated in the BESPA executed by both the parties.

44.22 “EQUITY” shall mean Net Worth as defined in Companies Act, 2013.

44.23 “FINANCIAL CLOSURE” or “PROJECT FINANCING ARRANGEMENTS” means arrangement of necessary funds by the BESSD towards 100% Project Cost either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank/ financial institution by way of sanction of a loan or letter agreeing to finance.

44.24 “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.

44.25 “GROUP COMPANY” of a Company means:

- a. a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or;
- b. a Company in which the Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company or;
- c. a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;
- d. a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;
- e. a Company which is under common control with the Company, and control means ownership by one Company of at least 10% (Ten Percent) of the share capital of the other Company or power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise;

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

44.26 “INTER-CONNECTION POINT/ DELIVERY/ METERING POINT/POINT OF COMMON COUPLING (PCC)” shall mean 132KV switchboard of WBSEDCL’s Goaltore Substation, P568+RHC, Goaltore, Bandhi, Paschim Midnapore, West Bengal 721128 where the power to/from the Project is injected/delivered from/into the WBSEDCL network (including the dedicated line(s) connecting the Project 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 BESSD shall abide by the relevant WBERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.

44.27 “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).

44.28 “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.

44.29 “LETTER OF AWARD” or “LoA” shall mean the letter issued by WBSEDCL to the selected Bidder for award of the Project.

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

44.31 “LLC” shall mean Limited Liability Company.

44.32 “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.

44.33 “MONTH” shall mean calendar month.

44.34 “NET-WORTH” shall mean the Net-Worth as defined section 2 of the Companies Act, 2013.

44.35 “PAID-UP SHARE CAPITAL” shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013.

44.36 “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.

- 44.37 “PROJECT”** shall mean the Battery Energy Storage System set up by the BESSD for supply of Power on an “on Demand” basis, having single point of injection at Interconnection/ Delivery/ Metering Point. The Project shall also comprise auxiliaries and associated facilities, bay(s) for transmission system in the switchyard, dedicated line(s) up to the injection point and all the other assets, buildings/structures, equipment, plant and machinery (pertaining to the BESS), facilities and related assets required for the efficient and economic operation of the power supply facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to WBSEDCL.
- 44.38 “PROJECT CAPACITY”** shall mean the maximum AC capacity at the delivery point that can be scheduled from the Project and shall be equal to capacity in terms of Clause 4 of this RfS.
- 44.39 “PROJECT COMMISSIONING”:** The Project will be considered as commissioned in line with the Commissioning procedure defined in the RfS/BESPA.
- 44.40 “PROJECT LOCATION”** shall mean the identified area by WBSEDCL at its Goaltore Substation, P568+RHC, Goaltore, Bandhi, Paschim Midnapore, West Bengal 721128.
- 44.41 “POWER ON DEMAND”** shall mean the requirement of the WBSEDCL to charge and discharge the BESS power plant based on its requirements during the time of day, subject to provisions of the RfS and BESPA.
- 44.42 “RENEWABLE ENERGY (RE) POWER”** shall mean power from a RE Power generation facility.
- 44.43 “RfS” or “RfS DOCUMENT” or “BIDDING DOCUMENT(S)” or “TENDER DOOCUMENTS”** shall mean the “Request for Selection” document issued by Bidding Agency including standard Battery Energy Storage Purchase Agreement and Battery Energy Storage Sale Agreement, along with subsequent clarifications and amendments thereof, vide RfS no 1484-PO/O/C-VI/3M-05/2025.
- 44.44 “SCHEDULED COMMISSIONING DATE” or “SCD”** shall be the date as indicated in Clause 8 of the RfS.
- 44.45 “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.

- 44.46** “**STATE TRANSMISSION UTILITY**” or “**STU**” shall mean West Bengal State Electricity Transmission Company Limited (“**WBSETCL**”)
- 44.47** “**TOE**” shall mean Tender Opening Event.
- 44.48** “**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.
- 44.49** “**WBERC**” shall mean West Bengal Electricity Regulatory Commission
- 44.50** “**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,

Special Secretary,

Department of Power, Govt. of West Bengal

Bidyut Unnayan Bhavan 3/C, LA Block, 5th & 6th

Floor, Sector-III, Salt Lake City, Kolkata- 700 106

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 supply of power for the Term of the BESPA to WBSEDCL, 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 are submitting response to RfS for the development of following Project

Project No.	Capacity (MW/MWh)	Location of Project (Village, Tehsil, Dist., State)	Interconnection Point Details
1	250 MW/1000 MWh	Goaltore Substation, P568+RHC, Goaltore, Bandhi, Paschim Midnapore, West Bengal 721128.	132 KV

1. We give our unconditional acceptance to the RfS, dated *[Insert date in dd/mm/yyyy]*, standard BESPA documents attached thereto, issued by Bidding Agency on behalf of WBSEDCL. In token of our acceptance to the RfS, and BESPA documents along with the amendments and clarifications issued by Bidding Agency on behalf of WBSEDCL, 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 we will commence power supply from the full Project capacity within the deadline as per Clause 9 of the RfS.

2. Earnest Money Deposit (EMD): - *(Please read Clause 16 carefully before filling)*

We have enclosed EMD of INR *(Insert Amount)*, in the form of Bank Guarantee no..... *[Insert bank guarantee]* dated *[Insert date of bank*

guarantee] as per Format 7.3A/7.3B from [*Insert name of bank providing bank guarantee issuing agency*] and valid up to... in terms of Clause No. 16 of this RfS. The total capacity of the BESS project offered by us is MW/ MWh [*Insert capacity proposed*]. (*Strike off whichever is not applicable*)

3. We hereby declare that in the event our Project gets selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG, within due time as mentioned in Clause No. 17 of this RfS on issue of LoA by WBSEDCL for the selected Project and/ or we are not able to sign BESPA with WBSEDCL within the timeline as stipulated in the RfS for the selected Project, WBSEDCL shall have the right to encash the EMD submitted by us.
4. We have submitted our response to RfS strictly as per Section 7 (Sample Forms and Formats for Bid Submission) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
5. Acceptance: -

We hereby unconditionally and irrevocably agree and accept that the decision made by Bidding Agency on behalf of WBSEDCL in respect of any matter regarding or arising out of the RfS shall be binding on us. We hereby expressly waive and withdraw any deviations from the provisions of the RfS and all claims in respect of this process.

6. Familiarity with Relevant Indian Laws and Regulations: -

We confirm that we have studied the provisions of the relevant Indian Laws and Regulations 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 and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us, we shall ensure that our shareholding in the SPV / project company executing the BESPA shall not fall below 51% (fifty-one per cent) at any time prior to the COD.
8. 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 WBSEDCL, committing total equity infusion in the SPV as per the provisions of RfS.

9. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.
10. 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 Bidding Agency on behalf of WBSEDCL.
11. 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.
12. 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 up to the date as on 12 (twelve) months from the last date of submission of response to RfS].
13. Contact Person

Details of the representative to be contacted by Bidding Agency are furnished

as under: Name:

Designation:

Company:

Address:

Phone Nos.:

Mobile Nos:

E-mail address:

14. 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 _____ 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.

Project Capacity: ____MW

Project Location: ____

FORMAT FOR POWER OF ATTORNEY

(Applicable Only in case of Consortium)

(To be provided by each of the other members of the Consortium in favor of the Lead Member)

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

KNOW ALL MEN BY THESE PRESENTS THAT M/s having its
registered office at,, and M/s
having its registered office at, (Insert names and registered
offices of all Members of the Consortium) the Members of Consortium have formed a Bidding
Consortium named (insert name of the Consortium if finalized)
(hereinafter called the 'Consortium') vide Consortium Agreement
dated..... and having agreed to appoint
M/s.....as the Lead Member of the said Consortium do hereby
constitute, nominate and appoint M/s.....a company incorporated under
the laws ofand having its Registered/ Head Office 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: -----

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 Selection of Battery Energy Storage System Developer for Setting up of a Battery Energy Storage System under Tariff-based Competitive Bidding of the capacity of 250 MW/1000 MWh for offering Battery Energy Storage System on long term basis, in response to the RfS No. [●] dated [●] and addendums thereto issued by Bidding Agency on behalf of WBSEDCL and Bidding Agency 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 WBSEDCL at [*Insert Name of the Place from the address of WBSEDCL*] forthwith without demur on demand in writing from WBSEDCL or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees ____ [*Insert amount not less than that derived in line with Clause 16 of the RfS*], 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. 16 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. 16 of this RfS]. WBSEDCL shall be entitled to invoke this Guarantee till [insert date of validity in accordance with Clause No. 16 of this RfS].

The Guarantor Bank hereby agrees and acknowledges that the WBSEDCL in consultation with the Bidding agency 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 WBSEDCL, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to WBSEDCL

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Kolkata 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 WBSEDCL shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by WBSEDCL or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to WBSEDCL and may be assigned under intimation to us, in whole or in part, (whether absolutely or by way of security) by WBSEDCL to any entity to whom WBSEDCL 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_____
_____[Date to be inserted on the basis of Clause No. 16 of this RfS].

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if WBSIEDCL 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 OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY
IREDA/REC/PFC (IN LIEU OF BG TOWARDS EMD)

No.

Date

To,

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

Dear Sir,

1. At the request of M/s ____, on behalf of____(insert name of the Bidder), this Payment on Order Instrument (POI) for an amount of Rs.____(Rupees____(in words) is being issued by M/s (Insert the name of POI Agency) This Payment on Order Instrument comes into force immediately.
2. In consideration of the [*Insert name of the Bidder*] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for setting up of Battery Energy Storage System Project of the capacity of 250 MW/1000 MWh for supply of power on long term basis, in response to the RfS No._dated_issued by bidding agency on behalf of West Bengal State Electricity Distribution Company Limited (WBSEDCL) and bidding agency on behalf of WBSEDCL considering such response to the RfS of[*Insert the name of the Bidder*] as per the terms of the RfS, the [*Insert name & address of IREDA/PFC/REC*] hereby agrees unequivocally, irrevocably and unconditionally to pay to WBSEDCL at [*Insert Name of the Place from the address of WBSEDCL*] forthwith without demur on demand in writing from WBSEDCL or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees____[*Insert amount not less than that derived in line with Clause 16 of the RfS*], only, on behalf of M/s_[*Insert name of the Bidder*].
3. In consideration of the above facts, IREDA/REC/PFC having its registered office at_____, agrees to make payment for the sum of Rs.____Lakhs (in words...) to WBSEDCL on the following conditions: -

- (a) IREDA/REC/PFC agrees to make payment of the said amount unconditionally, without demur and without protest upon receipt of request from WBSEDCL within the validity period of this letter as specified herein;
- (b) The commitment of, IREDA/REC/PFC under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against WBSEDCL ;
- (c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;
- (d) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (WBSEDCL and Bidding Party), subject to the however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc.;
- (e) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;
- (f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by WBSEDCL made in any format within the validity period. IREDA/REC/PFC shall not require WBSEDCL to justify the invocation of the POI against the SPV/BESSD, to make any claim against or any demand against the SPV/BESSD or to give any notice to the Bidder;
- (g) The POI shall be the primary obligation of IREDA/REC/PFC and WBSEDCL shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the Bidder;
- (h) The POI shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other changes in constitution of IREDA/REC/PFC

- (i) Neither WBSEDCL is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against WBSEDCL in respect of the payment made under POI;
4. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid up to and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs. and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA/REC/PFC liability in no case will exceed more than the above amount stipulated.
5. In pursuance of the above, IREDA/REC/PFC and WBSEDCL have signed an Umbrella Agreement dated setting out the terms and conditions for issue of letter of undertaking by IREDA/REC/PFC to WBSEDCL and the said terms and conditions shall be read as a part of this POI issued for the project of PP mentioned above.

Thanking you,

Yours faithfully

For and on behalf of M/s. _____

(Name of the POI issuing agency).

()

[Designation]

FORMAT OF THE SURETY BOND FOR BID SECURITY (IN LIEU TOWARDS EMD)

In consideration of the _____ [Insert name of the Bidder] submitting the Bid inter alia for establishing the Standalone Battery Energy Storage Systems at Goaltore, in Paschim Midnapore, West Bengal of 250 MW/1000 MWh on Build Own Operate (BOO) basis, in response to the RfS dated _____ issued by Bidding Agency, and Bidding Agency agreeing to consider such Bid of _____ [Insert name of the Bidder] as per terms and conditions of this RFS. The [Insert name of Surety Insurer issuing the surety bond] and address of Head Office] (hereinafter referred to as "Surety Insurer") hereby agrees unequivocally, irrevocably and unconditionally to pay to _____ WBSEDCL or its authorized representative at WBSEDCL forthwith on demand in writing from WBSEDCL or any representative authorized by it in this behalf, any amount up to and not exceeding Rupees _____ Only (Rs _____ Crore) (the "Surety Bond"), on behalf of M/s _____ [Insert name Of the Bidder]. This surety bond shall be valid and binding on the Surety Insurer up to and including _____ and shall not be terminable by notice or any change in the constitution Of The Surety Insurer shall not affect or dissolve this surety bond. It is agreed that our liability under this surety bond shall not be discharged by any extension of time or variations or alternations made, given, Or agreed with Or without our knowledge or consent, Or by between concerned parties.

Our liability under this Surety Bond is restricted To Rupees _____ Only (Rs _____ Crore). The Surety Bond shall remain in force until WBSEDCL Or Its authorized representative shall Be entitled To invoke This Surety Bond until preceding _____ [insert Date which Is One Hundred Eighty (180) Days after The date fixed For submission Of bid.

This Surety Bond shall be interpreted in accordance with the laws of India. The Surety Insurer represents that this Surety Bond has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Surety Insurer in the manner provided herein. This Surety Bond shall not be affected in any manner by reason of merger, amalgamation, restructuring, liquidation, winding up, dissolution or any other change in the constitution of the Surety Insurer. This Surety Bond shall be a primary obligation of the Surety Insurer and accordingly _____ WBSEDCL or its authorized representative shall not be obliged before enforcing this Surety Bond to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder to enforce any security held by WBSEDCL or its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

Notwithstanding anything contained hereinabove, our liability under this surety bond is restricted to Rupees _____ Only (Rs _____ Crore) and it shall remain in force until _____, with an additional claim period of one hundred eighty (180) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Surety Bond only if WBSEDCL or its authorized representative serves upon us a written claim or demand. In witness whereof:

Signature: _____

Name: _____

Power of attorney No/ Employee No. as applicable: _____

For: _____ [Insert Name of The Surety-Insurance Company]

Banker's Seal and Full Address, including mailing address of Head Office.

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 250MW/1000 MWh, at [*Insert name of the place*], for supply of power there from on long term basis, in response to the RfS dated..... and addendums thereto issued by Bidding Agency on behalf WBSEDCL and Bidding Agency considering such response to the RfS of[*Insert name of the Bidder*] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Project of the Battery Energy Storage System Developer 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 purchase of Power [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 WBSEDCL at [*Insert Name of the Place from the address of the WBSEDCL*] forthwith on demand in writing from WBSEDCL 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 includingand 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..... WBSEDCL shall be entitled to invoke this Guarantee till The Guarantor Bank hereby agrees and acknowledges that WBSEDCL 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 WBSEDCL, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to WBSEDCL.

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Kolkata 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 WBSEDCL shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Battery Energy Storage System Developer/ Project Company, to make any claim against or any demand on the selected Battery Energy Storage System Developer/ Project Company or to give any notice to the selected Battery Energy Storage System Developer/ Project Company or to enforce any security held by WBSEDCL or to exercise, levy or enforce any distress, diligence or other process against the selected Battery Energy Storage System Developer/ Project Company.

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

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 WBSEDCL 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.
2. The Performance Bank Guarantee shall be executed by any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of Bank Guarantee.

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

No.

Date

To,

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

Dear Sir,

1. At the request of M/s ____, on behalf of ____ (insert name of the Bidder), this Payment on Order Instrument (POI) for an amount of Rs. ____ (Rupees ____ (in words) is being issued by M/s (Insert the name of POI Agency). This Payment on Order Instrument comes into force immediately.
2. In consideration of the [*Insert name of the Bidder*] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for setting up of Battery Energy Storage System Project of the capacity of 250 MW/1000 MWh for supply of power on long term basis, in response to the RfS No. ____ dated ____ issued by bidding agency on behalf of West Bengal State Electricity Distribution Company Limited (WBSEDCL) and bidding agency on behalf of WBSEDCL considering such response to the RfS of [*Insert the name of the Bidder*] as per the terms of the RfS, the [*Insert name & address of IREDA/PFC/REC*] hereby agrees unequivocally, irrevocably and unconditionally to pay to WBSEDCL at [*Insert Name of the Place from the address of WBSEDCL*] forthwith without demur on demand in writing from WBSEDCL or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees ____ [*Insert amount not less than that derived in line with Clause 16 of the RfS*], only, on behalf of M/s ____ [*Insert name of the Bidder*].
3. In consideration of the above facts, IREDA/REC/PFC having its registered office at ____, agrees to make payment for the sum of Rs. ____ Lakhs (in words...) to WBSEDCL on the following conditions: -
 - (a) IREDA/REC/PFC agrees to make payment of the said amount unconditionally, without demur and without protest upon receipt of request from WBSEDCL within

the validity period of this letter as specified herein;

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

IREDA/REC/PFC have any recourse against WBSEDCL in respect of the payment made under POI;

4. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid up to and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs. and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA/REC/PFC liability in no case will exceed more than the above amount stipulated.
5. In pursuance of the above, IREDA/REC/PFC and WBSEDCL have signed an Umbrella Agreement dated setting out the terms and conditions for issue of letter of undertaking by IREDA/REC/PFC to WBSEDCL and the said terms and conditions shall be read as a part of this POI issued for the project of PP mentioned above.

Thanking you,

Yours faithfully

For and on behalf of M/s. _____

(Name of the POI issuing agency).

()

FORMAT OF THE SURETY BOND FOR BID SECURITY (IN LIEU TOWARDS PBG)

In consideration of the _____[Insert name of the Bidder] submitting the Bid inter alia for establishing Standalone Battery Energy Storage Systems at Goaltore, in Paschim Midnapore, West Bengal of 250 MW/1000 MWh on Build, Own, Operate (BOO) basis, in response to the RFs dated _____ issued by Bidding Agency, and Bidding Agency agreeing to consider such Bid of _____[Insert name of the Bidder] as per terms and conditions of this RFS. The [Insert name of Surety Insurer issuing the surety bond] and address of Head Office] (hereinafter referred to as "Surety Insurer") hereby agrees unequivocally, irrevocably and unconditionally to pay to _____ WBSEDCL or its authorized representative at WBSEDCL forthwith on demand in writing from WBSEDCL or any representative authorized by it in this behalf, any amount up to and not exceeding Rupees _____ Only (Rs _____ Crore) (the "Surety Bond"), on behalf of M/s _____[Insert name Of the Bidder].

This surety bond shall be valid and binding on the Surety Insurer up to and including _____ and shall not be terminable by notice or any change in the constitution Of The Surety Insurer shall not affect or dissolve this surety bond. It is agreed that our liability under this surety bond shall not be discharged by any extension of time or variations or alternations made, given, Or agreed with Or without our knowledge or consent, Or by between concerned parties.

Our liability under this Surety Bond is restricted To Rupees _____ Only (Rs _____ Crore). The Surety Bond shall remain In force until WBSEDCL Or Its authorized representative shall Be entitled To invoke This Surety Bond until preceding _____ [insert Date which Is One Hundred Eighty (180) Days after The date fixed For submission Of bid.

This Surety Bond shall be interpreted in accordance with the laws of India. The Surety Insurer represents that this Surety Bond has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Surety Insurer in the manner provided herein.

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

This Surety Bond shall be a primary obligation of the Surety Insurer and accordingly _____ WBSEDCL or its authorized representative shall not be obliged before enforcing this Surety Bond to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder to enforce any security held by

WBSEDCL or its authorized representative or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.

Notwithstanding anything contained hereinabove, our liability under this surety bond is restricted to Rupees _____ Only (Rs _____ Crore) and it shall remain in force until _____, with an additional claim period of one hundred eighty (180) days thereafter. We are liable to pay the guaranteed amount or any part thereof under this Surety Bond only if WBSEDCL or its authorized representative serves upon us a written claim or demand.

In witness whereof:

Signature: _____

Name: _____

Power of attorney No/ Employee No. as applicable: _____

For: _____ [Insert Name of The Surety-Insurance Company]

Banker's Seal and Full Address, including mailing address of Head Office.

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 Bidding Agency, representing us in all matters before Bidding Agency, and generally dealing with Bidding Agency in all matters in connection with our bid for the said Project. *(To be provided by the Bidding Company or the Lead Member of the Consortium)*
2. **FURTHER RESOLVED THAT** pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the Project. *(To be provided by the Bidding Company)*

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

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

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

And

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

Certified True Copy

(Signature, Name and Stamp of Company Secretary)

Notes:

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

FORMAT 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 ____ 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 Bidding Agency on behalf of WBSEDCL having its Office at Bidyut Unnayan Bhavan 3/C, LA Block, 5th & 6th Floor, Sector-III, Salt Lake City, Kolkata- 700 106 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 WBSEDCL desires to purchase Power under RfS for____(insert title of the RfS);

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

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

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

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

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

We acknowledge that after the execution of BESPA, the controlling shareholding (having not less than 51% of the voting rights and paid-up share capital) in the Project Company developing the Project shall be maintained 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 and commencement of power supply 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 Kolkata 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 WBSEDCL 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 WBSEDCL.
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 WBSEDCL.
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 WBSEDCL.

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

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

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

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

Witnesses:

1) Signature-----

Name: Address:

2) Signature -----

Name: Address:

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

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

Witnesses:

1) Signature -----

Name: Address:

2) Signature -----

Name: Address:

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

(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

Special Secretary,

Department of Power, Govt. of West Bengal

Bidyut Unnayan Bhavan 3/C, LA Block,

5th & 6th Floor, Sector-III, Salt Lake City,

Kolkata- 700 106

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 criteria, by demonstrating a Net Worth of Rs..... Cr. (... in words) as on the last date of Financial Year 2024-25 or as on the date at least 7 (seven) days prior to the bid submission deadline *(Strike out wherever not applicable)*.

This Net Worth has been calculated in accordance with instructions provided in Clause 37.1 of the RfS.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Net Worth 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 (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 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 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 is to be considered	Relationship with Bidding Company* (If any)	Net Worth (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Committed Net Worth (in Rs. Crore)
Company 1					

Total					

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

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Annual Turnover Criteria, by demonstrating an Annual Turnover of INR___(___in words) as on the end of Financial Year 2024-25 or as on the day at least 7 (seven) days prior to the bid submission deadline (choose one). (Strike out if not applicable)

Exhibit (i): Applicable in case of Bidding Company

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

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

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

Exhibit (ii): Applicable in case of Bidding Consortium

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

[Insert name of the Member]

Annual Turnover Requirement to be met by Member in Proportion to the Equity Commitment:

INR -----Crore (Equity Commitment (%) * Rs. [] Crore)

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

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

Total					

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

secretary/chartered accountant is required to be attached with the format

Further, we certify that the Bidding Company/ Member in the Bidding Consortium, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Profit After Tax plus Depreciation criteria as mentioned in the RfS, by demonstrating a Profit After Tax plus Depreciation of INR_(in words) as on the end of Financial Year 2024-25 or as on the day at least 7 (seven) days prior to the bid submission deadline. (Strike out if not applicable)

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Profit After Tax plus Depreciation by Bidding Company and/ or its Affiliate(s) as per following details:

Name of Bidding Company	Name of Affiliate(s) whose Profit After Tax plus Depreciation is to be	Relationship with Bidding Company*	Profit After Tax plus Depreciation (in
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]

Profit After Tax plus Depreciation 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 Profit After Tax plus Depreciation by Member in Bidding Consortium and/ or its Affiliate(s) as per following details:

Name of Consortium Member Company	Name of Affiliate(s) whose Profit After Tax plus Depreciation is to be considered	Relationship with Bidding Company* (If Any)	Profit After Tax plus Depreciation (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Proportionate Profit After Tax plus Depreciation (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)

Firm:

Date:

Membership No.

Regn. No. of the CA’s

Note:

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

UNDERTAKING FOR NOT BEING BLACKLISTED

(To be submitted on the letterhead of the Bidder)

We, hereby provide this undertaking to Department of Power, Govt. of West Bengal (Bidding Agency), in respect to our response to RfS vide RfS No. _____ dated __, that as on __ (Insert bid submission deadline), M/s (insert name of the Bidder), or any of its Affiliates is not a willful defaulter to any lender. We further undertake that as on ____ (insert bid submission deadline), M/s (insert name of the Bidder) & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors have not been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc., or the United Nations or any of its agencies.

(Name and Signature of the Authorized Signatory)

FORMAT 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

Special Secretary,

Department of Power, Govt. of West Bengal

Bidyut Unnayan Bhavan 3/C, LA Block, 5th & 6th

Floor, Sector-III, Salt Lake City, Kolkata- 700 106

Sub: Response to RfS No.____dated__for_____.

Dear Sir/ Madam,

We hereby declare and confirm that 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 and confirm that in terms of the definitions of the RfS, M/s _____(enter name of the Promoter/Promoters) is/are our Promoter(s) and has/have a

direct/indirect Control in the bidding company as per the Companies Act 2013. No other entity has a direct/indirect control in the bidding company except the entity(ies) mentioned above.

We further declare that the above statement is true and correct. We are aware that if at any stage it is found to be incorrect, our response to RfS will be rejected and if LOA has been issued or BESPAs have been signed, the same will be cancelled and the Bank Guarantees will be encashed and recoveries will be effected for the payments done.

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 35.4 of the RfS and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl. 17 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, Bidding Agency on behalf of shall take appropriate action as deemed necessary.

Dated the ____ day of __, 20__.

Thanking you,

We remain,

Yours faithfully,

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

FORMAT 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,
Special Secretary,
Department of Power, Govt. of West Bengal
Bidyut Unnayan Bhavan 3/C, LA Block, 5th & 6th
Floor, Sector-III, Salt Lake City, Kolkata- 700 106

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 and correct. We are aware that if at any stage it is found to be incorrect, our response to RfS will be rejected and if LOA has been issued or BESPA has been signed, the same will be cancelled and the Bank Guarantees will be encashed and recoveries will be effected for the payments done.

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 35.4 of the RfS and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl. 17 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, Bidding Agency 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.

DECLARATION

**RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES: MoF
OMF.7/10/2021-PPD (1) dated 23.02.2023**

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

Ref. No. _____

Date: _____

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

Tel:

Fax:

E-mail address:

To
Special Secretary,
Department of Power, Govt. of West Bengal,
Bidyut Unnayan Bhavan 3/C, LA Block, 5th & 6th
Floor, Sector-III, Salt Lake City, Kolkata- 700 106

Sub: Response to RfS No dated for the tender
for

Dear Sir/ Madam,

This is with reference to attached order vide OM No. F.7/10/2021-PPD (1) dated 23.02.2023 including subsequent amendments and clarifications thereto issued by Department of Expenditure, Ministry of Finance, Govt of India.

We are hereby submitting the following declaration in this regard:

"I/We have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if

from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]."

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

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

Thanking you,

We remain,

Yours faithfully,

Encl: OM dated 23.02.2023, as referred above

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

FORMAT FOR TECHNICAL CRITERIA

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

Ref. No. ____

Date: _____

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

Tel:

Fax:

E-mail address:

To,

Special Secretary,

Department of Power, Govt. of West Bengal

Bidyut Unnayan Bhavan 3/C, LA Block, 5th & 6th

Floor, Sector-III, Salt Lake City, Kolkata- 700 106

Sub: Response to RfS No dated for the tender

Dear Sir/ Madam,

We hereby undertake to certify in line with Clause 20 under the title “Financial Closure” that the following details shall be furnished within 9(nine) months from Effective Date of the BESPA.

1. Evidence of achieving complete-tie-up of the Project Cost through internal accruals or through a Financing Agency.
2. 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

1	Name of Bidding Company/ Lead Member of Bidding Consortium	
2	Location of BESS Project	Goaltore Substation, P568+RHC, Goaltore, Bandhi, Paschim Midnapore, West Bengal 721128.
3	Project Capacity proposed	250 MW/1000 MWh
4	Technology Proposed to be adopted for the Project	

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 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#:

Email address:

To,

Special Secretary,

Department of Power, Govt. of West Bengal

Bidyut Unnayan Bhavan 3/C, LA Block, 5th & 6th

Floor, Sector-III, Salt Lake City, Kolkata - 700106

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/ our firm for setting up a Battery Energy Storage System Project for a capacity of 250 MW/1000 MWh at Goaltore Substation, P568+RHC, Goaltore, Bandhi, Paschim Midnapore, West Bengal 721128 of WBSEDCL as Bidder.

I/We agree that this offer shall remain valid for a period up to the date as on 12 months from the due date of submission of the response to RfS and 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. *If the Bidder submits the financial bid in the Electronic Form at TCIL portal not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.*
2. *Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.*
3. *In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.*
4. *Tariff should be in Indian Rupee in whole numbers only (no decimal places allowed).*

Format 7.12

PRELIMINARY ESTIMATE OF COST OF BATTERY ENERGY STORAGE SYSTEM PROJECT

(Disclaimer: It is clarified that the data submitted as part of this Format is for WBSEDCL's records only and will have no bearing on the BESSD's claims against Change in Law or any other provisions of the BESPA. Please refer to Annexure-A of this RfS for detailed project requirement.)

Project Capacity: 250 MW/1000 MWh

Location: Goaltore Substation, P568+RHC, Goaltore, Bandhi, Paschim Midnapore, West Bengal 721128.

S. No.	Equipment	Estimated Rate (in Lakh INR) (in figures)	Estimated Applicable Taxes and Duties¹ (in %)	Estimated Total Cost (in Lakh INR) (in figures)
1	132 kV HT Switchgear Panel (Standalone Breaker)			
2	Battery Energy Storage Container			
3	Bidirectional Power Conversion System			
4	Evacuation Cost up to Delivery Point (Cables and Inverter Duty Transformer)			
5	Communicable meters (DC energy meter, AC Energy meter, AUX meter)	-	-	
6	Battery racks/module	-	-	

¹ Detailed breakup of applicable taxes and duties to be submitted by BESSD to WBSEDCL

S. No.	Equipment	Estimated Rate (in Lakh INR) (in figures)	Estimated Applicable Taxes (in %)	Estimated Total Cost (in Lakh INR) (in figures)
7	BMS	-	-	
8	HVAC (cooling system)	-		
9	Fire Protection System	-	-	
10	Energy Management System			
11	Human Machine Interface	-	-	
12	Civil and General Works			
13	Preliminary and Pre-Operative Expenses including IDC and Contingency			
14	Any other (Please specify)			
15	Total Project Cost			

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 FOR TECHNICAL UNDERTAKING – COMPLIANCE WITH
TECHNICAL & REGULATORY REQUIREMENTS**

(To be submitted on the Letterhead of the Bidding Company / Lead Member of Consortium)

Ref. No.: _____

Date: _____

From:

(Insert name and address of Bidding Company/Member of Consortium)

Tel#: _____

Fax#: _____

E-mail Address#: _____

To,

Special Secretary,

Department of Power, Govt. of West Bengal Bidyut Unnayan

Bhavan 3/C, LA Block, 5th & 6th Floor, Sector-III, Salt Lake

City, Kolkata- 700 106

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

Dear Sir/Madam,

We hereby undertake and confirm that we have thoroughly read, understood, and accepted all Clauses mentioned in **Annexure-A: “Technical and Regulatory Requirements to be followed for Battery Energy Storage Systems (BESS)”** issued as part of the above-referred RfS document.

We acknowledge that the technical, safety and regulatory provisions mentioned in the said Annexure-A shall be fully adhered to, and no deviation shall be sought or assumed during or after the bidding process.

We understand that any failure or delay on our part in fulfilling the conditions in Annexure-A shall constitute sufficient grounds for action as per the provisions of the RfS.

Dated this ____ day of _____, 2025.

Thanking you,

We remain,

Yours faithfully,

[Signature]

Name: _____

Designation: _____

Seal: _____

(Authorized Signatory as per Power of Attorney / Board Resolution /Declaration)

INTEGRITY PACT

Between WBSEDCL (hereinafter referred to as "The Employer ")

and

..... (herein after referred
to as "The Bidder")

and ... (herein after referred
to as "JV Partner/ Consortium Members" (if applicable)

Preamble

The Employer invites the bids from all eligible Bidders and intends to enter into Contract for with the Successful Bidder, as per organizational systems and procedures. The Employer values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Employer will appoint Independent External Monitor(s) (IEM), who will monitor the bidding process and the execution of the Contract for compliance with the principles mentioned above.

Section 1: Commitments of the Employer

1. The Employer Commits itself to take all measures necessary to prevent corruption and to observe the following principles in this regard: -

- a) No employee of the Employer, either in person or through family members including relatives, will in connection with the bidding for or the execution of a Contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled to.
- b) The Employer shall, during the bidding process treat all Bidders with equity and reason. The Employer will, in particular, before and during the bidding process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the bidding process or the Contract execution.
- c) The Employer will exclude from the process all known prejudiced persons.

2. If the Employer obtains information on the conduct of any of its employees which is a

criminal offence under the IPC/PC Act or if there be a substantive suspicion in this regard, the Employer will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2: Commitments and Undertakings by the Bidder

1. The Bidder/Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the bidding process and during the execution of the contract:

- a) The Bidder/ Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the Employer associated with the bidding process or the execution of the contract or to any third person on their behalf any material or immaterial benefit which he/she is not legally entitled, in order to obtain in exchange any advantage of any kind whatsoever during the bidding process or during the execution of the contract.
- b) The Bidder/ Contractor undertakes not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
- c) The Bidder/Contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Contractor will not use improperly, any information or document provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically for purposes of competition or personal gain and will not pass the information so acquired on to others.
- d) The Bidder/ Contractor, when presenting his bid, undertakes to disclose any and all payments made, or is committed to or intends to make to agents, brokers or any other intermediaries in connection with the bidding process and / or award of the contract.
- e) The Foreign Bidder/ Contractor, when presenting his bid, undertakes to disclose the name and address of agents and representative in India. Further, Indian Bidder/ Contractor when presenting his bid, undertakes to disclose the name and address of its foreign principals or associates.

2. The Bidder/ Contractor will not instigate and allure third persons/parties to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from Bidding Process and Exclusion from Future Contracts

1. If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility as Bidder into question, the Employer shall be entitled to disqualify the Bidder(s)/ Contractor(s) from the bidding process or to terminate the contract, if signed on that ground.
2. If the Bidder/ Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Employer shall be entitled to exclude including blacklist and put on holiday the Bidder/ Contractor for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Employer taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a period not exceeding two (02) years.
3. A transgression is considered to have occurred if the Employer after due consideration of the available evidence concludes that no reasonable doubt is possible.
4. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Employer's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
5. Subject to full satisfaction of the Employer, the exclusion of Bidder/ Contractor could be revoked by the Employer if the Bidder/ Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Section 4: Compensation for Damages including Forfeiture of Earnest Money Deposit/ Security Deposit/ Performance & Advance Bank Guarantees

1. If the Employer has disqualified the Bidder/ Contractor from the bidding process or has terminated the contract pursuant to Section 3, the Employer shall forfeit the Earnest Money Deposit/Bid Security, encash Contract Performance Bank Guarantees in addition to excluding the Bidder from the future award process and terminating the contract.
2. In addition to 1 above, the Employer shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor's Default.

Section 5: Previous Transgressions

1. The Bidder swears on oath that no previous transgression impinging on anti-corruption principles / any malpractice as mentioned in Section-2 has occurred in the last three years immediately before signing of this Integrity Pact, with any other company / any Public Sector Enterprise/ Undertaking in India / any Government Department in India.
2. If the Bidder makes incorrect statement on previous transgression as mentioned above in para 1, Bidder can be disqualified from the bidding process or the contract, if already awarded, can be terminated on this ground.

Section 6: Company Code of Conduct

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company.

Section 7: Independent External Monitors (IEM)

1. The Employer will appoint competent and credible Independent External Monitor for this Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He shall report to CEO of the Employer or a person authorized by him.
3. The Bidder/Contractor accepts that the IEMs have the right to access without restriction to all Project documentations of the Employer including that provided by the Contractor. The Contractor will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The IEMs are under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-Contractors/ JV partners/Consortium member with confidentiality.
4. The Employer will provide to the IEMs sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Employer and the Contractor. The parties offer to the IEMs the option to participate in such meetings.
5. As soon as the IEMs notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Employer (CEO of the Employer or a person authorized by him) and request to discontinue or to take corrective action, or to take other relevant action. The IEMs can in this regard submit non-binding recommendations. Beyond this, the IEMs has no right to

demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, Independent External Monitor shall give an opportunity to the Bidder/contractor to present its case before making its recommendations to the Employer.

6. The IEMs will submit a written report to CEO of the Employer, or a person authorized by him within 30 days from the date of reference or intimation to him by the Employer and, should the occasion arise, submit proposals for correcting problematic situations.

7. The Bidder / Contractor accepts that they shall not approach courts while the matter / complaint / dispute has been referred to the IEM in terms of this pact and they shall await IEM's decision before approaching any Court.

8. If the IEMs have reported to CEO of the Employer or a person authorized by him a substantiated suspicion of an offence under relevant IPC/ PC Act, and he has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

9. The word " IEM" will include Singular or Plural.

Section 8 Pact Duration

This Pact comes into force from the date of signing by all the parties. It shall expire for the Contractor 12 months after the last payment under the respective Contract, and for all other unsuccessful Bidders 6 months after the Contract has been awarded.

Section 9 Miscellaneous Provisions

1. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

2. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

3. If the Contractor is a JV partnership / Consortium, this agreement must be signed by all the partners of JV / Consortium Partners as the case may be. The Parties hereby sign this Integrity Pact at on this day of 20

Employer
Witness

Bidder/Contractor
Witness

Joint Venture Partner(s)
Witness

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 / UN38.3	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.

Standard/ Code (or equivalent Indian Standards)	Description	Certification Requirements
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: <ol style="list-style-type: none"> 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

Power Conditioning Unit Standards for BESS	
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 labor 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 Centers

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

7. Warranty

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

8. Performance Monitoring

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

- a) The BESSD must install necessary equipment to continuously measure BESS operating parameters (including but not limited to voltage, current, ambient conditions etc.) as well as energy input into and energy output from the BESS along with Metering arrangement in accordance with extant regulations. They will be required to submit this data to WBSEDCL 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 WBSEDCL/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 WBSEDCL/ MNRE. This time series data shall be available from the Project SCADA system to facilitate monitoring and should include among others as stated before, below parameters to facilitate daily, monthly and annual Report for performance monitoring.

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

9. Other necessary criteria

- a) BESS shall be capacity of operating in the frequency range of 47.5 Hz to 52 Hz and be able to deliver rated output in the frequency range of 49.5 Hz to 50.5 Hz.
- b) BESS shall be capacity of operating when voltage at the interconnection point on any or all phases dips/rises to the high or low levels. The levels applicable for wind/solar inverter-based generation may be referred as available in Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations.
- c) The BESS performs regulations in one or several pre-defined ways (e.g. regulating its own output power according to the orders given by SCADA system) to achieve an active power balance between generation and demand to maintain the power system frequency within a reasonable range.
- d) BESS shall operate to maintain voltages as per specified voltage ranges in Grid standards. BESS shall have feature to detect the voltage of interconnection point, and regulate voltage independently. The response time of the BESS shall not exceed the value specified in relevant standards or grid codes.
- e) BESS shall operate in a manner to promote the power system reliability and improve the power quality. When power quality problems, such as voltage dip, flicker, unsatisfactory power factor, etc., occur in power system, the BESS could eliminate these problems by flexible active and reactive power output in this function.
- f) The BESS shall provide reliable protection and not be limited to as an overvoltage/under-voltage protection, overcurrent protection, low-temperature/over-temperature protection of battery, DC insulation monitoring, etc.
- g) BESS is required to have the following basic functions:
 - Monitoring: Monitor operational parameters, equipment status and communication status, alarm and faults of main equipment and BESS system, etc.
 - 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.
 - Control: Including control mode and parameter setting with

SLDC/RLDC/NLDC.

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

10. Safe Disposal of unit Batteries from the BESS

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

Annexure – B

CHECK LIST FOR FINANCIAL CLOSURE

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

(RfS No. _____ dated _____)

Last Date for submission of documents related to Financial Closure – _____

(9 months from Effective Date of BESPA)

Project Company Name _____

Project ID:- _____

LOA No. - _____, Dtd. - _____

Effective Date of BESPA - _____

Scheduled Commissioning Date: - _____

1. Financial Closure -(Clause 20 of the RfS, including subsequent amendments & clarifications)

Details	Presently given in BESPA
Location	
Technology	
Project Cost	Certificate to show the cost of the project and its break-up in debt and equity (to be enclosed as Annexure-I)

<p>Certificate from all financial institutions</p>	<p>In case of tie up through Bank / Financial Institutions: -</p> <p>(a) Document from Bank / Financial Institutions certifying arrangement of necessary funds by way of sanction of Loan.</p> <p>(b) Facility Agreement with lenders/financiers to provide the required debt as mentioned above (to be enclosed as Annexure-II).</p> <p>In case of Internal Resources: -</p> <p>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-II).</p>
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Note: -

- (i) Copy of Final Detailed Project Report (DPR) is to be enclosed as **Annexure – III A**.
 - (ii) Undertaking by the Project Company that all Consents, clearances and permits required for implementing the Project as per the terms of BESPAs have been obtained is to be enclosed as **Annexure – III B**
2. Copy of Agreement/ MOU entered into / Purchase Order with acceptance, for the supply of Plants and Equipment (to be enclosed as Annexure-IV)
 3. Technical Parameters of the Project (Clause 36 of the RfS)
 - 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-V A)
 - Proposed Project configuration as part of DPR of the Project (to be enclosed as Annexure-V)
 4. Ownership of the BESSD: Latest Shareholding Pattern of the Project Company (including Compulsorily Convertible Debentures (CCDs), Compulsorily Convertible

Preferential Shares (CCPS) of the Project Company certified by Chartered Accountant
(to be enclosed as Annexure VI A)

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

Note: Shareholding pattern is to be submitted by the Project Company, as and when requisitioned for by WBSEDCL.

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

DRAFT

BATTERY ENERGY STORAGE PURCHASE AGREEMENT

FOR

**PROCUREMENT OF 250 MW/ 1000MWh ON
LONG TERM BASIS**

Between

... [Insert Name of BESSD]

And

**West Bengal State Electricity Distribution Company Limited
(WBSEDCL)**

... [Insert month and year]

This Battery Energy Storage Purchase Agreement is made on the[Insert date]
day of

.....[Insert month] of [Insert year] at [Insert place]

Between

..... [Insert name of the BESSD], a Company incorporated under the
Companies Act 1956 or Companies Act 2013, having its registered office at
..... [Insert address of the registered office of BESSD] (hereinafter referred
to as **“Battery Energy Storage System Developer” or “Storage Project
Developer” or “BESSD”**, which expression shall, unless repugnant to the context

or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the **First Part**;

And

WBSEDCL (CIN-___),, a Company incorporated under the Companies Act 2013, having its registered office at Vidyut Bhavan, Block- DJ, Sector-II, Bidhannagar, Kolkata-700091 (hereinafter referred to as “**WBSEDCL**”, or “**Procurer**” or “**Buyer**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assignees) as a Party of the **Second Part**;

The BESSD and WBSEDCL 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 and its subsequent amendments thereto (“**Guidelines**”).
- B. Department of Power, Govt. Of West Bengal (here in referred as Bidding Agency) on behalf of WBSEDCL had initiated a Tariff Based Competitive Bid Process for development of 250MW/1000 MWh with Additional Greenshoe Option of 250 MW/1000MWh¹ of Battery Energy Storage connected to the WBSEDCL Distribution Network on the terms and conditions contained in the Request for Selection Documents (herein after referred to as ‘RFS’) issued by Bidding Agency on behalf of WBSEDCL vide RfS No ...Dated ...including its subsequent amendments and clarifications, if any.
- C. [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], for development, and supply of BESS Capacity from the 250 MW/1000 MWh Project and to be established by BESSD considered as embedded in

¹ Strikeout if Greenshoe is not offered.

WBSEDCL's distribution network at Goaltore Substation, West Midnapore, West Bengal of WBSEDCL.

- D. WBSEDCL has issued the Letter of Award No..... dated in favour of the _____[Insert name of the Bidding Company] for development and establishment of the ----- MW/----- MWh "Project" or "BESS" at a location provided at in the State of West Bengal as per the terms and conditions contained in the RfS, and this Battery Energy Storage Purchase Agreement ("BESPA") circulated at the time of the bidding and other bidding documents as well as the conditions contained in the Letter of Award.
- E. WBSEDCL has agreed to purchase such Battery Energy Storage Capacity from the BESSD as per the provisions of the above said Guidelines, RfS and this Agreement signed between WBSEDCL and BESSD.
- F. In terms of the RfS and the Bidding Documents, the BESSD has furnished the Performance Bank Guarantee/ Payment on Order Instrument/ Surety Bond dated bearing no..... in the sum of Rs.....([in words]) in favour of WBSEDCL as per the format provided as a part of the Bidding Documents and a copy of the Bank Guarantee/ Payment on Order/ Surety Bond Instrument provided in Schedule – 1 to this Agreement.
- G. BESSD has fulfilled the terms of the RfS Documents and the terms of the Letter of Award for signing this Battery Energy Storage Purchase Agreement as a definitive agreement for developing the "Project" (or "BESS") of MWh atin the State of West Bengal for making 100% offtake Battery Energy Storage Capacity by the BESSD to WBSEDCL;
- H. Post Competition of Bidding Process and before Commercial operation date, WBSEDCL may inform the BESSD regarding availability of any VGF amount in consultation with Bidding Agency and BESSD shall agree to reduce the winning bid value by INR 0.40 Lakh/MW/month for the purpose of payment during actual delivery of power to WBSEDCL. A supplementary agreement shall be signed to effect this revision.

- 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 Award in regard to the terms and conditions for development of the Project at, [Insert name of state] on Build, Own, Operate (**BOO**) basis and for making available such Battery Energy Storage Capacity by the BESSD to WBSEDCL.

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”	<p>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;</p> <ul style="list-style-type: none">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 $X=100\% / (12 * \text{Term of BESPA})$) thereof at the commencement of each month following the COD and the amount so arrived at shall be revised to the extent of variation in WPI occurring between the COD and the Reference Date;

	<p>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.</p>
<p>“Affiliate”</p>	<p>shall mean a company that, directly or indirectly,</p> <ul style="list-style-type: none"> i. controls, or ii. is controlled by, or iii. is under common control with, such company developing, its parent or ultimate parent company or a Member in a Consortium. <p>“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.</p>
<p>“Agreement” or "Battery Energy Storage Purchase Agreement" or “Storage Capacity Agreement” "SCA" or “BESPA”</p>	<p>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;</p>
<p>"Appropriate Commission"</p>	<p>Unless otherwise stated or the context requires, Appropriate Commission shall mean Central Electricity Regulatory Commission (CERC) or West Bengal Electricity Regulatory Commission (“WBERC”) as applicable;</p>

“Monthly Availability”	For a particular Month, “Monthly Availability” shall be the availability of the Contracted BESS capacity during that particular Month, 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 WBSEDCL, a day other than Sunday or a statutory holiday, on which the banks remain open for business in Kolkata;
“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;
“Change in Law”	shall have the meaning ascribed thereto in Article 12 of this Agreement;
“Commissioning”	The Project will be considered as commissioned if all equipment as per rated Project Capacity has been installed, synchronized with Grid demonstrated all required parameters as per procedure in Schedule 3 of this Agreement.
“Commercial Operation Date (COD)”	shall mean the date of next day on which the Project Capacity or the last part capacity of the Project (as the case may be) has achieved successful commissioning (as per provisions of this Agreement and RfS Document).
“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;

<p>“Consents, Clearances and Permits”</p>	<p>shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the Project and providing energy storage facility under this Agreement;</p>
<p>“Consultation Period”</p>	<p>shall mean the period of ninety (90) days or such other longer period as the Parties may agree, commencing from the date of issuance of a BESSD Preliminary Default Notice or WBSEDCL 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;</p>
<p>“Contract Year”</p>	<p>shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that:</p> <ul style="list-style-type: none"> (i) in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and (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 250 MW / 1000 MWh, which is the Energy Storage Capacity contracted with WBSEDCL for supply by the BESSD to WBSEDCL at the Delivery Point from the Project.
"Controlling Shareholding"	shall mean more than 50% of the voting rights and paid-up share capital in the Company/ Consortium.
"Day"	shall mean a day, if not a Business Day, the immediately succeeding Business Day.
"Debt Due"	<p>shall mean the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date:</p> <ul style="list-style-type: none"> 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 shall mean the aggregate of the following sums expressed in Indian Rupees outstanding on 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: <ul style="list-style-type: none"> (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

	<p>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.</p> <p>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.</p>
“Delivery Point”	<p>shall mean 132 kV switchboard of WBSEDCL’s, where the power to/from the Project is injected/delivered from/into the WBSEDCL network (including the dedicated line(s) connecting the Project with the substation system) as specified in the RfS.</p> <p>Metering shall be done at this interconnection/delivery 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 WBERC or (and) CEA (Installation and Operation of Meters) Regulations 2006 as amended or revised from time to time, or orders passed thereunder by the Appropriate Commission or CEA.</p>

	<p>Subject to provisions of this Agreement, for the Contracted Capacity, all charges and losses for charging, up to the Delivery Point, shall be to the account of WBSEDCL and any charges / losses, beyond the Delivery Point up to the BESS, shall be borne by the BESSD.</p> <p>Similarly, for the Contracted Capacity, during discharging, all charges, and losses, from BESS up to the Delivery Point, shall be to the account of BESSD and any charges / losses, beyond the Delivery Point shall be borne by WBSEDCL.</p> <p>However, the grid operation related charges e.g. charges for deviation settlement mechanism, reactive power charges etc. at the delivery point shall be borne by the BESSD.</p>
“Dispute”	shall mean any dispute or difference of any kind between WBSEDCL 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 forty-fifth (45 th) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by WBSEDCL or, if such day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by the WBSEDCL.
“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 energy account arrived through, Joint Meter Reading (JMR) by WBSEDCL and BESSD;
“Event of Default”	shall mean the events as defined in Article 13 of this Agreement;
“Expiry Date”	Shall mean the date occurring as on Fifteen (15) 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 WBSEDCL for a period up to 15 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. The Expiry Date for this Agreement shall be;
“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 WBSEDCL;
"Force Majeure" “Force Majeure Event”	shall have the meaning ascribed thereto in Article 11 of this Agreement;

;

“Guidelines” or “Scheme”	shall mean the Guidelines for “Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services” issued by the Ministry of Power vide Gazette Resolution dated 10 th 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 WBERC, 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 Government of India, Government of the state of West Bengal and any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or the above state Government or both, any political sub-division of any of them; including any court or Appropriate Commission(s) or tribunal or judicial or quasi-judicial body in India;
“Insurances”	shall mean the insurance cover to be obtained and maintained by the BESSD in accordance with Article 8 of this Agreement;
"Interconnection Facilities"	shall mean the facilities on BESSD’s side of the Delivery Point for scheduling, transmitting and metering the electrical output in accordance with this Agreement and which shall include, without limitation, all other transmission lines and associated

	equipment, transformers, relay and switching equipment and protective devices, safety equipment and RTU, Data Transfer and Acquisition facilities for transmitting data subject to Article 7, the Metering System required for supply of power as per the terms of this Agreement;
“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 have same meaning as defined in RfS Document;
“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 Commission;
“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;
“Monthly Availability”	For a particular Month, “Monthly Availability” shall be the average availability of the Contracted BESS capacity during that particular Month, calculated as per the RfS;
"Party" and "Parties"	shall have the meaning ascribed thereto in the recital to this Agreement;
“Payment on Order Instrument” or “POI”	shall mean the irrevocable unconditional letter of undertaking issued by either of the three institutions, viz., (i) Indian Renewable Development agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited., as an alternative to submission of Performance Bank Guarantee by the BESSD to WBSEDCL, issued in the form attached hereto as Schedule 1;
“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 WBSEDCL in the form attached hereto as Schedule1;
“Battery Energy Storage Project” or “Project” or “BESSPROJECT”, “Battery Energy Storage Systems” or	shall mean the system(s)/project of 250 MW/ 1000 MWh, considered as embedded in WBSEDCL’s distribution network located at Goaltore at Paschim Medinipur, West Bengal for delivery of up to 250 MW AC into the WBSEDCL network at Delivery/Interconnection/Metering point by utilizing methods and technologies such as electrochemical

“BESS”	<p>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 (e.g. grid support etc.).</p> <p>It also includes all units and auxiliaries, Battery Management System, Energy Management System including associated applications / software; bay/s for transmission system in the switchyard, dedicated line(s) up to the Delivery Point and all the other assets, buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generation facility; whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of above mentioned Battery Energy Storage Capacity as per this Agreement;</p>
“Preliminary Default Notice”	<p>shall have the meaning ascribed thereto in Article 13 of this Agreement;</p>
“Project Capacity”	<p>Shall mean 250 MW/ 1000 MWh of BESS, which [Insert name of BESSD] is required to set up on BOO basis and supply such Battery Energy Storage Capacity as per provisions of this Agreement read harmoniously with RfS Documents and LOA.</p>
"Prudent Utility Practices"	<p>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:</p>

	<p>a) operation and maintenance guidelines recommended by the manufacturers of the plant and equipment to be installed / used for the Project;</p> <p>b) the requirements of Indian Law; and the physical conditions at the site of the Project;</p> <p>Installation, Operation, Maintenance and Safety Guidelines / Rules / Regulations for BESS/ Projects / Power Projects issued by Central Government Instrumentality;</p>
“RBI”	shall mean the Reserve Bank of India;
“Rebate”	shall have the same meaning as ascribed thereto in Article 10.3.5 of this Agreement;
"RLDC"	shall mean the relevant Regional Load Dispatch Centre established under Sub-section (1) of Section 27 of the Electricity Act, 2003;
“RPC”	shall mean the relevant Regional Power Committee established by the Government of India for a specific region in accordance with the Electricity Act, 2003 for facilitating integrated operation of the power system in that region;
"Rupees", "Rs.", “₹”	shall mean Indian rupees, the lawful currency of India;
“Scheduled Commissioning Date” or “SCD” of the Project	shall mean [Insert Date];
“SERC”	shall mean the Electricity Regulatory Commission of any State in India constituted under Section-82 of the Electricity Act, 2003 or its successors, and includes a Joint Commission constituted under

	Subsection (1) of Section 83 of the Electricity Act 2003;
“SLDC”	shall mean the center established under Sub-section (1) of Section 31 of the Electricity Act 2003, relevant for the State(s) where the Delivery Point is located;
“SLDC Charges”	shall mean the charges levied by the SLDC of the state wherein the Project is located;
“Procurer”	shall mean West Bengal State Electricity Distribution Company Limited);
“State Transmission Utility” or “STU”	shall mean “West Bengal State Electricity Transmission Company Limited”.
"Tariff" or “Applicable Tariff”	Shall have the same meaning as provided for in Article 9 of this Agreement;
"Tariff Payment"	shall mean the payments to be made under Monthly Bills as referred to in Article 10 and the relevant Supplementary Bills;
“Termination Notice”	shall mean the notice given by either Parties for termination of this Agreement in accordance with Article 13 of this Agreement;
"Term of Agreement"	shall have the meaning ascribed thereto in Article 2 of this Agreement;
“Unit/ Part Commissioning”	Subject to the compliance of conditions / procedure as detailed under Schedule-3 of this Agreement, Unit / Part Commissioning shall mean the Energy Storage Power Capacity (AC MW/ AC MWh) to be commissioned as per provisions of this Agreement and RfS document. Subject to other applicable provisions, the minimum part commissioning

	capacity for the 1st part will be 50% of MWh capacity at the project Location. The total number of installments / phases / parts in which a Project can be commissioned will be not more than 2, i.e., 1st Part of 50% of MWh capacity of the project and maximum one subsequent part.
Unit Commercial Operation (UCOD)”	shall mean the date as on the next day of commissioning of the respective part(s) of the Battery Energy Storage Project subsequent to the demonstration of the compliance of commissioning as per this Agreement and witnessed by the Committee (as applicable) duly constituted and also start of injection / drawl and scheduling of power from the BESS at the Delivery Point and availability / installation of all necessary arrangements / equipment including Remote Terminal Unit (RTU)for scheduling of power generated from the Project and transmission of data to the concerned authority as per applicable regulation;
VGF	Shall mean Viability Gap Funding is financial support as per MoP’s scheme/ any other Central/ State Government Scheme
“WBERC”	Shall mean “West Bengal Electricity Regulatory Commission”
"Week"	shall mean a calendar week commencing from 00:00 hours of Monday, and ending at 24:00 hours of the following Sunday;

1.2 Interpretation

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

- 1.2.1.** “Agreement” shall be construed as including a reference to its Schedules and/or Appendices and/or Annexures;

- 1.2.2.** An "Article", a "Recital", a "Schedule" and a "paragraph / clause" shall be construed as a reference to an Article, a Recital, a Schedule and a paragraph/clause respectively of this Agreement;
- 1.2.3.** A "crore" means a reference to ten million (10,000,000) and a "lakh" means a reference to one tenth of a million (1,00,000);
- 1.2.4.** An "encumbrance" shall be construed as a reference to a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect;
- 1.2.5.** "Indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- 1.2.6.** A "person" shall be construed as a reference to any person, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests;
- 1.2.7.** "Rupee", "Rupees", "Rs" or new rupee symbol "₹" shall denote Indian Rupees, the lawful currency of India;
- 1.2.8.** The "Winding-up", "dissolution", "insolvency", or "reorganization" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the Law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, Winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;
- 1.2.9.** Words importing the singular shall include the plural and vice versa;
- 1.2.10.** This Agreement itself or any other agreement or document shall be construed as a reference to this or to such other agreement or document as it may have been, or may from time to time be, amended, varied, novated, replaced or supplemented;
- 1.2.11.** A Law shall be construed as a reference to such Law including its amendments or re- enactments from time to time;

- 1.2.12.** A time of day shall, save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time;
- 1.2.13.** Different parts of this Agreement are to be taken as mutually explanatory and supplementary to each other and if there is any inconsistency between or among the parts of this Agreement, they shall be interpreted in a harmonious manner so as to give effect to each part;
- 1.2.14.** The tables of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement;
- 1.2.15.** All interest, if applicable and payable under this Agreement, shall accrue from day to day and be calculated on the basis of a year of three hundred and sixty- five (365) days;
- 1.2.16.** The words “hereof” or “herein”, if and when used in this Agreement shall mean a reference to this Agreement;
- 1.2.17.** The terms “including” or “including without limitation” shall mean that any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided;
- 1.2.18.** This Agreement and other documents such as Request for Selection Documents, Guidelines including subsequent clarifications, amendments and further clarifications in regard to the tender shall be read in conjunction with each other and interpreted in harmonious manner. However, in case of any mismatch/contradiction between provisions of different documents, following shall be the order of precedence:
1. Battery Energy Storage Purchase Agreement
 2. RfS Document & Letter of Award
 3. Right of Use Agreement

ARTICLE 2: TERM OF AGREEMENT

2.1 Effective Date

- 2.1.1** This Agreement shall come into effect from _____ 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, WBSEDCL shall obtain adoption of tariff from WBERC, on the terms and conditions contained in this Agreement read. The Parties agree that in the event, the order of adoption of tariff as mentioned above is not issued by the WBERC within the time specified above, the provisions of Article 2.1.4 shall apply.
- 2.1.4** In case the order from the WBERC 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 WBERC 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 WBERC order has been delayed beyond such period as specified in Article 2.1.3.

2.2 Term of Agreement

- 2.2.1** Subject to Article 2.3 and 2.4 of this Agreement, this Agreement shall be valid for a term of fifteen (15) Years from the Effective Date until the Expiry Date.
- 2.2.2** Upon the expiration of this fifteen-year term, full and unencumbered ownership of both the land and the Battery Energy Storage System (BESS) shall automatically revert to WBSEDCL at Re. 1 subject to the provision of Article 2.2.4.

- 2.2.3** At the Expiry Date, the BESSD would be required to demonstrate the operational residue BESS capacity of not less than 70% of the total Project Capacity. Such capacity demonstration shall be made by the BESSD at the beginning of the 15th Contract Year as per the procedure for capacity demonstration detailed under Commissioning Procedure and shall be witnessed by a committee having WBSEDCL representatives.
- 2.2.4** In case BESSD fails to demonstrate operational residue capacity as per Clause 2.2.3 above, BESSD at its own risk and cost shall augment the BESS capacity to not less than 70% of the Project Capacity within 90 days of demonstration made as per Article 2.2.3 above, failing which cost estimated by the WBSEDCL through a competitive bidding process organized by Bidding Agency on behalf of WBSEDCL for such augmentation of BESS shall be recovered from the tariff payable for the balance Term. Moreover, in case of non-payment of any aforementioned balance dues / compensation / penalty, WBSEDCL may debar the BESSD and Bidding Company including its Group Companies from participating for a period of 2 years in any of the Bidding Process conducted by Bidding Agency on behalf of WBSEDCL.

2.3 Early Termination

- 2.3.1** This Agreement shall terminate before the Expiry Date if either WBSEDCL 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 WBSEDCL:

- (i) BESSD's own cost and risk by.....[Enter the date as on Nine (9) Months after the Effective Date] BESSD shall make Project financing arrangements (i.e. *arrangement of necessary funds by the Battery Energy Storage System Developer towards 100 % project cost either by way of commitment of funds by the Company from its internal resources (by a resolution passed by the Board of Directors) and/or tie up of funds through a bank/financial institution by way of sanction of a loan or firm commitment letter agreeing to finance and Facility Agreement with the lender / financier*) for Project and shall provide necessary certificates to WBSEDCL in this regard;
- (ii) Preparation of Detailed Project Report (DPR) of the Project, detailing out project configuration and proposed commissioning schedule of the Project.
 - a) The BESSD shall also submit to WBSEDCL the relevant documents as stated above and the documents as specified in the Annexure-B of the RfS, complying with the Conditions Subsequent, within Nine (9) months from the Effective Date.
 - b) The BESSD will have to submit the required documents to WBSEDCL at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, WBSEDCL shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.

3.2 Consequences of Non-Fulfilment of Conditions Subsequent and Financial Closure

- 3.2.1** In case of a failure to submit the documents as above, WBSEDCL shall encash the Performance Bank Guarantee/Payment on Order Instrument/ Surety Bond submitted by the BESSD, terminate this Agreement by giving a notice to the BESSD in writing of at least seven (7) days, unless the delay (subject to the condition that BESSD has made/ is making all possible efforts) is on account of delay in allotment of Land by the WBSEDCL and not owing to any action or inaction on the part of the BESSD or caused due to a Force Majeure. Unless extended as per provisions of Article 3.2.2 of this Agreement in writing, the termination of the Agreement shall take effect upon the expiry of the 7th day of the above notice.
- 3.2.2** An extension, without any impact on the Scheduled Commissioning Date, can however be considered, on the sole request of BESSD, on payment of Rs. 1000/- per day per MW to WBSEDCL. Such extension charges are required to be paid to WBSEDCL in advance, for the period of extension required. In case of any delay in depositing this extension charge, BESSD shall pay an interest on this extension charge for the days lapsed beyond due date of Financial Closure @ SBI-MCLR (1Year). In case such delay in making payment of the extension charges to WBSEDCL is more than 7 days, the termination of the Agreement shall take effect upon the expiry of such 7th day. This amount will go into the WBSEDCL Designated Account. In case of the BESSD meeting the requirements of conditions subsequent and financial closure before the last date of such proposed delay period, the remaining amount deposited by the BESSD shall be returned by WBSEDCL without interest. This extension will not have any impact on the Scheduled Commissioning Date. Any extension charges paid so by the BESSD, shall be returned to the BESSD without any interest on achievement of successful commissioning within the Scheduled Commissioning Date, on pro-rata basis, based on the project capacity commissioned as on Scheduled Commissioned Date. However, in case the BESSD fails to commission the Contract Capacity by Scheduled Commissioning Date, the extension charges deposited by the BESSD shall not be refunded by WBSEDCL.

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

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

Provided that due to the provisions of this Article 3.2.4, any increase in the time period for completion of conditions subsequent and financial closure mentioned under Article 3.1, shall also lead to an equal extension in the Scheduled Commissioning Date.

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

- 3.3.1** The Performance Bank Guarantee (PBG)/Payment on Order Instrument (POI) Surety Bond having validity from the date of submission of PBG/ POI/ Surety Bond until 15 months after the SCD submitted for a value of Rs. _____ Cr (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/ POI shall be a material breach of the term of this Agreement on the part of the BESSD.
- 3.3.3** If the BESSD fails to commence supply of power from the Scheduled Commissioning Date specified in this Agreement or any further extension thereof granted by WBSEDCL, subject to conditions mentioned in Article 4.5, WBSEDCL shall encash the Performance Bank Guarantee/ POI 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 WBSEDCL 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-fulfilment 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 WBSEDCL. 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 WBSEDCL in each case specified under this Agreement.

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

- 3.4.1** Subject to Article 3.3, WBSEDCL shall return / release the Performance Bank Guarantee/ Payment on Order Instrument/ Surety Bond immediately within 45 days from the COD of the Project after taking into account any liquidated damages / penalties due to delays in commissioning as per provisions stipulated in this Agreement.
- 3.4.2** The return / release of the Performance Bank Guarantee/ Payment on Order Instrument/ Surety Bond shall be without prejudice to other rights of WBSEDCL 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 provided land under Right to Use arrangement (as applicable) not later than 60 days from the Effective Date. Upon such offer being made, the BESSD shall promptly fulfill all the applicable statutory / non-statutory, legal requirements including without limitation, execution of the relevant agreements, and payment of any considerations etc. in accordance with the terms of the offer.
- b) The BESSD shall execute the Right to Use agreement (as applicable) with WBSEDCL at the time of signing of BESP.A.
- c) The BESSD shall be solely responsible and make arrangements for associated infrastructure for development of the Project and for Connectivity with the WBSEDCL Network till Delivery Point as per WBERC Regulations for confirming the evacuation of power by the Scheduled Commissioning date and all clearances related thereto. However, it is clarified that the Project shall be interconnected to the 132 kV Switchboard of Goaltore Substation of WBSEDCL. Connectivity has been assured to be provided to the BESSD, and necessary applications in this regard, will be required to be made by the BESSD. All the requisite costs associated including fees with obtaining connectivity shall be borne by the BESSD.
- 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 Land and Connectivity for the Project, WBSEDCL 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 WBSEDCL 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 supply of power / energy up to the Contracted Capacity to WBSEDCL no later than the Scheduled Commissioning Date and continuance of the supply 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 in Build, Own, Operate basis and supply of BESS Capacity during Term of this Agreement and as per provisions of this Agreement, RfS and LOA.
- k) The BESSD shall be responsible for directly coordinating and dealing with the WBSEDCL 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 Regulations/Central Regulations.
- l) The BESSD shall fulfil the technical requirements according to criteria mentioned under Annexure A of the RfS and the Guidelines.
- m) Further, the Project being implemented under this Agreement shall fulfil the criteria as per CEA (Technical Standards for Connectivity to the Grid)

Regulations, 2007, or equivalent WBERC/CEIG Regulations, and subsequent amendments and clarifications thereof,

- n) As part of scheduling of power / energy from / to the Project for discharging /charging, the BESSD and WBSEDCL shall coordinate with each other. WBSEDCL may facilitate in identification of any discrepancy and assist the BESSD for its early rectification without any liability on WBSEDCL. The BESSD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices / penalty.
- o) BESSD will have to comply with the Charging and Discharging Schedule as intimated by WBSEDCL. Frequent deviations from schedule by BESSD on account of commercial gain shall be considered under the material breach of this agreement.
- p) WBSEDCL shall reserve the right of all the communication and decision during construction period, till COD and post COD, WBSEDCL shall reserve the right of all the communication and discussion.
- q) For the Project being implemented under this Agreement, the BESSD shall submit a detailed completion Schedule for the Project prior to the signing of BESPA. Broad details to be captured in the Schedule are the order, supply and erection status of various Project components; financial arrangement/ tie up etc. The BESSD shall also submit the progress report to WBSEDCL in a form acceptable to WBSEDCL and shall contain percentage completion achieved compared with the planned percentage completion for each activity, and any such other information as required by WBSEDCL. The BESSD shall be required to submit the progress status of Project to WBSEDCL as and when requested by WBSEDCL, strictly within the timelines provided by WBSEDCL. Further, on 5th day of every calendar month, the BESSD shall be required to submit the Project progress status as per the format as desired by WBSEDCL. In case of failure to comply with the same, WBSEDCL at its discretion, may or may not consider the SCD extension request of the BESSD, if any.

4.2 Information regarding Interconnection Facilities

- 4.2.1** The BESSD shall be required to obtain all information from the WBSEDCL 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** The responsibility of getting connectivity with the distribution system of WBSEDCL up to the Interconnection Point, will lie with the BESSD. The transmission of power up to the point of interconnection where the metering is done for energy accounting shall be the responsibility of the BESSD at its own cost. The maintenance of Transmission system up to the Interconnection 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.
- 4.2.3** The BESSD shall be responsible for obtaining Connectivity and executing connectivity agreement as per provision of latest applicable Regulations of WBERC, for evacuation of the Contracted Capacity and maintaining it throughout the term of the Agreement.
- 4.2.4** The arrangement of connectivity shall be made by the BESSD through a transmission line, if applicable. The entire cost of transmission including cost of construction of line, any other charges, losses etc. from the Project up to the Interconnection Point will be borne by the BESSD.
- 4.2.5** BESSD needs to carry out inter-device interaction studies for BESS with WBSEDCL.
- 4.2.6** Following studies may be conducted (not limited to below) by BESS Developer(s) in this regard:
- i. Harmonic studies considering network and BESS system along with flicker studies.
 - ii. Transient and dynamic studies

- iii. Small signal stability studies
- iv. Sub-Synchronous Oscillations/ Sub-Synchronous Resonance / Sub-Synchronous Torsional Interaction studies
- v. Sub-synchronous control interactions studies between different converters based equipment.

4.2.7 In addition, BESS system shall need comply to requirements/performance parameters stipulated in CEA (Technical Standards for Connectivity to the Grid) Regulations, 2007 and its amendments or equivalent WBERC Regulations.

4.2.8 Communication Equipment Requirement at BESS end:

Optical fibre based Communication system compatible with WBSEDCL's communication system (MPLS-TP /CISCO network) shall be provided by the BESSD. All materials/services required for successful connectivity shall be borne by BESSD. Necessary optical fibre cable required for metering/protection/data transfer/security systems etc. should be provided by BESSD along with hardware, software, devices etc.

4.2.9 Communication Equipment Requirement at WBSEDCL end:

BESSD will provide communication equipment's as per Regulations on Communication System for transmission of electricity and other Regulations/Procedures (as amended from time to time) issued by Appropriate Commissions and CEIG/CEA. All materials/services required for successful connectivity shall be borne by BESSD.

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 WBSEDCL and WBSEDCL undertakes to pay Applicable Tariff as per this Agreement for the Battery Energy Storage Capacity up to the Contracted Capacity at the Delivery Point.

4.4 Right to Project Capacity

4.4.1 WBSEDCL, 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 more than 1 (one) Operational cycle(s) per day. For the purpose of this Agreement, Cycle shall mean charging of the BESS up to 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. During a Day, WBSEDCL shall not ask for / schedule any BESS capacity / Energy in excess of 1 (one) cycle of charge and discharge of 4 hours at rated power.

Provided that, in a cycle for charging to the rated capacity at rated power, 4 hours is permitted which could be a single stretch of 4 hours or multiple stretches for achieving 100% charging of rated MWh capacity. Similarly, for discharging, there could be a single stretch of 4 hours or multiple stretches for achieving 100% discharging of rated MWh capacity subject to condition that total scheduled discharge of energy from BESS as demanded by the WBSEDCL shall be limited to RtE % of the energy supplied by the WBSEDCL.

The charging and discharging may also be performed at below the rated power.

It is hereby clarified that the BESS should be designed to provide a minimum of 4 hours of discharging capacity at rated power. However, WBSEDCL, at its sole discretion, can schedule the discharging of the BESS in multiple sessions each day, at rated power or below the rated power.

Similarly, the charging cycle may, if required, be performed in a single session at rated power or in multiple sessions at below rated power, at sole discretion of WBSEDCL.

For example, for the Project Capacity of 250 MW/1000 MWh, Contracted Capacity shall be 250 MW/1000MWh under the BESP. Accordingly, for the Contracted Capacity of 250 MW, the BESP shall entitle the WBSEDCL to

schedule discharge up to 1000 MWh of energy from the BESS in each cycle, subject to the following:

- i. WBSEDCL 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 Contracted Capacity of 250 MW/ 1000 MWh, assuming an RtE of 90%, WBSEDCL shall supply charging power to the tune of 1111.11 MWh, BESSD to expect a discharge of 1000 MWh as per the WBSEDCL's desired schedule.
- ii. Energy scheduled for discharge in a given cycle during a year shall be more than or equal to the Minimum Dispatchable Energy Capacity at the End of Year as specified under Article 4.4.2.(c).
- iii. For example, during the 3rd Year after COD, the energy scheduled for discharge from 250 MW capacity shall be more than or equal to $250 \times 0.925 \times 4 = 925$ MWh.

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 Monthly Average Availability of 95%:** During any Contract Year for the Contracted Capacity, BESSD shall be required to maintain minimum Monthly average availability of 95%. Monthly 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 WBSEDCL. Amount of such liquidated damages shall be twice the Capacity Charges (Capacity Charges shall mean Applicable Tariff as defined under Article 9 of the BESPAs) for the capacity not made available.

The Minimum Monthly Average Availability as specified above, shall however be relaxable by WBSEDCL to the extent of grid non-availability for evacuation which is beyond the control of the BESSD (as certified by the SLDC/RLDC) and / or upon occurrence of Force Majeure event as identified in BESPAs provided 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 at 90% on a monthly basis. Calculation of Round Trip Efficiency shall be as per Schedule-B.
- c) **Minimum Dispatchable Capacity:** Taking into consideration capacity degradation, the minimum dispatchable capacity to be made available by the BESSD in any given year shall depend on the capacity degradation as per the table below:

Year	Minimum Dispatchable Capacity at the end of Year (as a % of Capacity at the Beginning of Life/COD)
1	97.5%
2	95.0%
3	92.5%
4	90.0%
5	87.5%
6	85.0%
7	82.5%
8	80.0%
9	77.5%
10	75.0%
11	72.5%
12 -15	70.0 %

- d) Shortfall in performance parameters shall attract liquidated damages in terms of para 4.4.3 of this Agreement.

4.4.3 Shortfall in meeting Performance Criteria

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

a) Shortfall in demonstrating minimum Monthly Availability

Subsequent to COD of full Project Capacity, in case the Monthly Availability demonstrated by the BESSD in any given month 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 BESP to WBSEDCL.

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 2 where,

A is Guaranteed Monthly Availability as per Article 4.4.2 (a) above;

B is Actual Monthly 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;

b) Shortfall in meeting minimum dispatchable Energy requirement:

The BESSD is required to meet the annual energy commitment subject to Clause 4.4.2 (c) above. The BESSD shall be liable for Liquidated Damages to the WBSEDCL, if any, on account of short fall in supply of committed energy on annual basis at the Average Market Clearing Price (MCP) in peak hour (21:00 Hours to 24:00 Hours) in Day Ahead Market (DAM) of Power Exchange for corresponding year.

Illustration:

- a) Minimum dispatchable capacity during the third year as a % of Capacity at the Beginning of Life/COD) **(A)** = [Minimum dispatchable capacity % at the end of the second year + Minimum dispatchable capacity % at the end of third year]/2 = [95%+92.5%]/2 = 93.75%
- b) Minimum Dispatchable energy during the year **(B)** = 1000 MWh x
Number of Cycle scheduled during the year*A%

- c) Actual energy dispatched during the year = C MWh
- d) Shortfall during the year (D) = [B – C] MWh
- e) Average MCP in peak hour (21:00 Hours-24:00 Hours) in Day Ahead Market (DAM) = Rs. E/MWh
- f) Liquidated Damage (F) = Rs. D x E

c) Shortfall in meeting minimum Monthly RtE

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:

- (i) For $70\% \leq \text{RtE} < 90\%$ there shall be liquidated damage at the Average Market Clearing Price (MCP) in peak hour (21:00 Hours-24:00 Hours) in Day Ahead Market (DAM) of Power Exchange for corresponding month for excess conversion losses considering system RtE = 90%
 - (ii) For $\text{RtE} < 70\%$, there shall be a liquidated damage levied at the Average Market Clearing Price (MCP) in peak hour (21:00 Hours-24:00 Hours) in Day Ahead Market (DAM) of Power Exchange for corresponding month for excess conversion losses considering system RtE = 90%, and tariff payment for the corresponding month shall not be made to the BESSD.
- d) The liquidated damages, if any, for a given month in respect of performance parameters specified in para 4.4.3 (a) and para 4.4.3 (c) shall be adjusted in the monthly bill of the corresponding month. Liquidated Damages, if any, in respect of para 4.4.3 (b) shall be computed on annual basis and shall be adjusted in the first billing month of the next year.
- e) For avoidance of any doubt, liquidated damages as specified above are mutually exclusive and independent, therefore, in case of levying of liquidated damages against minimum Monthly Average Availability, Minimum Dispatchable Energy Requirement, and Round-Trip Efficiency, all the 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 WBSEDCL Event of Default; or
- b) Force Majeure Events affecting WBSEDCL
- 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 WBSEDCL through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the BESSD or WBSEDCL, or till such time such Event of Default is rectified by WBSEDCL, whichever is earlier.

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 WBERC, shall entail a corresponding extension in Scheduled Financial Closure and the Scheduled Commissioning Date for equal number of days for which the WBERC 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 or such other extended period as mutually agreed, 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, either 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** In case of delay in commissioning of Project due to reasons beyond the reasonable control of the BESSD, WBSEDCL may extend the SCD after examining the issue on a case-to-case basis. Further, in case of delay in Project commissioning on account of reasons solely attributable to the BESSD, resulting in any liquidated damages/penalty levied on WBSEDCL or any liability arising towards procurement of charging energy, such damages/penalty/ liability shall be passed on to and payable by the BESSD.
- 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 WBSEDCL, 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 up to (& including) the date as on 6 months after the Scheduled Commissioning Date, as part of the

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

- (b) Delay beyond Six (6) Months from SCD: The BESPA capacity shall stand reduced/amended to the Project Capacity commissioned, the entire PBG/POI will be encashed by WBSEDCL, and passed on to WBSEDCL and the BESPA for the Project shall stand terminated for the balance un-commissioned capacity. Accordingly, Contracted Capacity will also stand reduced to Project Capacity commissioned as of six months from the SCD.
- (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.
- (d) For any damages incurred by BESSD to property/asset in WBSEDCL's premises during construction stage, that shall be rectified by the BESSD at its own cost to the satisfaction of respective WBSETCL official in stipulated time given by WBSEDCL. In case the BESSD does not perform the repair/correction within stipulated time, WBSEDCL shall perform the work and raise the invoice/expenses to WBSEDCL. WBSEDCL in its capacity shall deduct the expenses from the PBG.

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

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 CEIG or an agency identified by the State 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 WBSEDCL and an independent third Party nominated by 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 WBSEDCL 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. Upon receipt of such observations or recommendations, the BESSD shall, at its own cost and expense, take all necessary corrective actions to ensure compliance with Prudent Utility Practices. Any such corrective action shall not entitle the BESSD to any extension of the Scheduled Commissioning Date or any claim for relief under this Agreement.

4.9 Breach of Obligations

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

ARTICLE 5: SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION

5.1 Synchronization, Commissioning and Commercial Operation

- 5.1.1** The BESSD shall give the concerned SLDC, and WBSEDCL 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 WBSEDCL Network.
- 5.1.2** Subject to Article 5.1.1, the Project may be synchronized by the BESSD to the Grid System with permission from WBSEDCL and in presence of Authorized Representative of WBSEDCL, 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, in line with the provisions of the applicable Grid Code.
- 5.1.4** The BESSD shall immediately after each synchronization/tripping of system, inform the sub-station of the Grid System to which the Project is electrically connected in accordance with applicable Grid Code under intimation to WBSEDCL. In addition, the BESSD at its own risk and cost, will be required to arrange for the charging and discharging of power 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 18 Months for 250 MW/1000 MWh from the Effective Date of BESPA. Declaration of COD / UCOD shall only be done subject to the demonstration of the compliances as per Schedule-3.

5.1.6 Part commissioning of the Project, without imposition of any liquidated damages in terms of the BESPA, shall be accepted by WBSEDCL subject to the condition that the minimum part commissioning capacity for the 1st part will be 50% of the specified MWh Capacity (1000 MWh) at the project location. The total number of instalments in which a Project can be commissioned will be not more than 2, i.e., 1st initial instalment of 50% of the specified 1000 MWh Capacity at the project location and one subsequent instalment.

However, the SCD will not get altered due to part commissioning.

Irrespective of dates of part commissioning or full commissioning, the BESPA will remain in force for the Term as defined in this Agreement.

In case of part-commissioning, payments as per the BESPA shall 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 WBSEDCL. In case WBSEDCL is not interested to consider procurement of the part capacity till commissioning, the BESSD shall be allowed to sell part commissioned capacity in the open market till SCD.

5.1.7 The Parties agree that for the purpose of commencement of the BESS capacity by the BESSD to WBSEDCL, 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 At least 30 days prior to trial run of the Project, the BESSD shall submit requisite documents as per WBERC’s latest Grid Connectivity and Open Access Regulations and amendments thereto, –

- i. Intimation regarding the timeline for commencement of supply of power from the Project.

- ii. Installation report duly signed by the authorized signatory. The BESSD is advised to take due care in furnishing such Installation Report.
- iii. CEI/CEIG/State Electrical Inspectorate (as applicable) report containing approval for all the components, including Batteries, inverters, transformers, transmission system and protection system, along with all annexures/attachments. It would be the responsibility of the BESSD to obtain the certificate.
- iv. Approval of metering arrangement/scheme from WBSEDCL /STU or any other concerned authority as applicable.
- v. Plant Layout, Plant (AC & DC) SLD.
- vi. Affidavit certifying that the BESSD has obtained all the necessary approvals for commencement of power supply from the Project, and indemnifying WBSEDCL against any discrepancies in the above details.
- vii. Affidavit from the BESSD certifying possession/leasing/right-to-use of land identified for the Project, bearing the details of such land parcels where Project is located, and indemnifying WBSEDCL against any discrepancies in the above details.
- viii. Documents to establish the compliance of technical requirement as per BESPA and Annexure-A of the RfS.
- ix. Invoices against purchase of the Batteries, Inverters/PCUs, SCADA and BMS along with the summary sheet containing the list of all the invoices, inverters including details and number of items. Lorry Receipts for delivery of Project components at site along with certified summary sheet by the authorized signatory.

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

WBSEDCL's scope will be limited to verifying the installation of rated capacity of the Project, as per the COD certificate submitted by the BESSD. This

verification will be at WBSEDCL's discretion and shall not constitute any certification/confirmation of commissioning/COD of the Project by WBSEDCL. Prior to declaration of commencement of power supply, the BESSD shall submit COD certificate for the corresponding Installed Capacity which has commenced power supply to WBSEDCL as part of the requisite documents.

5.1.9 Early Commissioning

The BESSD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the Scheduled Commissioning Date. Early commissioning of the Project will be allowed solely at the risk and cost of the BESSD, and WBSEDCL may purchase the BESS capacity from such early commissioned Project at BESPA tariff.

Such intimation for early commissioning shall be provided to WBSEDCL at least 15 days before the proposed early commissioning date as per the Commissioning Procedure. In case there is no response provided by WBSEDCL within 15 days from the receipt of such intimation, such early commissioned capacity shall be deemed to have been rejected by WBSEDCL. In case WBSEDCL 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; subject to the first right of refusal of WBSEDCL until SCD or the date of commencement of procurement of BESS Capacity notified by WBSEDCL, 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 Power Procurement (whichever is earlier), along with a NOC for sale of Power 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 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 WBSEDCL, 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 WBSEDCL, shall be required to charge/discharge the Battery System as per the applicable regulations / requirements / guidelines of CERC / WBERC /SLDC / RLDC/ NLDC or any other competent agency and same being recognized by WBSEDCL 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 WBSEDCL 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 Regulations.
- 6.1.3** DSM charges shall be payable at their respective ends for the charging and discharging activities. DSM charges on this account shall be directly paid by the BESSD at pro rata basis only in case of DSM penalties paid by WBSEDCL due to such deviations as applicable. Further, any consequential liability on WBSEDCL arising in respect of charging power and/ or discharging power owing to deviation/ DSM at BESSD end shall be to the account of BESSD.
- 6.1.4** Any Reactive power charges in respect of charging and discharging power as per applicable WBERC regulations at the BESSD end shall be to the account of BESSD.
- 6.1.5** 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 WBERC Regulations.

6.2 Supply obligation of the BESSD:

In case the BESSD fails to offer the contracted power as per this Agreement to WBSEDCL and sells the contracted power without its consent to any other party, the BESSD, on a complaint to this effect by WBSEDCL to the load dispatch centre concerned, shall be debarred from participating in Power Exchanges and on the Discovery of Efficient Electricity Pricing portal and scheduling of any new short-term contracts from the Project for a period of three months from the date on which the default has been taken cognizance by the concerned load dispatch centre. The period of debarment shall increase to six months for second default and shall be one year for each successive default. Such debarment of the BESSD shall be without prejudice to the rights of WBSEDCL for seeking compensation for the default by the BESSD under this Agreement.

ARTICLE 7: METERING

7.1 Meters

- 7.1.1** For installation of Meters, Meter testing, Meter calibration and Meter reading and all matters incidental thereto, the BESSD and WBSEDCL shall follow and be bound by the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, the Grid Code, or equivalent WBERC regulations (as applicable).
- 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 (As Applicable).

7.2 Reporting of Metered Data and Parameters

- 7.2.1** Online arrangement would have to be made by the BESSD for submission of metering data regularly for the entire period of this Agreement to WBSEDCL and WBSLDC as per applicable regulation / directions.
- 7.2.2** Reports on metering parameters on monthly basis, and/or as required by regulation / Guidelines, shall be submitted by the BESSD to WBSEDCL for entire Term of the BESPA.

7.3 Records

- 7.3.1** Each Party shall keep complete and accurate records and all other data required by each of them for the purposes of proper administration of this agreement and the operation of the Project. Among such other records and data, the BESSD shall maintain an accurate and up-to-date operating log at the Project location with records of: -
- a) Fifteen (15) minutes logs of real and reactive power generation, frequency, transformer tap position, bus voltage(s), Main Meter and Back up Meter Readings and any other data mutually agreed;

- b) any unusual conditions found during operation / inspections;
- c) chart and printout of event loggers, if any, for system disturbances/
outages;
- d) All the records will be preserved for a period of 36 months

ARTICLE 8: INSURANCES

8.1 Insurance

8.1.1 The BESSD shall effect and maintain or cause to be effected and maintained, at its own cost and expense, throughout the Term of BESPA, Insurances against such risks to keep the Project in good condition and shall take Industrial All Risk insurance policy covering risks against any loss or damage, with such deductibles and with such endorsements and co-insured(s), which the Prudent Utility Practices would ordinarily merit maintenance of and as required under the Financing Agreements, and under the applicable laws.

8.1.2 The BESSD shall submit the Insurance copy to WBSEDCL at the time of commissioning of Project.

8.2 Application of Insurance Proceeds

8.2.1 In case of the Project not being implemented through Financing Agreement(s), save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the BESS or any part of the BESS shall be first applied to reinstatement, replacement or renewal of such loss or damage to the Contracted Capacity followed by the balance Project Capacity.

In case of the Project being financed through Financing Agreement(s), save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the Project to any part of the BESS shall be applied as per such Financing Agreements.

8.2.2 If a Force Majeure Event renders the Project no longer economically and technically viable and the insurers under the Insurances make payment on a “total loss” or equivalent basis, WBSEDCL shall have claim on such proceeds of such Insurance limited to outstanding dues of WBSEDCL against BESSD.

8.3 Effect on liability of WBSEDCL

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 WBSEDCL. 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 inclusive of applicable taxes and duties including GST [Insert the Tariff discovered through the bidding process conducted by Bidding Agency on behalf of WBSEDCL], fixed for the entire term of this Agreement, with effect from the commissioning of the Project or part thereof , the Contracted Capacity made available to WBSEDCL, during BESPA Term, as per the provision of this Agreement.
- 9.2** In case of early part/full commissioning of the project, till SCD, the BESSD will be free to sell the electricity generated/ battery capacity, to any entity other than the WBSEDCL, only after giving the first right of refusal to the WBSEDCL by giving 15 days advance notice. WBSEDCL shall provide refusal within 15 (fifteen) days from the receipt of the request for early part/full commissioning of the Project, beyond which it would be considered as deemed refusal.
- 9.3** In case WBSEDCL agrees to use the battery capacity from a date prior to the SCD, such capacity shall be purchased at the Applicable Tariff (as per Article 9.1). Any energy generated/ battery capacity used before SCD shall not be at the cost of WBSEDCL.

ARTICLE 10: BILLING AND PAYMENT

10.1 General

- 10.1.1** From the commencement of availability of BESS Capacity, WBSEDCL 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 WBSEDCL shall be in Indian Rupees.
- 10.1.2** Subject to the provision of this Agreement, BESSD shall be required to make arrangement of auxiliary power at its own risk and cost.
- 10.1.3** The parties acknowledge and accept that the Electricity (Late Payment Surcharge and related matters) Rules, 2022 and its amendment [hereinafter referred to as ‘Rules’] notified by the Central Government in exercise of the power conferred by Sub- section (1) of Section 176 of the Electricity Act, 2003 shall apply and govern the terms and conditions of this Agreement in regard to matters contained in the said Rules including but not limited to the Late Payment Surcharge, adjustment towards the Late Payment Surcharge, Payment Security mechanism- its operations and consequences, actions of Defaulting Entities, supply obligation of BESSD, power not requisitioned by the WBSEDCL, the order of payment and adjustment towards late payment surcharge and indemnification.

10.2 Delivery and Content of Monthly Bills/Supplementary Bills

- 10.2.1** The BESSD shall issue to WBSEDCL 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 WBERC, all charges pertaining to scheduling of power, if any, shall be borne by the WBSEDCL except the Auxiliary power which will be borne by BESSD.

10.3 Payment of Monthly Bills

10.3.1 Subject to the provisions of Article 10.3.4, WBSEDCL shall pay the amount payable under the Monthly Bill/Supplementary Bill by the Due Date to such account of the BESSD, as shall have been previously notified by the BESSD. The BESSD shall open a bank account (the “BESSD’s Designated Account”) for all Tariff Payments (including Supplementary Bills) to be made by WBSEDCL to the BESSD and notify WBSEDCL of the details of such account at least ninety (90) Days before the dispatch of the first Monthly Bill. WBSEDCL shall also designate a bank account at Kolkata (“WBSEDCL Designated Account”) for payments to be made by the BESSD to WBSEDCL, if any, and notify the BESSD of the details of such account ninety (90) Days before the Scheduled Commissioning Date. WBSEDCL and the BESSD shall instruct their respective bankers to make all payments under this Agreement to the BESSD’s Designated Account or WBSEDCL’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 WBSEDCL, if any, from the BESSD, will be adjusted from the monthly energy payment.

10.3.3 Late Payment Surcharge

In the event of delay in payment of a Monthly Bill by WBSEDCL beyond Due Date, a Late Payment Surcharge shall be payable as per the Late Payment Surcharge Rules, 2022 and amendments thereof.

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 WBSEDCL, 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 WBSEDCL.

10.3.5 Rebate

For payment of any Bill before Due Date, the following Rebate shall be paid by the BESSD to WBSEDCL in the following manner:

- a) A Rebate of 1.5% shall be payable to the WBSEDCL for the payments made within a period of 10 (ten) days of the presentation of hard copy of Bill.
- b) Any payments made after 10 Days up to and including the 30th Day after the date of presentation of Bill through hard copy, shall be allowed a rebate of 1 %.
- c) For the above purpose, the date of presentation of Bill shall be the next Business Day of delivery of the physical copy of the Bill at WBSEDCL.
- d) No Rebate shall be payable on the Bills raised on account of Change in Law (except in case of annuity tariff model being implemented, where rebate will be applicable) relating to taxes, duties, cess etc. and on Supplementary Bill. For the above purpose, the date of presentation of bill shall be the same day of delivery in hard copy. However, for consideration of rebate, next business day shall be considered.

10.4 Payment Security Mechanism

10.4.1 Letter of Credit (LC):

WBSEDCL shall provide to the BESSD, in respect of payment of its Monthly Bills and/or Supplementary Bills, a monthly unconditional, revolving and irrevocable letter of credit (“Letter of Credit”), opened and maintained which may be drawn upon by the BESSD in accordance with this Article.

10.4.2 Subject to Article 10.4.1, before the start of supply, WBSEDCL shall, through a scheduled bank, open a Letter of Credit in favour of the BESSD, to be made operative from a date prior to the Due Date of its first Monthly Bill under this Agreement. The Letter of Credit shall have a term of twelve (12) Months and shall be renewed annually, for an amount equal to:

- i) for the first Contract Year, equal to 100% of the estimated average monthly billing.

For each subsequent Contract Year, equal to 100% 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 30 days beyond the Due Date of the relevant Monthly Bill and/or Supplementary Bill and shall not make more than one drawl in a Month.

10.4.4 Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article 10.4.2 due to any reason whatsoever, WBSEDCL shall restore such shortfall before next drawl.

10.4.5 WBSEDCL 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 WBSEDCL 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 WBSEDCL.

10.4.8 If WBSEDCL fails to pay undisputed Monthly Bill or Supplementary Bill or a part thereof within and including the date as on 30 days beyond the Due Date, then, subject to Article 10.4.6 & 10.5.2, the BESSD may draw upon the Letter of Credit, and accordingly the bank shall pay, an amount equal to such Monthly Bill or Supplementary Bill or part thereof, in accordance with Article 10.4.3 above, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:

- i) a copy of the Monthly Bill or Supplementary Bill (only for energy related bills) which has remained unpaid to BESSD and;

- ii) a certificate from the BESSD to the effect that the bill at item (i) above, or specified part thereof, is in accordance with the Agreement and has remained unpaid beyond the Due Date;

A. Payment Security Fund

- 10.4.9** WBSEDCL shall maintain a Payment Security Fund for an amount equivalent to three months of average monthly billing for a given Contract Year. The Payment Security Fund will be in the form of deposit in a Bank Account and shall be opened before the commencement of supply.

10.5 Disputed Bill

- 10.5.1** If WBSEDCL does not dispute a Monthly Bill or a Supplementary Bill raised by the BESSD within thirty (30) days of receiving such Bill shall be taken as conclusive.

- 10.5.2** If the WBSEDCL disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay 50% of the invoice amount and it shall within thirty (30) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:

- i) the details of the disputed amount; ii) its estimate of what the correct amount should be; and iii) all written material in support of its claim.

- 10.5.3** If the BESSD agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.5.2, the BESSD shall revise such Bill and present along with the next Monthly Bill. In such a case excess amount shall be refunded along with interest at the same rate as Late Payment Surcharge, which shall be applied from the date on which such excess payment was made by the disputing Party to the invoicing Party and up to and including the date on which such payment has been received as refund.

10.5.4 If the BESSD does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.5.2, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to the WBSEDCL 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 WBSEDCL under Article 10.5.4, authorized representative(s) or a director of the board of directors/ member of board of the WBSEDCL and BESSD shall meet and make best endeavours to amicably resolve such dispute within fifteen (15) days of receipt of the Bill Disagreement Notice.

10.5.6 If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt of Bill Disagreement Notice pursuant to Article 10.5.4, the matter shall be referred to Dispute resolution in accordance with Article 16.

10.5.7 For the avoidance of doubt, it is clarified the despite a Dispute regarding an invoice, WBSEDCL shall, without prejudice to its right to Dispute, be under an obligation to make payment of 50% of the invoice amount in the Monthly Bill.

10.6 Quarterly and Annual Reconciliation

10.6.1 The Parties acknowledge that all payments made against Monthly Bills and Supplementary Bills shall be subject to quarterly reconciliation within 30 days of the end of the quarter at the beginning of the following quarter of each Contract Year and annual reconciliation at the end of each Contract Year within 30 days to take into account the Energy Accounts, Tariff adjustment payments, Tariff Rebate, Late Payment Surcharge, or any other reasonable circumstance provided under this Agreement.

10.6.2 The Parties, therefore, agree that as soon as all such data in respect of any quarter of a Contract Year or a full Contract Year, as the case may be, has been finally verified and adjusted, the BESSD and WBSEDCL shall jointly sign such reconciliation statement. Within fifteen (15) days of signing of a reconciliation statement, the BESSD shall make appropriate adjustments in the next Monthly Bill. Late Payment Surcharge/ interest shall be payable in such a case from the date on which such payment had been made to the invoicing Party or the date on which any payment was originally due, as may be applicable. Any Dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Article 16.

10.7 Payment of Supplementary Bill

10.7.1 BESSD may raise a ("Supplementary Bill") for payment on account of:

i) Adjustments required by the Energy Accounts (if applicable); or ii) Change in Law as provided in Article 12 And such Supplementary Bill shall be paid by the other Party.

10.7.2 WBSEDCL shall remit all amounts due under a Supplementary Bill raised by the BESSD to the BESSD's Designated Account by the Due Date, except for open access charges, RLDC or scheduling charges and transmission charges (if applicable). No Late Payment 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 WBSEDCL or the BESSD whose performance has been affected by an event of Force Majeure.

11.2 Force Majeure Events

- a) Act of God, including, but not limited to lightning, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, pandemic, cyclone, typhoon or tornado if it is declared / notified by the competent state / central authority / agency (as applicable), or verified to the satisfaction of Procurer;
- b) Radioactive contamination or ionizing radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Project by the Affected Party or those employed or engaged by the Affected Party.
- c) The discovery of geological conditions, toxic contamination or archaeological remains on the Project land that could not reasonably have been expected to be discovered through an inspection of the Project land and/or as per prudent industry practices.
- d) Exceptionally adverse weather condition which are in excess of the statistical measure of the last hundred (100) years.
- e) Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection,

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

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 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 BESS 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;
 - f. Non-performance caused by, or connected with, the Affected Party's:
 - Negligent or intentional acts, errors or omissions or lack of due diligence expected from any prudent and rational human being;
 - Failure to comply with an Indian Law; or
 - 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. 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.

11.4.2 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

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 up to a period of 180

days or any extended period as mutually agreed, either Party has the right to terminate the BESPA.

11.5.1 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 and the term of the BESPA shall be extended suitably. However, adjustment in tariff shall not be allowed on account of Force Majeure event.

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

11.5.3 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 Party in respect of any loss relating to or arising out of the occurrence or existence of any Force Majeure Event.

11.7 Resumption of Performance

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

11.8 Duty to Perform and Duty to Mitigate

To the extent not prevented by a Force Majeure Event pursuant to Article 11.2, the Affected Party shall continue to perform its obligations pursuant to this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.

11.9 Available Relief for a Force Majeure Event

Subject to this Article 11:

- (a) no Party shall be in breach of its obligations pursuant to this Agreement except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event;
- (b) every Party shall be entitled to claim relief in relation to a Force Majeure Event in regard to its obligations, including but not limited to those specified under Article 4.5.
- (c) For avoidance of doubt, neither Party's obligation to make payments of money due nor payable prior to occurrence of Force Majeure events under this Agreement shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.
- (d) Provided that no payments shall be made by either Party affected by a Force Majeure Event for the period of such event on account of its inability to perform its obligations due to such Force Majeure Event.

11.10 Available Relief & Termination Due to Force Majeure Event

- a) If, prior to the completion of the 180 (one hundred and eighty) Day period (or any extended period) for a Force Majeure Event commencing from the date of issuance of the Force Majeure Notice, the Parties are of the reasonable view that a Force Majeure Event is likely to continue beyond such 180 (one hundred and eighty) Day period or any extended period agreed in pursuance of Article 11.5 (Performance Excused); or that it is uneconomic or impractical to restore the affected Unit, then the Parties may mutually decide to terminate the BESPA, and the termination shall take effect from the date on which such decision is taken. 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.
- b) Without prejudice to the provisions of Article 11.10.(a) above, the Affected Party shall, after the expiry of the period of 180 (one hundred and eighty) Days or any other mutually extended period, be entitled to forthwith terminate the BESPA in its sole discretion by issuing a notice to that effect.
- c) On termination of the BESPA pursuant to Article 11.10.(c):

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 pertaining to this Project only after *[Enter the last date of bid submission]*, which have a direct effect on the Project, leading to corresponding changes in the cost requiring change in tariff, and includes:

- (i) change in interpretation of any law by a competent court; or
- (ii) the enactment of any new law; or
- (iii) a change in any domestic tax, including duty, levy, cess, charge or surcharge by the Central Government, State Government or Union Territory administration leading to corresponding changes in the cost; or
- (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.
- (iii) Any event occurring after the SCD/extended SCD, which would not have affected the Project had the Project been commissioned before the SCD/extended SCD.

The term “law” in this provision, includes any Act, Ordinance, order, bye-law, rule, regulation, notification, for the time being in force, in the territory of India.

12.1.2 In the event of occurrence of any of events as provided under Article 12.1.1 which results in any adverse financial loss/ gain to the BESSD/Procurement then, in order to ensure that the BESSD/Procurement 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/Procurement shall be entitled to compensation by the other party, as the case may be. Compensation payment on account of such 'Change in Law' shall be determined and shall be effective from such date as may be decided by the Appropriate Commission.

12.2 Relief for Change in Law

12.2.1 In case of Change in Law taking place prior to commissioning of the Project, the compensation will be passed through on in the form of increase/decrease in the tariff, linked with increase/decrease in the Project cost, which will be automatically paid through the monthly energy billing. The pass through in this case shall be as per the formula / provisions as stipulated in Schedule-A and shall be effective from date of commissioning of the Project. BESSD shall be required to provide a statutory auditor certificate supported by Board Resolution in regard to implications (loss/ gain) arising out of Article 12.

12.2.2 In case of Change in Law taking place subsequent to commissioning of the Project capacity, and changes in taxes/duties/cess etc. are defined as a percentage or the ratio of the tariff, the changes will be automatically passed on as appropriate increment/decrement in the tariff, and will be paid through monthly energy billing. BESSD shall be required to provide a statutory auditor certificate supported by Board Resolution in regard to implications (loss/ gain) arising out of Article 12.

12.2.3 For the purpose of Article 12.1.2 above, the affected party, which intends to adjust and recover the costs due to change in law, shall give a 21 days' prior notice to the other party about the proposed impact in the tariff or charges, positive or negative, to be recovered from such other party. The affected party shall furnish to the other party, the computation of impact in tariff or charges to be adjusted and recovered, within 30 days of the occurrence of the change in law or on the expiry of 21 days from the date of the notice referred above, whichever is later, and the recovery of the proposed impact in tariff or charges shall start from the next billing cycle of the tariff.

- 12.2.4** Within 30 days of coming into effect of such relief of Change in Law, the BESSD shall approach the Appropriate Commission for Truing up of the calculations on account of the above Change in Law events, failing which further payment will be discontinued and WBSEDCL shall make such deductions in the monthly tariff payments on immediate basis. In the event of any decision by the Appropriate Commission which modifies or cancels any changes in the tariff, recovery/additional payment of the amount already paid until then, will be done immediately. The Appropriate Commission shall verify the calculation and adjust the amount of the impact in the monthly tariff or charges within sixty days from the date of receipt of the relevant documents as required above.
- 12.2.5** Further, in case of Change in Law during the operational period of the Project, and where such change is not applicable as an automatic modification in the tariff, suitable compensation will be provided as decided by the Appropriate Commission.
- 12.2.6** In case Change in Law results in delay in commissioning of the Project, where cause and effect between these two can be clearly established, WBSEDCL may provide suitable time-extension in Financial Closure, Scheduled Commissioning Date or Scheduled Date of Commencement of Supply of Power, as the case may be.
- 12.2.7** If the event of any decrease in the project cost by the BESSD or any income to the BESSD on account of any of the events as indicated above, BESSD, as per methodology / formula specified in Schedule-A, shall pass on the benefit of such reduction to WBSEDCL. In the event of the BESSD failing to comply with the aforementioned requirement, WBSEDCL shall make such deductions in the monthly tariff payments on immediate basis.
- 12.2.8** After the adjustment of the amount of the impact in the tariff, the BESSD, shall adjust the monthly tariff or charges annually based on actual amount recovered/paid, to ensure that the payment to the affected party is not more than the yearly annuity amount.

12.2.9 The recovery of the impacted amount, in case of the fixed amount shall be,

(a) within a period of one-hundred eighty months; or

(b) in case of recurring impact, until the impact persists

12.3 Notification of Change in Law

12.3.1 In case any increase or decrease in the Project Cost occurs due to Change in Law affecting the Tariff payable under this Agreement, in accordance with Article 12, the BESSD shall serve notice to WBSSEDCL of such Change in Law for giving a three weeks prior notice about the proposed impact in tariff, positive or negative, to be recovered. BESSD, within thirty days of the occurrence of the change in law or on the expiry of three weeks from the date of the aforementioned notice referred whichever is later, shall furnish WBSSEDCL, the computation of impact in tariff or charges to be adjusted and recovered. Such recovery and adjustment of the proposed impact in tariff or charges shall start from the next billing cycle of the tariff.

12.3.2 Any notice service pursuant to this Article 12, shall provide, amongst other things, precise details of the Change in Law and its effect on the Project Cost and computation of change in Tariff which shall be supported by documentary evidences including Statutory Auditor Certificate to this effect so as to establish one to one correlation and its impact on the Project Cost.

ARTICLE 13: EVENTS OF DEFAULT AND TERMINATION

13.1 BESSD Event of Default

13.1.1 The occurrence and/or continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by WBSEDCL of its obligations under this Agreement, shall constitute an BESSD Event of Default:

- (i) the failure to commence availability of BESS for providing Energy Storage capacity to WBSEDCL up to the Contracted Capacity, by the end of the period specified in Article 4, or failure to demonstrate guaranteed availability of such energy storage capacity to WBSEDCL within six months from the identification of reduced monthly 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;
- 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

- (ii) the BESSD repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from WBSEDCL in this regard; or
- (iii) except where due to any WBSEDCL'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 WBSEDCL; or
- (iv) change in controlling shareholding before the specified time frame as mentioned in Article 4.1.1 of this Agreement; or
- (v) occurrence of any other event which is specified in this Agreement to be a material breach/ default of the BESSD.

13.2 WBSEDCL Event of Default

13.2.1 The occurrence and the continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by the BESSD of its obligations under this Agreement, shall constitute the Event of Default on the part of defaulting WBSEDCL:

- (i) WBSEDCL fails to pay (with respect to a Monthly Bill or a Supplementary Bill), subject to Article 10.5, for a period of ninety (90) days after the Due Date and the BESSD is unable to recover the amount outstanding to the BESSD through the Payment Security Mechanism,
- (ii) WBSEDCL repudiates this Agreement and does not rectify such breach even within a period of sixty (60) days from a notice from the BESSD in this regard; or
- (iii) except where due to any BESSD's failure to comply with its obligations, WBSEDCL is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified

by WBSEDCL within sixty (60) days of receipt of notice in this regard from the BESSD to WBSEDCL; or

(iv) if

- WBSEDCL becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of sixty (60) days, or
- any winding up or bankruptcy or insolvency order is passed against WBSEDCL, or
- WBSEDCL 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 WBSEDCL Event of Default, where such dissolution or liquidation of Buyer or WBSEDCL 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 WBSEDCL and expressly assumes all obligations of WBSEDCL and is in a position to perform them; or;

(v) Occurrence of any other event which is specified in this Agreement to be a material breach or default of WBSEDCL.

13.3 Procedure for cases of BESSD Event of Default

13.3.1 Upon the occurrence and continuation of any BESSD Event of Default under Article 13.1, WBSEDCL shall have the right to deliver to the BESSD, with a copy to the representative of the lenders to the BESSD with whom the BESSD has executed the Financing Agreements, a notice stating its intention to terminate this Agreement (WBSEDCL Preliminary Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.

- 13.3.2** Following the issue of a WBSEDCL Preliminary Default Notice, the Consultation Period of ninety (90) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.
- 13.3.3** During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.
- 13.3.4** Within a period of seven (7) days following the expiry of the Consultation Period unless the Parties shall have otherwise agreed to the contrary or the BESSD Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, WBSEDCL may terminate this Agreement by giving a written Termination Notice of sixty (60) days to the BESSD.
- 13.3.5** Subject to the terms of this Agreement, upon occurrence of an BESSD Event of Default under this Agreement, the BESSD shall be liable to pay to WBSEDCL, liquidated damages, as provided in Article 4.6 of the BESPA for failure to commission within stipulated time and Article 4.4.1 for failure to supply power in terms of the BESPA. For other cases, the BESSD shall be liable pay to WBSEDCL, damages, equivalent to 6 (six) months, or balance BESPA period whichever is less, of charges for its contracted capacity. WBSEDCL shall have the right to recover the said damages by way of forfeiture of bank guarantee/Payment on Order Instrument/ Surety Bond, if any, without prejudice to resorting to any other legal course or remedy. In addition to the levy of damages as aforesaid, the lenders in concurrence with the WBSEDCL and WBSEDCL, may exercise their rights, if any, under Financing Agreements, to seek substitution of the BESSD by a selectee for the residual period of the Agreement, for the purpose of securing the payments of the total debt amount from the BESSD and performing the obligations of the BESSD. However, in the event the lenders are unable to substitute the defaulting BESSD within 30 days of intimation by WBSEDCL, and if the WBSEDCL desires to acquire the Project assets, it may do so, by paying to the BESSD, a compensation as mutually decided by the WBSEDCL and the lender.

In case the WBSEDCL chooses not to exercise the above option, or the WBSEDCL 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 WBSEDCL including the condition that the selectee meets the eligibility requirements of Request for Selection (RfS) issued by Bidding Agency on behalf of WBSEDCL and accepts the terms and conditions of this Agreement.

- 13.3.6** The lenders in concurrence with WBSEDCL, may seek to exercise right of substitution under Article 13.3.5 by an amendment or novation of the BESPA in favour of the selectee. The BESSD shall cooperate with WBSEDCL 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 WBSEDCL.

13.4 Procedure for cases of WBSEDCL Event of Default

- 13.4.1** Upon the occurrence and continuation of any WBSEDCL Event of Default specified in Article 13.2, the BESSD shall have the right to deliver to WBSEDCL, 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 and ten (210) days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or WBSEDCL Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, WBSEDCL 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, WBSEDCL 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 WBSEDCL 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, WBSEDCL 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 WBSEDCL 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, on account of Event of Default by the WBSEDCL, any damages or charges payable to the STU, for the connectivity of the plant, shall be borne by the by WBSEDCL.

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 WBSEDCL harmless against:

- a) any and all third party claims against WBSEDCL for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the BESSD of any of its obligations under this Agreement or due to the BESSD's wilful misconduct, gross negligence or fraudulent behaviour or violations of Applicable Law; and
- b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by WBSEDCL 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 WBSEDCL shall indemnify, defend and hold the BESSD harmless against:

- a) any and all third party claims against the BESSD, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by WBSEDCL 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 ('Indemnifiable Losses') actually suffered or incurred by the BESSD from third party claims arising by reason of a breach by WBSEDCL of any of its obligations.

14.2 Procedure for claiming Indemnity

14.2.1 Third party claims

- a. Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Article 14.1.1(a) or 14.1.2(a), the Indemnified Party shall promptly notify the Indemnifying Party of such claim referred to in

Article 14.1.1(a) or 14.1.2(a) in respect of which it is entitled to be indemnified.

Such notice shall be given as soon as reasonably practicable after the Indemnified Party becomes aware of such claim. The Indemnifying Party shall be liable to settle the indemnification claim within thirty (30) days of receipt of the above notice. Provided however that, if:

- i) the Parties choose to refer the dispute in accordance with Article 16.3.2; and
 - ii) the claim amount is not required to be paid/ deposited to such third party pending the resolution of the Dispute, the Indemnifying Party shall become liable to pay the claim amount to the Indemnified Party or to the third party, as the case may be, promptly following the resolution of the Dispute, if such Dispute is not settled in favour of the Indemnified Party.
- b. The Indemnified Party may contest the claim by referring to the Appropriate Commission for which it is entitled to be Indemnified under Article 14.1.1(a) or 14.1.2(a) and the Indemnifying Party shall reimburse to the Indemnified Party all reasonable costs and expenses incurred by the Indemnified party. However, such Indemnified Party shall not settle or compromise such claim without first getting the consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

An Indemnifying Party may, at its own expense, assume control of the 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 WBSEDCL nor its respective officers, directors, agents, employees or affiliates (or their officers, directors, agents or employees), shall be liable or responsible to the other Party or its affiliates, officers, directors, agents, employees, successors or permitted assigns or their respective insurers for incidental, indirect or consequential damages, connected with or resulting from performance or 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 used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of WBSEDCL, the BESSD or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

14.4.2 WBSEDCL 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 Buyer or WBSEDCL, or any affiliate of Buyer or any of its officers, directors or shareholders for such claims excluded under this Article.

14.5 Duty to Mitigate

14.5.1 The Parties shall endeavour 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. Such assignment shall be agreed to by WBSEDCL 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 WBSEDCL. Provided that, such consent will not be withheld if WBSEDCL 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 the WBSEDCL provided in this Agreement shall not be treated as an assignment, but an enforcement of the terms agreed under this Agreement.

Provided further that any successor(s) or permitted assign(s) identified after mutual agreement between the Parties may be required to execute a new agreement on the same terms and conditions as are included in this Agreement. An amount of Rs. 5 Lakh per Transaction as Facilitation Fee (non-refundable) shall be deposited by the BESSD to WBSEDCL. Provided further that, such consent shall not be withheld by the BESSD if WBSEDCL 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 WBSEDCL.

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 Kolkata.

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 WBERC, shall be submitted to adjudication by the WBERC. Appeal against the decisions of the Appropriate Commission shall be made only as per the provisions of the Electricity Act, 2003, as amended from time to time.

16.4 Parties to Perform Obligations

- 16.4.1** Notwithstanding the existence of any Dispute and difference referred to the Appropriate Commission and save as the Appropriate Commission may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations (which are not in dispute) under this Agreement.

ARTICLE 17: MISCELLANEOUS PROVISIONS

17.1 Amendment

17.1.1 This Agreement may only be amended or supplemented by a written agreement between the Parties.

17.2 Third Party Beneficiaries

17.2.1 Subject to provisions contained in this agreement relating to back to back implications of the BESPA, this Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns and shall not be construed as creating any duty, standard of care or any liability to, any person not a party to this Agreement.

17.3 Waiver

17.3.1 No waiver by either Party of any default or breach by the other Party in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorized representative of such Party.

17.3.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this Agreement, which shall remain in full force and effect.

17.4 Confidentiality

17.4.1 The Parties undertake to hold in confidence this Agreement and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

- a) to their professional advisors;
- b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or
- c) disclosures required under Law, without the prior written consent of the other Party.

17.5 Severability

17.5.1 The invalidity or unenforceability, for any reason, of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of this Agreement, unless the part held invalid or unenforceable is fundamental to this Agreement.

17.6 Notices

17.6.1 All notices or other communications which are required to be given under this Agreement shall be in writing and in the English language.

17.6.2 If to the BESSD, all notices or other communications which are required must be delivered personally or by registered post or facsimile or any other method duly acknowledged to the addresses below:

Address :

Attention :

Email :

Fax. No. :

Telephone No. :

17.6.3 If to WBSEDCL, 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 power as per the terms of this Agreement.

17.9.2 WBSEDCL shall be indemnified and held harmless by the BESSD against any claims that may be made against WBSEDCL in relation to the matters set out in Article 17.9.1.

17.9.3 WBSEDCL shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the BESSD by WBSEDCL 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 WBSEDCL 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 WBSEDCL.

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 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.

17.13 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;

IN WITNESS WHEREOF the Parties have caused the Agreement to be executed through their duly authorized representatives as of the date and place set forth above.

For and on behalf of

For and on behalf of

[WBSEDCL]

[BESSD]

Name, Designation and Address

Name, Designation and Address

Signature with seal

Signature with seal

Witness:

Witness:

1.

1.

2.

2.

Schedule-A:

FORMULA FOR DETERMINATION OF IMPACT IN TARIFF OR CHARGES DUE TO CHANGE IN LAW:

Formula to calculate adjustment in the tariff due to the impact of Change in Law, which is non-recurring in nature—

Let financial impact of change in law = **P**; then the modification in the monthly tariff (**MT**) for compensating the financial impact is given by—

$$MT = \frac{Y}{X}$$

where **X** = Contracted Capacity (MW) / (Average Availability during the Month⁻¹).

$$\text{and } Y = \frac{(P \times M_r)(1+M_r)^n}{(1+M_r)^n - 1};$$

where, —

n = No. of months over which the financial impact has to be paid (subject to a maximum of 180 months in case of the non-recurring fixed amount but in case of recurring impact it will be till the impact persists); and

Mr = monthly rate of interest = $\frac{R}{12 \times 100}$; where

R = annual rate of interest on loan component (in %) as considered by the CERC/WBERC in its Order for Tariff determination from Conventional or Renewable Energy Sources (whichever is applicable) for the year in which the project is commissioned.

In absence of relevant Orders of the CERC/WBERC for the concerned year, the interest rate shall be average interest rate plus 200 basis points above the average State Bank of India Marginal Cost of Funds based leading rate, of one year tenor, prevalent during the last available six months for such period.

Further, the BESSD shall true up the MT annually so as to ensure that the payment to the affected party is capped at the yearly annuity amount.

Any such change shall be considered up to three digits after the decimal point, and remaining digits, if any, shall be ignored.

For e.g. in case the change in tariff payable is calculated as Rs. 0.14678/MW, it shall be modified as Rs. 0.146/MW.

Schedule-B:

1. The BESSD shall guarantee a **minimum system availability of 95%** on monthly basis. The BESSD shall pay the liquidated damages for such shortfall and shall duly pay such damages to WBSEDCL. Amount of such liquidated damages shall be twice the Capacity Charges for the capacity not made available.

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

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

where,

System Availability in a time-block=

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

where

- a). i refers to the i^{th} time-block during the Month where Scheduled Injection/Drawl $\text{MU}_i \neq 0$.
- b). Actual Injection/Drawal MU_i is the Actual Energy 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

A and B shall be as per the measurement at the Main ABT Meter at the Point of Interconnection.

3. The BESSD shall guarantee AC to AC **roundtrip efficiency (RtE) of 90%** of on monthly basis.

System Roundtrip Efficiency =

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

Where,

j refers to the jth month in a year;

D ≠ 0;

D ≤ 2 x E_{bess} x [MDn-1 – ((MDn-1 – MDn) x j/20)] * Number of days in jth month / RtEg;

E_{bess} refers to Energy Rating i.e. 1000 MWh;

MDn-1 refers to minimum guaranteed dispatchable energy at the end of the previous year (as a % of Capacity at the COD);

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

RtE refers to the guaranteed Round-Trip Efficiency under the BESP and is equal to 90%;

C and D shall be as per the measurement at the Main ABT Meter at the Point of Interconnection.

**SCHEDULE 1: PERFORMANCE BANK GUARANTEE (PBG)/
PAYMENT ON**

ORDER INSTRUMENT (POI)/INSURANCE SURETY BOND (ISB)

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

(AS PER FORMAT 7.3A/7.3B/7.3C/7.3D/7.3E/7.3F OF RFS)

SCHEDULE 2: ILLUSTRATIONS

(Please refer Article 4.4 of this Agreement)

1. System Availability

Under a BESPAs 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 for a Sample day is shown below:

Table 1

Date	Block	Drawl (from Grid) MUs (Charging) (X)	Injection (into Grid) MUs (Discharging) (Y)	Scheduled Mus (Z)	Time-block Availability, (TA) = (Xi/Zi) + (Yi/Zi)
1st Oct 2025	1	0.088	0	0.088	1.00
1st Oct 2025	2	0.088	0	0.088	1.00
1st Oct 2025	3	0.075	0	0.088	0.85
1st Oct 2025	4	0	0	0	NA
1st Oct 2025	5	0	0	0	NA
1st Oct 2025	6	0	0	0	NA
1st Oct 2025	7	0	0	0	NA
1st Oct 2025	8	0	0	0	NA
1st Oct 2025	9	0	0	0	NA
1st Oct 2025	10	0	0	0	NA
1st Oct 2025	11	0	0	0	NA
1st Oct 2025	12	0	0	0	NA
1st Oct 2025	13	0	0	0	NA
1st Oct 2025	14	0	0	0	NA
1st Oct 2025	15	0	0	0	NA
1st Oct 2025	16	0	0	0	NA
1st Oct 2025	17	0	0	0	NA

Date	Block	Drawl (from Grid) Mus (Charging) (X)	Injection (into Grid) MUs (Discharging) (Y)	Scheduled Mus (Z)	Time-block Availability, (TA) = (Xi/Zi) + (Yi/Zi)
1st Oct 2025	18	0	0	0	NA
1st Oct 2025	19	0	0	0	NA
1st Oct 2025	20	0	0	0	NA
1st Oct 2025	21	0	0	0	NA
1st Oct 2025	22	0	0	0	NA
1st Oct 2025	23	0	0	0.075	NA
1st Oct 2025	24	0	0.075	0.075	1
1st Oct 2025	25	0	0.075	0.075	1
1st Oct 2025	26	0	0.075	0.075	1
1st Oct 2025	27	0	0.075	0.075	1
1st Oct 2025	28	0	0.075	0.075	1
1st Oct 2025	29	0	0.075	0.075	1
1st Oct 2025	30	0	0.075	0.075	0.8
1st Oct 2025	31	0	0.06	0.075	0.67
1st Oct 2025	32	0	0.05	0	NA
1st Oct 2025	33	0	0	0	NA
1st Oct 2025	34	0	0	0	NA
1st Oct 2025	35	0	0	0	NA

Date	Block	Drawl (from Grid) Mus (Charging) (X)	Injection (into Grid) MUs (Discharging) (Y)	Scheduled Mus (Z)	Time-block Availability, (TA) = (Xi/Zi) + (Yi/Zi)
1st Oct 2025	36	0	0	0	NA
1st Oct 2025	37	0	0	0	NA
1st Oct 2025	38	0	0	0	NA
1st Oct 2025	39	0	0	0	NA
1st Oct 2025	40	0	0	0	NA
1st Oct 2025	41	0	0	0	NA
1st Oct 2025	42	0	0	0	NA
1st Oct 2025	43	0	0	0	NA
1st Oct 2025	44	0.088	0	0.088	1.00
1st Oct 2025	45	0.08	0	0.088	0.91
1st Oct 2025	46	0.08	0	0.088	0.91
1st Oct 2025	47	0.088	0	0.088	1.00
1st Oct 2025	48	0.088	0	0.088	1.00
1st Oct 2025	49	0.088	0	0.088	1.00
1st Oct 2025	50	0.088	0	0.088	1.00
1st Oct 2025	51	0.088	0	0	1.00
1st Oct 2025	52	0	0	0	NA
1st Oct 2025	53	0	0	0	NA

Date	Block	Drawl (from Grid) Mus (Charging) (X)	Injection (into Grid) MUs (Discharging) (Y)	Scheduled Mus (Z)	Time-block Availability, (TA) = (Xi/Zi) + (Yi/Zi)
1st Oct 2025	54	0	0	0	NA
1st Oct 2025	55	0	0	0	NA
1st Oct 2025	56	0	0	0	NA
1st Oct 2025	57	0	0	0	NA
1st Oct 2025	58	0	0	0	NA
1st Oct 2025	59	0	0	0	NA
1st Oct 2025	60	0	0	0	NA
1st Oct 2025	61	0	0	0	NA
1st Oct 2025	62	0	0	0	NA
1st Oct 2025	63	0	0	0	NA
1st Oct 2025	64	0	0	0	NA
1st Oct 2025	65	0	0	0	NA
1st Oct 2025	66	0	0	0	NA
1st Oct 2025	67	0	0	0	NA
1st Oct 2025	68	0	0	0	NA
1st Oct 2025	69	0	0	0	NA
1st Oct 2025	70	0	0	0	NA
1st Oct 2025	71	0	0	0	NA

Date	Block	Drawl (from Grid) Mus (Charging) (X)	Injection (into Grid) MUs (Discharging) (Y)	Scheduled Mus (Z)	Time-block Availability, (TA) = (Xi/Zi) + (Yi/Zi)
1st Oct 2025	72	0	0	0	NA
1st Oct 2025	73	0	0	0	NA
1st Oct 2025	74	0	0	0	NA
1st Oct 2025	75	0	0	0	NA
1st Oct 2025	76	0	0	0	NA
1st Oct 2025	77	0	0	0	NA
1st Oct 2025	78	0	0	0	NA
1st Oct 2025	79	0	0	0	NA
1st Oct 2025	80	0	0.075	0.075	1.00
1st Oct 2025	81	0	0.075	0.075	1.00
1st Oct 2025	82	0	0.075	0.075	1.00
1st Oct 2025	83	0	0.075	0.075	1.00
1st Oct 2025	84	0	0.075	0.075	1.00
1st Oct 2025	85	0	0.075	0.075	1.00
1st Oct 2025	86	0	0.075	0.075	1.00
1st Oct 2025	87	0	0.07	0.075	0.93
1st Oct 2025	88	0	0	0	NA
1st Oct 2025	89	0	0	0	NA

Date	Block	Drawl (from Grid) Mus (Charging) (X)	Injection (into Grid) MUs (Discharging) (Y)	Scheduled Mus (Z)	Time-block Availability, (TA) = (Xi/Zi) + (Yi/Zi)
1st Oct 2025	90	0	0	0	NA
1st Oct 2025	91	0	0	0	NA
1st Oct 2025	92	0.088	0	0.088	1
1st Oct 2025	93	0.088	0	0.088	1
1st Oct 2025	94	0.088	0	0.088	1
1st Oct 2025	95	0.088	0	0.088	1
1st Oct 2025	96	0.088	0	0.088	1
1st Oct 2025	Total	1.379	1.155		

i is the ith Time block in the day.

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

From the above table, Day's System Availability = 0.97

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

Assuming the following parameters:

- Guaranteed Monthly Availability (A): 95%
- Monthly system availability (as per procedure above) (B) is calculated to be 93%
- Total Contract Capacity (C) = 300 MW
- Quoted monthly Capacity charges (D) = 5 lakhs/MW/month

- e. Liquidated Damages on account of shortage in annual system Availability, as calculated from formula provided in Clause 7.2 of the RfS:

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

$$= (0.95-0.93) \times 300 \times 5 \times 2$$

$$= \text{Rs. 60 lakhs}$$

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.

System Round Trip Efficiency =

$$\frac{\text{Sum of Total Actual Injection during the month (Y)}}{\text{Sum of Total Actual Drawl during the month (X)}}$$

$$= (1.155 \times 30) / (1.379 \times 30)$$

$$= 34.65 / 41.37$$

$$= 0.837 = 0.84 \text{ (Rounded off to two decimals)}$$

- a. Monthly System Efficiency = 0.84,
- b. Total Monthly Drawl from Grid (Charging Power) = 41.37 MUs

Liquidated Damages is calculated at Rs. 2 per unit (Assumed Average MCP in peak hour (21:00 Hours-24:00 Hours) in Day Ahead Market) for excess loss of energy considering expected System Efficiency to be 90%.

Excess conversion losses = $(0.90-0.84) \times \text{Total Drawl from the grid in the month (i.e. Charging Energy)}$

$$\text{Liquidated Damages for the month} = \text{Rs. } 0.06 \times 41.37 \times 2$$

$$= \text{Rs. 49.64 Lakhs}$$

SCHEDULE 3: COMMISSIONING PROCEDURE AND INDICATIVE SINGLE LINE DIAGRAM (SLD)

Commissioning Procedure to be provided in due course.