Request for Proposal (RFP)

Document for setting up of

41 MW/102.5 MWh Grid Interactive Standalone Battery Energy Storage System (BESS) at 33/11 kV substations within the jurisdiction of UPCL under Capacity Charged- Based Competitive Bidding with Viability Gap Funding Support

उत्तराखण्ड पावर कारपोरेशन लि०

RFP No. CCP-I/49/2026-2027

ISSUED BY

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Table of Contents

DISCLAIMER 7

BID INFORMATION SHEET 8

SECTION 1. INTRODUCTION & INVITATION FOR BIDS 12

1. Background & Introduction 12

SECTION 2. SPECIAL CONDITIONS OF CONTRACT 16

2. Scope of Work 16

3. Total Capacity Offered and Project Sizing 22

3.1 Selection and Minimum Project Size 22

4. Maximum Contracted Capacity Allocation for a Bidder 23

5. Project Location and Land Availability 24

6. Nodal Officers of UPCL 24

7. Connectivity with the Grid 24

8. Performance Criteria of the Project 25

9. Commissioning of Projects 30

10. Delay in Commissioning on Account of Delay in readiness of evacuation infrastructure/Grid Access Operationalization 32

11. Early Commissioning 32

12. Viability Gap Funding Mechanism 33

SECTION 3 : TECHNICAL SPECIFICATIONS FOR BATTERY ENERGY STORAGE SYSTEM (BESS) 34

13. Project Overview and Scope 34

14. Site-wise Capacity Configuration 34

15. Design Philosophy and System Configuration 34

SECTION 4. STANDARD CONDITIONS OF CONTRACT 39

16. Obtaining RFP Documents 39

18. Project Scope & Technology Selection 39

19. Connectivity with the Grid 39

20. Clearances Required from the Central/State Government and Other Local Bodies 39

21. Bank Guarantee towards Earnest Money Deposit (EMD) 40

22. Performance Bank Guarantee (PBG) 41

23. Payment Security Mechanism 42

24. Battery Energy Storage Purchase Agreement (BESPA) 43

25. Project Financing Arrangements 43

26. Commissioning: 44

27. Technical Parameters: 44

28. Tariff: 44

29. Corrupt or Fraudulent Practices 44

30. Submission of Tender 45
31. PROCEDURE FOR OPENING AND PROCESSING OF TENDERS : 46
32 VALIDITY: 46
i. The bidder shall also ensure to furnish the following information along with part-I of tender bid:-46
1. Complete Name of Bidder. 47
2. Registered office address of the bidder with address proof. 47
3. Copy of GSTIN of Bidder, Details of Principal Place of Business Declared alongwith additional place of business declared by the Bidder. 47
4. Copy of PAN of Bidder. 47
5. Documentary evidence towards constitution of bidder. Memorandum of Articles associated of Bidding company/of all member companies of bidding consortium. 47
6. Authorization of the person for signing the documents and his ID & Address Proof. 47
7. Commodities / Services to be supplied by the bidder along with their HSN/SAC. 47
8. CIN in case of corporate bidder/ Copy of Registration under Indian Partnership Act in case of partnership firm. 47
9. List of Directors/ Partners with their PAN & DIN (if any) or ID & Address proof of Proprietor. 47
10. In case of AIF, registration certificate issued by SEBI 47
33. 47
34. PRICE & PRICE STRUCTURE: 47
The quoted prices shall be FIRM in all respect and shall not vary during award of the contract. 47
The prices quoted by the bidder should be in prescribed format only. 47
35. IP Address crosscheck 47
36. Right of UPCL to Reject a Bid 47
37. Post Award Compliances 48
38. Settlement of Disputes 48
39. Arbitration 48
40. Blacklisting of the Firms 49
41. Jurisdiction of the Court 49
42. BESSD's Default 49
43. Make in India Compliance 50
NOTE : Site Offices 51
SECTION 5. QUALIFICATION REQUIRMENTS FOR BIDDERS 52
44. General Eligibility Criteria 52
45. Technical Eligibility Criteria 54
SECTION 6. DEFINITIONS OF TERMS 56
48 Following terms used in the documents will carry the meaning and interpretations as described below: 56
SECTION 7. SAMPLE FORMS & FORMATS FOR BID 62
Format 7.1 62
Format 7.2 66

Format 7.3A 68
Format 7.3 B..... 70
Format 7.4..... 73
Format 7.5..... 75
Format 7.6..... 80
Format 7.8..... 82
Format 7.8A 84
Annexure to Format 7.8/7.8A..... 86
Format 7.9..... 88
Format 7.10..... 90
Format 7.11..... 91
Format 7.12.....98
Format 7.13.....99
Format 7.14.....101
Format 7.15.....103
Format 7.16.....104
Format 7.17.....106
Annexure- A..... 108.
Annexure-B 111
Annexure -C 1105
Annexure -D..... 120
Annexure - E..... 121
Annexure -F 122
Annexure - G 126
Checl list……151

GLOSSARY

Abbreviations	Details
AC	Alternating Current
BG	Bank Guarantee
CCA	Controller of Certifying Authorities
CEA	Central Electricity Authority
CERC	Central Electricity Regulatory Commission
CLU	Change of Land Use
DC	Direct Current
E – Bid	Electronic Bid
EDC	External Development Charges
EMD	Earnest Money Deposit
ESS	Energy Storage System
E – NIT	Electronic Notice Inviting Tender
ETDC	Electronics Test and Development Center
FF	Fill Factor
FY	Financial Year
GSS	Generating Sub Station
IA	Implementation Agreement
IEC	International Electrotechnical Commission
IEGC	Indian Electricity Grid Code
Im	Maximum Current
IPG	Internet Payment Gateway
ISO	International Organization for Standardization
I – V	Current – Voltage
IT & C	Information Technology and Communications
Kv	Kilo Volt
kWh/MWh	Kilo Watt Hour/Mega Watt Hour
LoA	Letter of Award
LLC	Limited Liability Company
LLP	Limited Liability Partnership
MoU	Memorandum of Understanding
MOP	Ministry of Power

MWh	Megawatt hour
MNRE	Ministry of New and Renewable Energy
MoEF	Ministry of Environment & Forests
MoEFCC	Ministry of Environment, Forest & Climate Change
MW	Mega Watt
MU	Million Units
MSE	Micro and Small Enterprises
NOC	No Objection Certificate
PAT	Profit After Tax
NLDC	National Load Dispatch Centre
PBG	Performance Bank Guarantee
BESPA	Battery Energy Storage Purchase Agreement
UPCB	Uttarakhand Pollution Control Board
UERC	Uttarakhand Electricity Regulatory Commission
UREDA	Uttarakhand Renewable Energy Development Agency
UPCL	UPCL
UPCL	Uttarakhand Power Corporation Limited
RFP	Request for Proposal
ROC	Registrar of Companies
RTGS	Real Time Gross Settlement
RTU	Remote Terminal Unit
RLDC	Regional Load Dispatch Centre
SLDC	State Load Dispatch Center
STU	State transmission Utility
BESSD	Project Developer
SPV	Special Purpose Vehicle
SCD	Schedule Commercial Date
Vm	Maximum Voltage
ToD	Time of Day
DoD	Depth of Discharge
TBCB	Tariff based competitive Bidding
ROC	Registrar of Companies
VGF	Viability Gap Funding

DISCLAIMER

1. Though adequate care has been taken while preparing the RFP 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 UPCL immediately. If no intimation is received from any bidder within **15 (Fifteen) days from the date of issuance of RFP documents,** it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).
2. UPCL reserves the right to modify, amend or supplement this document.
3. The Issue of this RFP does not imply that UPCL is bound to select a bidder or to appoint a developer, as the case may be, for the project and UPCL reserves the right to reject all or any of the bidder or bids without assigning any reason whatsoever and without any liability.
4. This RFP document has been prepared in good faith, and on best endeavor basis. Neither UPCL nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.
5. This RFP is not an agreement and is neither an offer nor an invitation to the prospective bidders or any other person. The purpose of this RFP is to set the terms for the selection process and to provide Bidders with information that may be useful to them in preparation and submission of their Bids.
6. The bidder shall bear all its costs associated with or relating to the preparation and submission of its bid, including but not limited to preparation, copying, postage, delivery fees or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the bidder and the authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation of submission of the bid, regardless of the conduct or the outcome of the bidding process.

Place: Dehradun Date:

BID INFORMATION SHEET

The brief details of the RFP are as under:

(A)	**NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB**	1. Selection of Battery Energy Storage System Developers (BESSD) for Setting up 41 MW/102.5 MWh Grid Interactive Battery Energy Storage Systems at 33/11 kV substations under Capacity Charge-based Competitive Bidding with Viability Gap Funding Support 2. The Projects will be set up under "**BOO" model (Build- Own – Operate Model)**
(B)	**RFP NO. & DATE**	CCP-1/49/2026-2027 dated 17-11-2026
(C)	**TYPE OF BIDDING SYSTEM**	Single Stage Bidding with Two Envelopes
(D)	**TYPE OF RFP/ TENDER**	E – Tender
(E)	**COMPLETION/ CONTRACT PERIOD**	As mentioned in RFP Document
(F)	**COST OF RFP DOCUMENT (NON- REFUNDABLE)**	**Rs 29,500/- including 18% GST** shall be submitted through NEFT/ RTGS transfer in the account of **Executive Engineer (HQ) UPCL drawn on PUNJAB NATIONAL BANK, Account number 4211002100004098 , IFSC Code PUNB0421100**
(G)	**DOCUMENT PROCESSING FEE (NON-REFUNDABLE)**	**Rs. 9,63,000/- including 18% GST** for Cummulative Capacity quoted by each bidder, shall be submitted through NEFT/RTGS/ DD/ CDR / FDR transfer in the account of **Executive Engineer (HQ) UPCL drawn on PUNJAB NATIONAL BANK, Account number 4211002100004098, IFSC Code PUNB0421100** **Non Refundable to L1 bidder only**
(H)	**EARNEST MONEY DEPOSIT (EMD)**	Amount of **INR 4,13,00,000 (Indian Rupees Four Crore Thirteen Lakhs only)** shall be submitted in the form of Bank Guarantee/ FDR/ DD/CDR/RTGS/NEFT from nationalized /scheduled commercial bank located in india in favour of Executive Engineer (HQ) UPCL drawn on PUNJAB NATIONAL BANK, Account number 4211002100004098 , IFSC Code PUNB0421100.

(I)	**PERFORMANCE BANK GUARANTEE**	Bidders selected by UPCL based on this RFP shall submit Performance Bank Guarantee (PBG) for a value of **INR 12.92 Cr.** (Rupees Twelve Crore Ninety Two Lakhs only), prior to signing of BESPA as per terms of RFP from nationalized /scheduled commercial bank located in india in favour of Executive Engineer (HQ) UPCL drawn on PUNJAB NATIONAL BANK, Account number 4211002100004098 , IFSC Code PUNB0421100.
(J)	**PRE-BIDMEETING**	To be held in offline and Online mode at UPCL, VCV – Gabar Singh, Urja Bhavan, Dehradun, Uttarakhand as per date & time mentioned in this document. Bidders shall submit their queries on or before to UPCL through email. For reference, the email ID is ccp1@upcl.org Queries to be submitted on or before: **26.11.2026 by 1700 Hrs** Pre-bid meeting to be held on: **26.11.2026 at 11:30 Hrs** **Pre bid queries submitted after above mentioned date and time shall not be entertained**
(K)	**OFFLINE & ONLINE BID- SUBMISSION DEADLINE**	Applicable as per NIT
(L)	**TECHNO- COMMERCIAL BID OPENING**	As per NIT
(M)	**e-Reverse Auction (e- RA)**	--NA--
(N)	**Tender web-site**	**https://www.uktenders.gov.in**
	Name, Designation,	Superintending Engineer, CCP- I
(O)	**Address and other details (For Submission of Response to RFP)**	UPCL, VCV – Gabar Singh, Urja Bhavan, Dehradun, Uttarakhand
(P)	**Details of persons to be contacted in case of any assistance required**	1. **Superintending Engineer** E-mail: ccp1@upcl.org Mobile No. : 9258127530 2. **Executive Engineer** Mobile No.: 9690016837 3. **Asst. Engineer** Mobile No.: 7217056740
(q)	**Bank Account, GST and PAN details of UPCL**	Executive Engineer (HQ) UPCL PUNJAB NATIONAL BANK,

		Account number 4211002100004098 , IFSC Code PUNB042110 GST : 05AAACU6007G1ZP PAN: AAACU6007G
	Important Notice: Prospective Bidders are requested to remain updated for any notices / amendments/ clarifications etc. to the RFP document through the websites **https://www.uktenders.gov.in** No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually.	

1. Bids must be submitted strictly in accordance with the RFP, 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 RFP documents and not to stipulate any deviations/ exceptions. Any bidder, who meets the Qualifying Requirement and wishes to quote against this RFP, may download the complete RFP document along with its amendment(s) and clarifications if any, from **https://www.uktenders.gov.in** and submit their Bid complete in all respect as per terms & conditions of RFP Document on or before the due date of bid submission.

3. Bidder quoting the Lowest Rate shall be considered as L-1 Bidder and eligible for signing the BESPA.

SECTION 1. INTRODUCTION & INVITATION FOR BIDS

1. Background & Introduction

1.1 Uttarakhand Power Corporation Limited (hereinafter referred to as "UPCL") is a company incorporated under the Companies Act, 1956 and is a Government of Uttarakhand undertaking. UPCL is the sole electricity distribution licensee for the entire State of Uttarakhand, responsible for the distribution and retail supply of electricity within its licensed area of operation.

1.2 With significant global advancements in renewable energy technologies and manufacturing processes, Renewable Energy (RE) has emerged as one of the most cost-effective and affordable sources for meeting growing energy demands. While initial renewable capacities have been successfully integrated into the power grid, increasing penetration of variable renewable energy sources is expected to pose operational challenges, including intermittency, variability, and supply–demand mismatches.

1.3 In accordance with the MoP (NRE Section), Govt. of India's guidelines vide No. F.No. 48-15/7/2025-NRE Section) dated 09.06.2025 for Viability Gap Funding (VGF) Scheme for development of Battery Energy Storage System (BESS) suppoRtEd through Power System development Fund(PSDF), along with Ancillary Services, UPCL. is exploring option to enter into energy storage business (ESO) through installation of BESS at various Substation of UPCL. Ministry of Power has approved VGF to Uttarakhand State @ 18 Lakh per MWh for development of 500 MWh BESS capacity suppoRtEd through PSDF which shall be extended to developers for BESS plants established by them.

1.4 UPCL desire to contribute to enhance the efficiency and reliability of power grid, contribute to clean energy practices, and ensure a stable power supply for community. Battery Energy Storage System contribute the grid stability during the peak time by storing the excess electricity when demand is low and releasing it when demand is high. They help smooth out fluctuations, provide rapid response and improve overall grid reliability

1.5 With respect to increasing the storage component in the energy mix, CEA's Report on identification of usage of storage as business case and for ancillary services, identifies Pumped Hydro Storage System (PSP) and Battery Energy Storage Systems (BESS) as the commercially deployed solutions for providing requisite storage capacity. CEA's Report on Optimal generation capacity mix for the year 2029-30 (Version 2.0), released in April, 2023, envisages a total installed Battery Energy Storage capacity of 41,650 MW/208,250 MWh as part of the installed capacity in 2029-30. This will be in addition to 18,986 MW of Pumped Hydro Storage System envisaged to be a component of the installed capacity in 2029-30.

1.6 Going forward, the planning process for transition to a greener energy mix in the country would entail integrating the planned Renewable capacity into India's energy grid while ensuring its safety and reliability. Apart from Pumped Hydro Storage Plants, BESS are envisaged to be significant element of the future grid with increased share of renewable energy in accordance with the target of 500 GW of non-fossil-based capacity to be installed

by 2030. Energy Storage Systems (ESS) are necessary to address this challenge by storing excess energy when not needed and supplying it during peak demand periods. As reliance on RE increases, the grid experiences stress during evening and morning peaks when sufficient RE is not available, necessitating additional power dispatch. ESS plays a vital role in successfully integrating RE into the grid and assisting grid operators in managing these fluctuations in demand and RE supply. ESS connected to solar pooling stations also help in maximizing the capacity utilization of RE transmission systems.

1.7 In line with the above objectives, and to meet the peak and off-peak power requirements of the State, the Distribution Company (UPCL) proposes to utilize Battery Energy Storage Systems on an "on-demand" basis. Accordingly, UPCL hereby invites proposals for the establishment of Twenty one (21) Grid-Interactive Battery Energy Storage Systems of capacity 100 MW / 250 MWh, to be connected at 33/11 kV substations, with complete two (2) charge–discharge cycles per day, under the Viability Gap Funding (VGF) support scheme. UPCL shall enter into a Battery Energy Storage Purchase Agreement (BESPA) with the successful bidder(s) selected pursuant to this Request for Selection (RFP), for procurement of energy storage services in accordance with the terms and conditions set forth herein.

1.8 The Battery Energy Storage System Developers (hereinafter referred to as "BESSDs") selected by UPCL through this RFP shall be required to establish, own, operate, and maintain the BESS projects on a Build–Own–Operate (BOO) basis, in strict accordance with the provisions of this RFP document and the standard BESPA.

1.9 Bidders shall be free to avail themselves of any fiscal incentives, including but not limited to accelerated depreciation, concessional customs or excise duties, tax holidays, or any other benefits as may be available under applicable laws and policies for such projects. Availment or non-availment of such incentives shall have no bearing on bid evaluation or tariff discovery. UPCL does not provide any assurance or representation regarding the availability or continuity of such incentives, and no claim or liability shall arise against UPCL on account of a bidder's inability to avail the same. Submission of bids shall be deemed to be independent of the availability or non-availability of fiscal incentives.

1.10 Guidelines for Implementation of the RFP

This RFP has been issued in accordance with the "Guidelines for Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution Assets, along with Ancillary Services", notified by the Ministry of Power, Government of India, vide Gazette Notification dated 10.03.2022, including all amendments, clarifications, and corrigenda issued thereunder up to the bid submission deadline. UPCL is acting in the capacity of the "Procurer" as defined under the said Guidelines.

1.11 Viability Gap Funding (VGF)

The State of Uttarakhand has been nominated under the State Component of the Viability Gap Funding (VGF) scheme for the development of Battery Energy Storage Systems by the Ministry of Power, Government of India. The selected BESSD shall be eligible for Central Financial Assistance in the form of VGF, to be disbursed in accordance with the provisions of this RFP and the BESPA. The VGF shall be limited to up to Rs.18 Lakhs per MWh of the eligible capital cost of the BESS project and shall be provided as a non-recurring grant, fully funded by the Central Government.

Note: The VGF guidelines and any amendments issued by the Ministry of Power, Government of India, shall be applicable to this RFP.

1.12 Disbursement of VGF

The Bid Implementing Agency (BIA) / Eligible Entity shall be required to furnish a Bank Guarantee equivalent to the VGF amount proposed to be disbursed, prior to the release of VGF, as specified in this RFP. The said Bank Guarantee shall be liable to encashment in the event of non-compliance with the scheme conditions stipulated in the RFP documents. The Bank Guarantee corresponding to the VGF sanctioned up to the Commercial Operation Date (COD) may be released within one (1) years from the COD, subject to fulfillment of all applicable conditions.

The VGF for each project shall be disbursed to the BIA / Eligible Entity upon certification by the Central Electricity Authority (CEA) regarding achievement of the prescribed milestones, and upon submission of the requisite Bank Guarantee.

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

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

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

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

BESPA:

BESPA will be signed between UPCL and Successful Bidder(s) after tariff adoption is cleared by the Hon'able UERC. The UPCL shall pay to the Seller(s) capacity charges discovered through the Tariff adopted by upcl after clearance of Hon'able UERC based on competitive bidding process. The Capacity charges shall be payable by the UPCL in Indian Rupees, as per provisions of the BESPA.

In case, UPCL offers to execute the BESPA with the Selected Bidder and if the Selected Bidder does not execute the BESPA within the stipulated time period, then the Bank Guarantee/Bid security/Security Deposit submitted up to that level stands forfeited by UPCL and no claim shall be entertained in this regard.

SECTION 2. SPECIAL CONDITIONS OF CONTRACT

2. Scope of Work

2.1 General Scope : Under this Request for Proposal (RFP), the selected Battery Energy Storage System Developer (hereinafter referred to as "BESSD") shall be responsible for the Site survey, design, engineering, financing, supply, installation, testing, commissioning, operation, and maintenance of a Grid-Interactive Battery Energy Storage System (BESS), with the primary objective of making energy storage capacity available to UPCL for charging and discharging on an "on-demand" basis, in accordance with dispatch instructions issued by the State Load Dispatch Centre (SLDC) / System Operations Wing of UPCL.

The detailed technical, operational, and performance requirements applicable to the BESS are specified under this RFPs and the Battery Energy Storage Purchase Agreement (BESPA).

2.2 Project Development and Interconnection: The complete scope relating to the establishment of the BESS, including its interconnection with the 33 KV UPCL distribution network, shall be the sole responsibility of the BESSD. This shall include all activities necessary to achieve Commercial Operation Date (COD) in compliance with the provisions of this RFP and BESPA.

2.3 Technology Selection: This RFP is technology-agnostic. The BESSD shall used Lithium-ion battery storage technology, provided that:

The selected system meets the definition of a BESS under this RFP;

All specified technical, safety, environmental, and performance criteria under the RFP and BESS and Applicable Indian and international standards shall be adhered by BESSD.

2.4 Land and Site Availability: UPCL shall provide land within its 33/11 kV substations for installation of the BESS at Right of Use (ROU). Ownership of the land shall remain vested with UPCL, and no right, title, or interest shall be deemed to be transferred to the BESSD.

2.5 Grid Interconnection and Metering: The grid interconnection voltage shall be 33 kV, with interconnection at the bus of the UPCL 33/11 kV substation. The metering point for energy accounting shall be located at the designated interconnection point in accordance with applicable regulations and UPCL requirements.

2.6 Transmission and Associated Costs: All costs relating to transmission and evacuation infrastructure from the BESS up to and including the interconnection point—including but not limited to construction of lines, wheeling charges, SLDC charges, scheduling charges, system operation charges (SOC), market operation charges (MOC), losses, maintenance, and any other statutory or regulatory charges—shall be borne entirely by the BESSD. Operation and maintenance of the transmission system up to the interconnection point shall also be the sole responsibility of the BESSD.

2.7 Charging, Dispatch, and SCADA Integration: Energy required for charging the BESS shall be supplied by UPCL. All charging and discharging instructions shall be issued by the SLDC/Engineer I/C /Power Management Cell (PMC) of UPCL. The BESSD shall provide real-time visibility through SCADA integration, including but not limited to:

i. State of Charge (SoC),
ii. Readiness for remote operation,
iii. Cumulative energy import/export, and
iv. Other operational and health parameters, to UPCL's control systems.

2.8 Control Systems: The BESSD shall deploy a Battery Management System (BMS) and an Energy Management System (EMS) for effective monitoring, control, and optimization of BESS operations.

The EMS application software shall be developed indigenously in India and shall be compatible with UPCL's existing EMS, ADRS and SCADA systems (IEC 60870-5-104), complying with applicable cyber security requirements.

2.9 The Battery Disposal: Upon completion of the twelve (12) year contract period, the BESSD shall ensure safe handling, recycling, and disposal of batteries in compliance with:

a. Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 (as amended), and

b. Battery Waste Management Rules, 2022 (as amended from time to time).

2.10 Survey and Design Responsibility: Complete survey, design, engineering, supply, erection, testing, commissioning and interconnection of the BESS with the State Distribution network (of UPCL) shall lie with the BESSD. All designs shall meet the required performance standards under this RFP and BESPA.

2.11 Objective of UPCL for BESS: The primary applications envisaged for the BESS is Energy time-shift (arbitrage) and ramping support. However, for increasing the utilization of the BESS and improving the economic viability, BESS shall be Capable for other use cases, such as frequency support (ancillary services), capacity upgrade deferral, resource adequacy, and backup supply to critical loads (e.g., black start) etc.

2.12 Operating Philosophy: The BESS shall draw power from and inject power into the UPCL network strictly in accordance with dispatch instructions issued by SLDC/Engineer I/C / Power Management Cell (PMC) of UPCL. UPCL shall provide charging power considering the minimum system efficiency stipulated under the BESPA.

2.13 Approvals: All designs, Guaranteed Technical Particulars (GTPs), drawings, and calculations shall be submitted by the BESSD for approval by UPCL Or UPCL's Representative prior to supply and installation of

the same at project site.

2.14 Quality Assurance: Inspection of materials and equipment shall be carried out in accordance with UPCL's Quality Assurance procedures (QAP). Factory Inspection shall be carried out by UPCL's officer / representative after approval of MD-UPCL which shall be taken by the SE I&QA for all the major equipment as per the approved QAP at the risk and cost of the BESSD.

2.15 SCADA Integration: The SCADA of BESS shall be integrated with Automatic Demand Response System ADRS) of UPCL (HQ).

2.16 Supply, Erection, and Commissioning: The BESSD shall undertake end-to-end execution including, but **not** limited to:

A. **Turnkey Execution:** Site survey, planning, design, engineering, transportation to site, insurance, supply at site, unloading, handling, storage, required site area grading, construction and civil work, installation, integration, testing, commissioning & demonstration for acceptance of all equipment/ materials and miscellaneous item required to complete the BESS installation, which includes, but is not limited to the following:

a) Battery packs, Power conditioning system, Heating , Ventilation ,Air conditioning (AC) system, UPS, system hardware, measurement & control device, and other associated items necessary for trouble free operation and maintenance of whole system.
b) Energy Management System compatible for integration with existing UPCL's Energy Management System (EMS), ADRS and with SCADA (IEC 104) and all associated hardware and software including internet connectivity upto the monitoring and control system which will be placed in UPCL control room/ building. The control/ monitoring system shall be cyber security compliant as it will be connected to UPCL SCADA system. The selected bidder should integrate the EMS system with the UPCL SCADA system meeting the cyber security norms.
c) Containers, structures, earthing design, and battery modules inter-connection
d) Power Conditioning Units (PCU) with monitoring & control related equipment such as actuators, sensors, transducers etc.
e) Appropriate protection including breaker/ CT/PT and safety features.
f) Mandatory spares, maintenance tools and tackles
g) Interconnection with the grid
h) Project Management including adherence to all requisite safety practices.
i) Automated Fire and Smoke detection and Fire suppression system for all deliverables under the scope of work including but not limited to Battery container, Power Conversion System (PCS), and Transformers
j) Factory Acceptance Test (FAT) and Site Acceptance Test (SAT)
k) CCTV video surveillance with 360-degree night vision with live feed output on mobile app and EMS screen and archival in DVR including any other required hardware, software, and internet connectivity.

B. **Completeness Obligation:** An analysis of the functional and performance requirements of this

specification and / or site surveys, design and engineering may lead the bidders to conclude that additional items are required that are not specifically mentioned in this specification. The bid/ proposal should include all equipment, services and associated costs required to ultimately commission a viable and fully functional BESS that meets or exceeds the capacity and performance requirements specified. Such materials shall be considered to be within the scope of the contract.

C. **Environmental and Site Protection:** The offered items shall be designed to operate as per the site conditions. Adequate measures meeting the relevant standards shall be taken to provide protection against contaminants, pollutants, water & moisture, lightning & short circuit, vibration & electro-magnetic interference, etc.

D. **Site Visits:** The bidders are advised to visit sites (at their own expense), prior to the submission of the bid, and make surveys and assessments as deemed necessary for proposal submission.

2.17 Installation and Commissioning of BESS that includes:

a) Special care to be taken while designing the system to cater to heavy rainfall, strong winds, temperature variations, and earthquakes that may be prevalent in the area.

b) The Selected Bidder shall provide all related drawings, documents, and reports to relevant IS/ IEC/UL/IEEE/NFPA standards.

c) Submission of drawings, reports, certifications, Documentation and Training to the officers/ officials of UPCL.

d) Undertake Pre-commissioning and Commissioning tests of all supplied equipment:

i. Seven (7) days continuous Test running of the grid-connected BESS facility including battery operation trials at Site, prior to COD.

ii. Installation of appropriate measurement and control devices at required location, with submission of drawings - approved prior to commencement of work on Site.

iii. The bidder shall supply the copy of relevant ISS / IEC and other relevant documents along with the GTP, Drawing, calculations and associated documents for approval before supply and erection of the materials in the project.

iv. Issuance of Commissioning certificate from relevant authorities for the facility.

2.18 General Instructions:

a) Security and safety of all materials at site(s) shall be the responsibility of the Selected Bidder/ BESSD.

b) Expenses for any other works, supply of material, and providing services including re-testing of any equipment/component during FAT required for the successful commissioning and operation of the plant, but not specifically mentioned in this document shall be borne

by the selected bidder/ BESSD.

c) Safety measures/ standards have to be strictly complied with/ matched by the Selected Bidder(s)/ BESSD(s) throughout implementation activity.

d) All local labour, employment, and other issues shall be handled independently by the Selected Bidder/ BESSD and manpower/ local labour deployed for work by the bidders shall have no relation with UPCL.

e) The entire responsibility and risk relating towards the manpower working at the Site, and compliance of different statutory regulations (like Workman Compensation Act, Employees State Insurance Corporation (ESIC), Factory Act. 1948, Contract Labour Regulation, and Abolition Act 1970, Shop and Establishment Act. 1948, and other Statutory regulatory bodies, etc.) shall solely lie with the Selected Bidder. The Selected Bidder shall also be solely responsible for payment of wages, provident fund, bonus, retrenchment compensation leaves, etc. applicable as per various statutory regulations to their entire workforce and keep the Uttarakhand UPCL indemnified in this regard against any claim.

f) **The BESSD must ensure that the BESS installed is of requisite Quality as per BESS industry Practices and refurbished Battery Cells are not used in the project. Undertaking on the bidder's letterhead to be provided to UPCL.**

2.19 Delivery, Installation, and Commercial Operation Date (COD):

Delivery of materials, installation, testing, and commissioning of the project should be completed within period of 12 months from the Effective Date of BESPA or Handover of Land for Right of use whichever is later. This shall be the Scheduled Commissioning Date (SCD). Transit insurance and storage insurance all materials will be within the scope of work. The systems will be commissioned only after successful trial run of the system for seven (7) days from the date of commissioning and submission of relevant test reports and reports related to System Availability, Round Trip Efficiency and minimum dispatchable energy. UPCL shall then issue the commissioning certificate after the successful trial run of 7 (seven) days & submission of relevant test reports, and this date will be regarded as the Commercial Operation Date (COD).

2.20 Operation and Maintenance

a) The operation & maintenance of the BESS would include operating the BESS as per control logic mentioned by respective UPCL and separate module needs to be integrated with EMS for optimal dispatch, wear & tear, overhauling, insurance, and replacement of defective cells, invertors, PCUs, spares, consumables & other parts for a service period of twelve (12) years.

b) BESS shall support primarily energy arbitrage benefits along with peak load management. The bidder is expected to operate the BESS in a manner that meets the requirements of UPCL

c) The BESS system shall include Energy Management System (EMS), Battery Management System (BMS) and dashboard to display key operational parameters such as voltage, current, battery SoC, frequency etc. Final list of parameters will be decided during detailed engineering.

d) Monitoring of BESS performance as per IEC 62933-3 and parameters decided during detailed engineering and supply of all technical, production/operation data and information and making it available as and when required would be the responsibility of the BESSD.

e) The BESSD shall be responsible to carry out routine and preventive maintenance and replacement of each and every component/ equipment of the BESS in case of any failure and further, they shall provide all labour, material, consumables etc. for routine and preventive maintenance at their own cost. BESSD shall be responsible to keep consumables and spares at their own store and UPCL shall not be responsible for providing any space for storage.

f) The BESSD shall carry out preventive maintenance of each and every component of the BESS and shall provide the required manpower, materials, consumables, components, or equipment etc. at regular intervals as per the discretion of UPCL.

g) The BESSD shall carry out maintenance activities as a result of sudden failure/ breakdown of any particular component or equipment. Bidder / BESSD shall be responsible to carry out breakdown maintenance of each and every component of the BESS and shall provide the required manpower, materials, consumables, components, or equipment etc. for breakdown maintenance at their own cost irrespective of the reasons of the breakdown/failure.

h) The BESSD shall make themselves available to undertake a visit to the site on call basis to provide maintenance services within 12 hours of lodging of complaint by the respective UPCL through Telephone/ E-mail or, any form of written communication. The BESSD shall provide dedicated trained contact/ personnel for troubleshooting and complaint lodging.

i) An Operation, Instruction and Maintenance Manual in English / Hindi language as per the requirement should be issued enclosing the following aspects:

   1. Basic principles of BESS operation.
   2. A small site-specific write-up (with a block diagram) on the BESS – its components, battery packs, inverter, junction boxes and expected performance shall be provided.
   3. Type of battery technology finalized, Make & Model number, Voltage & capacity of inverter and cells, used in the BESS.
   4. Technical characteristics of the entire component.
   5. Clear instructions on regular maintenance and trouble shooting.
   6. Contact details of relevant official of the Bidder/ BESSD.

j) Bidder shall maintain stock of mandatory spares required for emergency troubleshooting during the project life. In any case, BESS plant/ system should be in running condition within 12 hours of break-down.

k) Sub-Contracting: No sub-contracting of work in full or in part is allowed.

l) An analysis of the functional and performance requirements of this specification and / or

site surveys, design and engineering may lead the bidders to conclude that additional items are required that are not specifically mentioned in this specification. The bid/ proposal should include all costs required to ultimately commission a viable and fully functional BESS that meets or exceeds the capacity and performance requirements specified. Such materials shall be considered to be within the scope of the contract. To the extent possible, the bidders shall identify and include all such items in their proposal.

3. Total Capacity Offered and Project Sizing

3.1 Selection and Minimum Project Size:

1. Selection of Battery Energy Storage System (BESS) Projects for a total cumulative capacity of 41 MW/ 102.5 MWh shall be undertaken through a bidding process in accordance with the procedures specified in this RFP.
2. The minimum discharge duration is of 2.5 hours per cycle.
3. Final BESS design, layout, and configuration shall be subject to land availability, and the BESS Developer (BESSD) shall obtain UPCL's approval of the design prior to finalization.
4. Selection of L1(Lowest Financial bid) Project Developers shall be based on the Contracted Capacity quoted by bidders. For the purpose of this RFP and the BESPA, the term "Project" shall exclusively refer to the BESS facility established by the BESSD to make available the Contracted Capacity to UPCL.

3.2 Project Sizing and Oversizing

For a given Contracted Capacity, the BESSD may, at its discretion, oversize the installed BESS (in terms of power and/or energy) beyond the minimum rated capacities stipulated in this RFP, in order to meet performance guarantees over the Contract Term.

However:

i. At the time of commissioning, the rated Power Capacity (MW) and Energy Capacity (MWh) installed shall be verified against the capacities declared in the BESPA.

ii. UPCL's contractual obligation shall be limited strictly to the Contracted Capacity, irrespective of any oversizing undertaken by the BESSD.

3.3 List of Projects :

UPCL has identified area at 33/11kv substation at UPCL's premises in which cumulative 41 MW/102.5 MWh * of BESS per cycle.

DISTRICT	CIRCLE	DIVISION	SUB DIVISION	SUBSTATION NAME	Latitude	Longitude	Capacity (MW)	Capacity (MWh)
Uttarkashi	Tehri	Uttarkashi	Chinyalisaun	33/11 Kv Kalyani	30.3754	78.4339	10	25
Haridwar	Haridwar	Haridwar Rural	Sidcul	33/11 Kv Sector 8 S/s	29.95096667	78.0701	4	10
Uttarkashi	Tehri	Uttarkashi	Chinyalisaun	33/11 Kv Dhanarigaad	29.94715	78.0779	10	25
Haridwar	Haridwar	Jwalapur	Jawalapur 2	33/11 Kv Jwalapur 2 S/s	29.92041944	78.09899139	6	15
Haridwar	Roorkee	Roorkee_Rural	Manglore	33/11 Kv New Manglaur S/s	29.809501	77.87157	6	15
Tehri	Tehri	Tehri	Pratapnagar	33/11 Kv Rajakhet	30.3385507	78.543409	5	12.5
TOTAL							41	102.5

*Note: Above mentioned Sites and Capacity is Tentative, bidder is required to confirm/finalize as per survey & requirement of UPCL.

4. Maximum Contracted Capacity Allocation for a Bidder

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

4.1 Bid Submission Conditions: The Cummulative capacity of 41 MW/ 102.5 MWh shall be set up at various locations as mentioned in RFP.

A. A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit only one consolidated bid for participation in this RFP in the prescribed formats.

B. Land shall be provided through Right-of-Use basis by UPCL to the developer (BESSD).

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

4.2 Evaluation and Allocation: The evaluation of bids shall be carried out as described in Section-4 of RFP. The methodology for Allocation of Projects is elaborated in Section-4 of RFP.

4.3 Multiple Bids Restriction: Subject to the exception as per Clause 4.1 above, multiple bids from same company including its

Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.

5. Project Location and Land Availability

5.1 Location: The Cummulative Capacity of 41 MW/ 102.5 MWh shall be located in the vicinity of 33/11 KV substations of UPCL network as per information mentioned in RFP, within the State of Uttarakhand. Land identification and allocation for the Projects will be under scope of UPCL i.e. Distribution licensee owning the identified substation.

5.2 Timeline : The above land area will be given to the BESSD for Right of Use (ROU) within 30 working days from Effective Date of the BESPA.

5.3 Site Layout and Safety Provisions:

a) The BESS area shall generally be located at one end of the substation yard. Any approach road required for access shall be constructed by the BESSD without affecting substation operations.

b) Considering the fire risk associated with BESS installations, the BESSD shall provide adequate fire barriers or equivalent safety measures between the BESS facility and substation equipment.

6. Nodal Officers of UPCL

Contact details of concerned officers from UPCL for the BESS Project / Site visit are as follows:-

a. Er. Ashish Arora, Chief Engineer (Civil) – cecivilupcl@gmail.com

7. Connectivity with the Grid

7.1 Connectivity Standards: The Project should be designed for interconnection with the UPCL Distribution Network in accordance with the prevailing UERC / CERC regulations in this regard. For interconnection with UPCL Distribution Network and metering, the BESSD shall abide by the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other Regulations/Procedures (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA). The voltages for interconnection at the UPCL Distribution Network shall be as stipulated by UPCL and shall not be more than 33 kV. BESSD shall also comply with the requirements of relevant authority (UPCL, CERC, UERC, CEA) regarding charging and synchronization.

7.2 Connectivity Responsibility: The Project shall be interconnected to the UPCL sub-stations as per RFP at the identified substations within Uttarakhand. Necessary applications for grant of connectivity will be required to be made by the BESSD. All the requisite costs associated with obtaining connectivity shall be borne by the BESSD.

***Important Notes:**

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

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

(iii) Tentative coordinates of the Interconnection Point may be obtained from the UPCL after fulfilling the conditions as required by UPCL and relevant regulations.

7.3 Cost and Maintenance Responsibility: The maintenance of Evacuation/ Distribution/ Transmission system up to the interconnection point shall be responsibility of the BESSD, to be undertaken entirely at its cost and expense. The entire cost of construction of infrastructure from the Project upto and including at the Interconnection Point, including but not limited to the distribution/ transmission line, maintenance losses, & all cost up to the delivery point shall be borne by the BESSD. The SLDC / Scheduling charges and other charges shall be payable by BESSD.

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

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

7.5 Scheduling, DSM, and Forecasting: The BESSD shall comply with UERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable from time to time. The scheduling of the power to/from the project as per the applicable regulation shall be decided by SLDC. However, any DSM penalties due to violation of the schedule of charging or discharging of the BESS at BESS end shall be to the account of the BESSD. In order to remove potential discrepancies and ambiguities, the BESSDs are hereby instructed that, as part of scheduling of power to/from the Project, they will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces of the SLDC for the corridor of power flow, including the UPCL, as per the Regulations in force, under intimation to UPCL. UPCL may facilitate in identification of any discrepancy and assist the BESSD for its early rectification without any liability on UPCL/STU. The BESSD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices.

7.6 DSM penalties shall be levied separately on the BESSD for deviation in the schedule as per CERC regulations till the application of ABT regime in the State of Uttarakhand, at their BESSD ends for the charging and discharging activities.

7.7 Reactive power charges shall be on account of BESSD as applicable, at BESSD end during charging and discharging, as per UERC regulations as amended from time to time.

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

8. Performance Criteria of the Project

8.1 Contracted Capacity and Dispatch

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

(b) For example, for a Contracted Capacity of 100 MW, the BESPA shall entitle the off-taker, i.e. UPCL, to schedule discharge up to 250 MWh of energy from the BESS in each cycle, subject to the following:

i. Respective UPCL 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).

ii. Energy scheduled for discharge in a given cycle during a year shall be more than or equal to the Min. Dispatchable Energy Capacity at the End of Year as specified under relevant subsequent clause of the instant RFP Document.

iii. Contract capacity shall be the project capacity at delivery point. UPCL shall provide the charging energy factoring the Round-Trip Efficiency (RTE), as per specified RTE in RFP.

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

(d) Power rating of each capacity of 102.5 MWh (41 MW x 2.5 hrs) BESS will be 41MW, i.e., the maximum value of the active Output and Input Power at the Delivery Point. Input power shall be provided by UPCL at delivery point for contract capacity as illustrated in above clause 8.1. Terms and definitions of terminologies related to BESS shall be as defined in IEC 62933-2-1.

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

1. The procurement shall be in power (MW) terms. The BESSD shall install, operate and maintain the BESS to offer facility to UPCL to charge and discharge the BESS on an "on demand" basis. The BESSD shall guarantee a minimum system availability of 95% on annual basis. The BESSD shall pay the liquidated damages for shortfall if any to UPCL. Amount of such liquidated damages shall be twice (i.e. 2X) the Capacity Charges for the capacity not made available.

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

Illustration:

Month	Monthly Average Availability	Monthly Average Availability for Calculation	Annual Average Availability = {∑(Monthly Average Availability)}/ 12
1	95%	95%	
2	95%	95%	
3	93%	93%	
4	97%	95%	
5	93%	93%	= (95%+95%+93%+95%+93%
6	98%	95%	5%+95%+92%+95%+95%+ 91%+90%
7	95%	95%	=93.66% ~94%
8	92%	92%	
9	96%	95%	
10	95%	95%	
11	91%	91%	
12	90%	90%	

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

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

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

where,

System Availability in a time-block =

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

Where,

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

System Monthly availability shall be calculated as per above, and System Annual Availability shall be

calculated as illustrated in 8.1 (e).1

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

(a) For RtE <70%, there shall be a liquidated damage levied @ APPC tariff determined by UERC during prevailing financial year for UPCL, of excess conversion losses considering system RtE = 85% and Capacity Charge payment for the corresponding month shall not be made to the BESSD;

(b) For 70% ≤ RtE < 85%, there shall be a liquidated damage be levied @ 1.5 times of the APPC tariff determined by UERC during prevailing financial year for UPCL, of excess conversion losses considering system RtE = 85%;

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

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

Where,

j refers to the jth month in a year;

D ≠ 0;

D <= 2 x Ebess x (MDn-1 – (MDn-1 – MDn) x j/12)x(Number of days in the jth month))/ RtEg; Ebess refers to Energy Rating specified in Clause 8.1.b. above;

MDn-1 refers to minimum guaranteed dispatchable energy at the end of the previous year (as a % of Capacity at the COD specified in Clause 8.1.e.4. below);

MDn refers to minimum guaranteed dispatchable energy at the end of the current year; RtEg refers to the guaranteed Round-Trip Efficiency under the BESPA;

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

Note:

- The Scheduled capacity shall be subject to the System Power Rating specified in Clause 8.1.a. & 8.1.b above.
- The BESSD shall take separate, metered connection for the Auxiliary Power load of BESS,

  or

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

4. Taking into consideration capacity degradation, the Minimum Dispatchable energy to be made available by

the BESSD at the end of a given year shall be as follows:

Year	Min. Dispatch able Capacity at the end of Year (as a % of Capacity at the Beginning of Life/Final COD)
1	97.50%
2	95.00%
3	92.50%
4	90.00%
5	87.50%
6	85.00%
7	82.50%
8	80.00%
9	77.50%
10	75.00%
11	72.50%
12	70.00%

5. The nameplate ratings shall be achievable during discharge for the full range of environmental conditions at the project site when the battery is fully charged. In any case, the BESS shall be capable of being discharged at reduced power levels from that specified above. The BESSD is required to meet the annual energy commitment subject to point 3 above. The BESSD shall be liable for Liquidated damages to the off-taker, if any, on account of shortfall in supply of committed energy at the Average Market Clearing Price (MCP) in peak hour (18:30 Hrs – 22:30 Hrs) in Day Ahead Market (DAM) of Power Exchange (IEX) for the corresponding billing month period. However, the energy discharged from the battery shall not require to be greater than the nameplate watt-hour rating specified herein.

   For example, during the end of the 3rd Year after COD, the energy scheduled for discharge from 2 MW capacity shall be more than or equal to 2.5*2*0.925 = 4.6250 MWh.

6. SLDC in consultation with UPCL shall, in accordance with Applicable Laws and Regulations thereunder, issue instructions to the BESSD on behalf UPCL for dispatch of electricity to the Grid during such period and in such volume as it may specify in its instructions. The BESSD shall clearly specify the maximum recovery times required to restore the BESS for functional availability between duty cycles. The maximum allowed cooling time between Charge to Discharge or Discharge to Charge would be 1 hr. However, for one cycle recovery time shall not be more than 2 hours.

7. Operational Window: Operational Window shall mean the expected hours/duration of system (capacity) availability on each day during the term of the Contract, excluding:
   a. Maximum BESS recovery time as specified in this document
   b. Grid Outages (duly certified to this effect by the Grid Operator)
   c. Planned Maintenance Outage (except Paddy months) duly informed by the BESSD to the off-taker with at least one month's prior notice, subject to total no. of planned outage period being not more than 34 hours in a two- month period.

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

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

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

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

8.2 Shortfall in meeting Performance Criteria

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

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

Liquidated damages on account of shortfall in meeting the minimum Availability criteria as per Clause 8.1.e.1., will be computed as follows:

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

where,

A is Guaranteed Annual Availability as per Clause 8.1.e.i. above;

B is Actual Annual System Availability, as calculated as per Clause 8.1.e.2 above;

C is BESS Power Capacity;

D is Capacity Charges/MW/month as discovered through bidding process; n is the no. of months.

In case the BESSD fails to meet the monthly RtE demonstration as per Clause 8.1.e.3 above, additional Liquidated Damages for the unavailability of the required minimum RtE shall be applicable for the entire month.

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

9. Commissioning of Projects

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

commissioning of the Project.

9.1 Part Commissioning

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

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

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

a. The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on 12 months from the Effective Date of BESPA or Handover of the land for Right of Use(RoU) whichever is Later.

b. The maximum time period allowed for commissioning of the full Project/Contracted Capacity with applicable liquidated damages, shall be limited to the date as on 15 months from the SCD or the extended SCD (if applicable).

c. In case of delay in commissioning of the Project beyond the SCD until the date as per Clause 9.2.b. above, as part of the liquidated damages, the total PBG amount for the Project shall be encashed on per-day-basis and proportionate to the balance capacity not commissioned. For example, in case of a Project Capacity of 5 MW capacity, if commissioning of 2.5 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: PBG amount X (2.5/5) X (18/365). For the purpose of calculations of the liquidated damages, 'month' shall be considered consisting of 30 days.

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

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

f. It is clarified that for the purpose of commissioning, the Project Capacity shall refer to the rated capacity of the Energy Storage System as declared by the BESSD in the BESPA. Any reduction in the Project/Contracted Capacity on account of Clause 9.2.d & e. above, will have no bearing on the obligation of the BESSD to provide the Project/Contracted Capacity as per the BESPA.

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

h. **Penalty for Delay in Work Completion beyond SCD**:

The delay penalty shall be in addition to the LD (liquidated damages) penalty as details above. In case of delay in commissioning of the Project beyond the SCD, then penalty of Rs. 10,000/- per day shall be levied in case no capacity is commissioned. In case, partial capacity is commissioned, per day penalty proportionate to the balance capacity shall be levied.

10. Delay in Commissioning on Account of Delay in readiness of evacuation infrastructure/Grid Access Operationalization

Subsequent to grant of connectivity, in case there is a delay in readiness of the respective substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the 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 RFP,
ii. The BESSD has adhered to the applicable Regulations/Procedures in this regard as notified by the UERC / STU, and
iii. The delay in grant of connectivity by the STU/UPCL and/or delay in readiness of the substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the STU/UPCL network, is a factor attributable to the STU/transmission licensee/UPCL and is beyond the control of the BESSD;

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

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

11. Early Commissioning

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

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

In case of BESSD sales storage capacity to third party, then UPCL shall not be responsible for providing charging power.
If the BESS capacity is not off taken by UPCL upon early commissioning, BESSD shall arrange for any augmentation of the Battery capacity to meet the capacity criteria mentioned at the time of SCD (i.e. dispatchable capacity on SCD date shall be 100% of the contracted capacity) and to maintain the capacity at the end of every year as indicated in the RFP. Subject to the provisions of the BESPA, in case of early commissioning, if BESSD sells any capacity to a third party, the BESSD will have to

again demonstrate 100% of Contracted Capacity (as per the Commissioning Procedure) to UPCL from the date of commencement of off-take of capacity by UPCL.

12. Viability Gap Funding Mechanism

a) In line with the sanction order issued by the Ministry of Power dated 09.06.2025, Projects selected under this RFP will be eligible for grant of Viability Gap Funding (VGF) support by the Government for development of Battery Energy Storage Systems, and the same will be disbursed through UPCL, as the case may be.

b) Under this RFP, the VGF amount eligible for each Developer shall be limited to the amount calculated **@Rs. 18,00,000/MWh (Rupees Eighteen Lakhs per MWh)**.

c) VGF will be sanctioned separately for each Project, based on the Project Capacity as defined in the respective BESPA.

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

Disbursement of VGF	**% of total VGF sanctioned**
On financial closure, subject to submission of bank guarantee.	20
On Commercial Operation Date (COD)	50
Completion of 1st year from COD	30
Total	**100**

e) The VGF for each project shall be disbursed to UPCL, once the CEA certifies the achievement of the disbursement schedule milestone and submission of the required Bank Guarantee by BESSD.

UPCL shall disburse the tranche wise VGF to BESSD only after receipt of the same from the Govt. of India and submission of BG for 100% of the total VGF amount by BESSD as per clause 12(f).

f) Bank Guarantee: The 1st tranche of VGF will be disbursed only after submission of Bank Guarantee (BG) for 100% of the total VGF amount to the UPCL by the BESSD. This BG is in addition to the Performance Bank Guarantee (PBG) provided by the developer as per PBG clause of this RFP. Upon achieving COD of the Project, the 2nd tranche of VGF shall be released. The BG will be retained by the UPCL for a period of 1 (One) years starting from the COD and will be returned after the end of 1 (One) years, taking into account recovery of VGF, if any.

g) If the BESSD fails to commission the project in the timeline provided in this BESPA, and project got terminated after disbursement of the quantum of VGF, UPCL shall have full right to recover the total amount of VGF being disbursed till the date of termination of BESPA plus interest @ SBI-MCLR (1 Year) plus 5 (five) percent, as existing on the date of disbursement, accrued from the date of disbursement on the disbursed amount. In case Project capacity is being reduced as per relevant article of signed BESPA, recovery of VGF amount shall be made on pro-rata basis corresponding to the capacity being terminated.

h) If the Project is transferred or sold to a third party during the above tenure, the BG will be re-issued by the new entity, corresponding to the amount applicable. The sale/transfer of the Project shall be effective only on submission of BG by new entity. However, this will be subject to prior approval of sanctioning authority of Grants-in-Aid {Rule230(9)}, in view of the asset being acquired substantially out of Government Grants.

SECTION 3 : TECHNICAL SPECIFICATIONS FOR BATTERY ENERGY STORAGE SYSTEM (BESS)

13. Project Overview and Scope

The BESS shall be designed, engineered, supplied, erected, tested, commissioned, operated and maintained in compliance with this RFP, applicable Central Electricity Authority (CEA) regulations, Ministry of Power (MoP) guidelines, MNRE standards, relevant Indian Standards (IS), IEC standards, and other statutory requirements.

The BESS shall be capable **of** two (2) full charge–discharge cycles per day**,** providing 2.5 hours of discharge during morning peak hours and 2.5 hours during evening peak hours**,** as per the operational philosophy defined by UPCL.

14. Site-wise Capacity Configuration

Identified Locations and Capacities

The cumulative BESS capacity of **41 MW / 102.5 MWh** shall be deployed across the following substations, based on land availability and load flow analysis. The Procurer reserves the right to replace or relocate sites, without altering the total contracted capacity, in case of implementation constraints.

DISTRICT	CIRCLE	DIVISION	SUB DIVISION	SUBSTATION NAME	Latitude	Longitude	Capacity (MW)	Capacity (MWh)
Uttarkashi	Tehri	Uttarkashi	Chinyalisaun	33/11 Kv Kalyani	30.3754	78.4339	10	25
Haridwar	Haridwar	Haridwar Rural	Sidcul	33/11 Kv Sector 8 S/s	29.95096667	78.0701	4	10
Uttarkashi	Tehri	Uttarkashi	Chinyalisaun	33/11 Kv Dhanarigaad	29.94715	78.0779	10	25
Haridwar	Haridwar	Jwalapur	Jawalapur	33/11 Kv Jwalapur 2 S/s	29.92041944	78.09899139	6	15
Haridwar	Roorkee	Roorkee_Rural	Manglore	33/11 Kv New Manglaur S/s	29.809501	77.87157	6	15
Tehri	Tehri	Tehri	Pratapnagar	33/11 Kv Rajakhet	30.3385507	78.543409	5	12.5
TOTAL							41	102.5

15. Design Philosophy and System Configuration

15.1 General Design Criteria

1) The Battery Energy Storage System (BESS) shall be **designed, engineered, supplied, installed, tested, commissioned, operated, and maintained** in accordance with:
   a) This RFP and the applicable BESPA;

b) Guidelines issued by the **Ministry of Power (MoP)** and **MNRE**, as amended from time to time;
c) Applicable **CEA Regulations**, **Indian Standards (IS)**, and relevant **IEC / IEEE / UL / NFPA** standards.

2) The BESS shall be designed for **continuous, reliable, safe, and efficient operation** over the entire Contract Period under the **site-specific environmental and grid conditions** of the State of Uttarakhand.
3) All equipment, systems, and subsystems shall be **new, unused, and of proven commercial design**. Use of refurbished or second-life battery cells shall **not be permitted**.
4) The BESS shall be:
   - Standalone and grid-interactive
   - Installed at 33/11 kV substations, connected with Protection directly to the 33 kV bus
   - Designed for peak shaving, load shifting, grid support and ancillary services
   - Compatible with hydropower-linked charging during off-peak hours

5) The EPC Contractor / BESS Developer shall optimize the system layout and equipment sizing, subject to compliance with minimum technical requirements specified herein.

15.1 Design Life and Degradation

1) The BESS shall be designed for a **minimum operational life of twelve (12) years** from the Commercial Operation Date (COD).
2) The system shall be capable of meeting the **minimum guaranteed usable energy, round-trip efficiency, and availability** throughout the Contract Period, considering battery degradation in accordance with the performance guarantees specified in this RFP and BESPA.
3) Battery degradation modeling and replacement philosophy, if any, shall be submitted during detailed engineering and shall be subject to approval by UPCL.

15.2 Battery Technology Requirements

1) Permissible Battery Chemistry

Battery chemistries types of Lithium-ion shall only be permitted upon prior approval from UPCL

2) Minimum Performance Requirements
The Minimum **Performance Requirements form BESS shall be** :

Parameter	Requirement
Depth of Discharge (DoD)	≥ 95%
Round Trip Efficiency (AC-AC)	≥ 85%
C-Rate	= 0.4 C
Design Life	≥ 15 years
Daily Cycles	2

3)Battery cells shall conform to the applicable standards, including but not limited to:

- **IEC 62619** – Safety requirements for secondary lithium cells and batteries;
- **UL 1973** – Batteries for use in stationary applications;

- **IEC 62933 series** – Electrical Energy Storage Systems.

4) **Battery modules and racks shall be designed to:**

- Prevent thermal runaway propagation;
- Allow isolation of faulty modules/cells;
- Enable safe maintenance and replacement.

5) **The Battery Management System (BMS) shall:**

- Monitor voltage, current, temperature, State of Charge (SoC), and State of Health (SoH);
- Provide alarms, protections, and automatic shutdown features;
- Comply with **IEC 62933-2-1** and relevant cybersecurity requirements.

15.3 Energy Storage Containers (ESS)

1) Configuration

Each ESS container shall be:

- Shall be Factory-integrated
- Must have Liquid-cooled

Key Technical Parameters

Parameter	Requirement
Cooling	Liquid cooling (50% Water + 50% Glycol)
Protection Class	Minimum IP55
Operating Temperature	-30°C to +55°C
Working Altitude	Up to 4,000 m
Fire Resistance	≥ 1 hour

15.4 Power Conversion System (PCS)

i. The PCS shall comply with:

- **IEC 62477** – Safety requirements for power electronic systems;
- **IEEE 1547 / CEA Grid Connectivity Regulations**, as applicable.

ii. PCS shall be capable of:

- Bi-directional power flow;
- Operating at rated capacity under continuous operation;
- Providing reactive power support and grid support functions as instructed by SLDC/UPCL.

iii. Harmonic distortion at the Point of Interconnection shall comply with **IEEE 519** and CEA Grid Standards.

15.5 Power Evacuation and Grid Interconnection

1) The BESS shall be interconnected at the voltage level specified in the RFP, in compliance with:
CEA (Technical Standards for Connectivity to the Grid) Regulations;
CEA (Grid Standards) Regulations.

2**) Electrical design shall include:**

- Adequate protection coordination;
- Earthing and lightning protection as per **IS 3043** and **IEC 62305**;
- Short-circuit withstand capability appropriate to the grid fault levels.

3) All transformers, switchgear, cables, and protection equipment shall conform to relevant IS/IEC standards.
4) Direct termination on 33 kV bus **of respective substations with Protection coordination with existing feeders**
5) Compliance with CEA (Technical Standards for Connectivity) , State Grid Code and SLDC requirements

15.6 Energy Management System (EMS)

1) The BESS shall be integrated with a centralized **Energy Management System (EMS)** capable of:

- Real-time scheduling
- Peak / off-peak dispatch
- SCADA ADRS, & SLDC integration
- Cyber-secure remote monitoring
- Historical data logging (≥ 10 years)

2) The Application Software of the Energy Management System (EMS) for the BESS project shall be **developed indigenously within India. Proof and documentation shall be submitted to UPCL.**

15.7 Battery Management System (BMS)

A **three-level BMS architecture** shall be implemented:

- **MBMU – Module level**
- **CBMU – Rack / Cluster level**
- **SBMU – System level**

Accuracy Requirements

Parameter	Accuracy
Cell Voltage	±5 mV
Temperature	±1°C
SOC Estimation	≤ 5%
SOH Estimation	≤ 8%

15.8 Fire Protection and Safety Systems

1) The ESS shall comply with:

- **NFPA 855**
- **UL 9540A**
- **IEC 62619**
- **IEC 63056**
- **IEC 62933-5-2** – Safety considerations for BESS;
- Applicable National Building Code (NBC) provisions.

2) Fire protection shall include:

a) Fire detection and suppression systems shall include:

a. Early smoke detection;
b. Automated fire suppression suitable for battery technology used;
c. Emergency shutdown and isolation features.

b) Safety interlocks, signage, and emergency response procedures shall be incorporated in the design.

15.9 Civil, Structural, and Container Design

a) All civil and structural works shall comply with:

- **IS 456** – Plain and Reinforced Concrete;
- **IS 800** – General Construction in Steel;
- **IS 875** – Design loads.

b) Battery containers and structures shall be designed for:

- Seismic and wind loads;
- Adequate ventilation and thermal management;
- Ease of access for operation and maintenance.

15.10 **Codes, Standards, and Compliance**

a) The design and execution shall comply with all applicable:

- Central and State laws;
- CEA Regulations;
- MoP/MNRE Guidelines;
- IS, IEC, IEEE, UL, and NFPA standards.

c) In case of conflict between standards, the more stringent requirement shall prevail**,** subject to UPCL's approv**al.**

SECTION 4. STANDARD CONDITIONS OF CONTRACT

16. Obtaining RFP Documents

Interested bidders have to download the official copy of RFP & other documents from **https://www.uktenders.gov.in**

17. Cost of Documents & Bid Processing Fees

Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RFP document along with a non- refundable processing fee (only for L1 bidder) 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 RFP 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 UPCL are provided in the Bid Information Sheet.

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

18. Project Scope & Technology Selection

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

19. Connectivity with the Grid

Please refer Section 2- Clause 7 of this RFP.

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

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

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

The above clearances, as applicable for the Project, will be required to be submitted to UPCL prior to commissioning of

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

The BESSD shall be required to follow the applicable rules regarding project registration with the State Nodal Agency (SNA) in line with the provisions of the applicable policies/regulations of Uttarakhand State. It shall be the responsibility of the BESSD to remain updated about the applicable charges payable to the SNA under the applicable State Policy.

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

21. Bank Guarantee towards Earnest Money Deposit (EMD)

21.1 Earnest Money Deposit (EMD) of **INR 4,13,00,000/- (Indian Rupees Four Crores Thirteen Lakhs only)** in the form of Bank Guarantee according to Format 7.3A and valid for 06 months + 45 days claim period from the date of bid opening, 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.

21.2 The Bidder shall furnish the Bank Guarantees towards EMD from the list of banks (including all National Banks) notified by Government of India as amended or replaced from time to time for acceptance of Bank Guarantee as Security Deposit and Performance Security, as amended or replaced from time to time.

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

21.4 Forfeiture of EMD:

The EMD shall be encashed by UPCL in following cases:

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

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

iii. If after issuance of LOI, it is found that the documents/ information furnished by the bidders as part of response to RFP are false/ fake/ misleading/ misrepresented in any way;

iv. If the bidder fails to furnish required PBG in accordance with Clause 22 of the RFP.

22. Performance Bank Guarantee (PBG)

22.1 Bidders selected by UPCL based on this RFP shall submit Performance Bank Guarantee (PBG) for a value **INR 12.92 Cr.** (Rupees Twelve Crore Ninety Two Lakhs only), prior to signing of BESPA. It may be noted that successful Bidders shall submit the PBG according to the Format 7.3B with a validity period upto (& including) the date as on **12 months** after the Scheduled Commissioning Date (SCD) of the Project and the same shall have to be extended time to time as per the Contract / direction of UPCL. Upon receipt and after successful verification of the total PBG in the acceptable format, the BG submitted towards EMD shall be returned by UPCL to the successful Bidder.

22.2 Performance Bank Guarantees (PBGs) shall be submitted separately for each Project.

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

22.3 The BESSD shall furnish the PBG from the list of banks (including all National Banks) notified by Government of India as amended or replaced from time to time for acceptance of Bank Guarantee as Security Deposit and Performance Security, as amended or replaced from time to time. In case of the Project being implemented through an SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in the RFP.

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

22.5 UPCL 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 UPCL in terms of the guarantee as in the case of appropriation of the cash deposit lying with UPCL.

22.6 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.

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

22.8 After the bidding process is over, UPCL shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 30 days. The PBG shall be returned to the BESSD within 12 months from the COD of the Project, after taking into account any liquidated

damages due to delays in commissioning as per the RFP.

23. Payment Security Mechanism

a) UPCL shall open a letter of Credit (LC) with a public sector scheduled bank at least one month prior to the commencement of power supply from the Battery Energy Storage System Project which would be exercised by the Battery Energy Storage System Project only in case of default in the payments by the UPCL beyond due date. All the bank charges for opening/maintaining LC shall be borne by the UPCL.

b) The LC shall be kept valid at all the time during the validity of this Agreement. The amount of LC shall be reviewed annually.

c) The amount of LC during the first year of commercial operation of the station shall be for an amount to 105% of average monthly capacity charge energy bill based on the Tariff & Availability & Round to trip efficiency as per UERC RE, Regulation in force as amended from time to time.

d) However, after lapse of first year of commercial operation of the station, LC shall be renewed for an amount equivalent to 105% of average monthly billing of the preceding 12 months.

e) In case of payment through LC, the Generators shall present bill (s) to the said Bankers with a copy to the UPCL. The bill(s) so presented by the generator to the said Bankers shall be promptly paid on their presentation.

Note: Payment Terms

1. UPCL shall pay to the BESSD the fixed Rent i.e. in Rs. / MW /month (Rs. Per MW per month) of installed capacity for pre-defined usage of battery considering maximum 2 cycle per day, which shall be arrived from the single fixed tariff quoted by the successful bidder in the price bid and further negotiations held.
2. Subject to any deductions which the purchaser may be authorized to make under this contract, the payment shall be made as under:-

- From the commencement of availability of BESS Capacity, UPCL shall pay to the BESSD, the monthly Payment in Rupees (Rs.) as discovered pursuant to negotiation by the competent authority on behalf of UPCL/State, subject to deductions on account of non-adherence to the performance parameters or any other deductions as per the contract.
- The allowable monthly payment shall be reduced on pro-rata basis in case the BESSD (Battery storage System Developer) fails to commission the declared off-take/throughput capacity of the BESS system.
- Revolving Letter of Credit equivalent to one month payment shall be provided by UPCL to the firm in lieu of payment security.
- The payment shall be made as stipulated above on 45th day from the date of submission of bills to the DDO along with requisite documents complete in all respect.

24. Battery Energy Storage Purchase Agreement (BESPA)

24.1 UPCL shall enter into Battery Energy Storage Purchase Agreement (BESPA) with Bidders selected based on this RFP. (Annexure G)

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

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

24.4 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, UPCL will be obligated to off-take capacity only within the performance range as specified in the BESPA and at the charges applicable as per the existing agreements. Any excess supply will be dealt as per provisions of the BESPA.

24.5 Draft BESPA is attached herewith RfP as Annexure G which has yet to be finalized /approved by Honorable UERC.

25. Project Financing Arrangements

The Project Developer shall have tie-up of Financial Arrangements for the projects within **Six months** from the date of signing Power Purchase Agreement (BESPA)/Date of Start. At this stage, the project Project Developer would furnish the following documents:

(a) Project Developer will submit the final loan sanction letter from the bank/FI along with copy of the signed loan agreement.

(b) Required land for project development is under clear possession of the Project Developer. In this regard the Project Developer shall be required to furnish the following documentary evidences:

i. Copy of MoU signed with UPCL for right to use the land on Ground mounted required for setting up of the Battery Storage System (BESS) and associated works.

ii. Sworn affidavit from the Authorized person of the Project Developer listing the details of the land and certifying total land required for the project under clear possession of the Project Developer.

Note: In case of delay in achieving Financial Closure due to delay attributable to developer or without valid reason, UPCL shall terminate the BESPA and forfeit

security deposit provided up to that level.

26. 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 eligible BESS procedure. UPCL. may authorize any individual or committee or organization to witness and validate the commissioning procedure at site. Commissioning certificate shall be issued by UPCL/UPCL/state nodal agency after successful commissioning as per Hon'ble UERC guidelines. The BESPA format, attached herewith in Annexure-G, is merely for reference purpose and final BESPA format, as finalized by GoU/UERC, shall be binding and shared prior to signing of BESPA.

27. Technical Parameters:

The Selected Bidder shall be required to adhere to the technical parameters specified in **Section 3 along with Technical and regularity requirements**.

28. Tariff:

The tariff(capacity charges) quoted by the successful bidder shall be subject to approval/adoption by Hon'ble UERC, as per applicable regulations.

29. Corrupt or Fraudulent Practices

The Employer requires the Bidder/contractors under this contract observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Employer:

(a) *defines, for the purpose of these provisions, the terms set forth as follows:*

(i) *"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and*

(ii) *"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to be detriment to the Employer, and includes collusive practice among Bidder (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.*

(b) *will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.*

(c) Will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

(d) Canvassing in any form is strictly prohibited and in case any Bidder is found doing the same his tender shall be summarily rejected.

(e) In case it is found that the bidder has submitted false information, fabricated information or incorrect information related to pre-qualification criteria of the tender then the bid will be rejected, Bid security/Security deposit/Processing fees submitted up to that stage will be forfeited and the tenderer will be debarred to participate in tenders of UPCL.

30. Submission of Tender

Tender shall be submitted through E-tendering mode.

30.1. The bidder must upload /submit scanned copy of earnest money, **schedule "C"** (Executed on non judicial stamp paper of Rs 100.00), 'PQRPart-I', 'Price Bid part-II' Excel file, on e-tendering website www.uktenders.gov.in before last date & time of tender submission.

Other documents may be uploaded through the link 'General document' on the website.

Bidders are required to submit following document in hard copy to this office within the last date and time of tender, otherwise their tender will be liable for rejection.

- Earnest money deposit (EMD) and schedule 'C'.
- Documents for proof of fulfillment of Pre-qualifying conditions.
- Formats & other required documents.
- The envelope containing hard copies shall be superscribed "Tender Bid Part-I Earnest Money, Validity, Technical & Commercial Bid) against specification No. CCP-I/49/2026-2027."

Special Note: - Please read following (In block) carefully and ensure that: -

1. **If the bidder fails to submit/upload scanned copy of tender fee / relevant fee, earnest money (Valid for 180 days from the date of opening of Part-I +45days claim period),**

schedule "C" (Executed on non judicial stamp paper of Rs 100.00),Processing Fees, 'PQR Part-I', through e-tendering mode then his tender will not be considered for opening even if hard copy of same is submitted by bidder in the office.

2. **Documentary proof of PQR is to be submitted alongwith part-I of bid otherwise Part-II (Price bid) of bidder will not be opened. No correspondence in this regard shall be made with the bidder after opening of Part-I of bid.**
3. **If 'PQR Part-I' is found blank on the website then the bid will not be considered for further processing.**
4. **'Price bid part-II' excel file (so called Part-II) must be submitted/ uploaded through e-tendering mode only. Hard copy of the price bid (Part-II) shall not be considered. If any bidder enclose hard copy of price bid in their Part-I envelope then their bid may be rejected.**

31. PROCEDURE FOR OPENING AND PROCESSING OF TENDERS :

Part-Ist shall be opened online. In offline mode Part-I shall contain two envelops i.e. one for Earnest money, Processing fee and another shall contain Technical & Commercial terms & Conditions. If online mode submission found OK then, firstly, 1St envelop of Part-I will be opened and in case no proper Earnest Money, Processing Fee is found then the 2nd envelope of Part-I will not be opened & tender shall be rejected. If the Earnest Money, Processing fee is found in accordance with the tender specification then 2nd envelope of Part-I for validity & Technical / Commercial Pre-qualifying condition of the offer shall be publicly opened on the due date as specified/notified, further bidder who qualifies in Technical / Commercial Pre-qualifying condition of the offer Part-II (price bid) of that bidder/bidders shall be publicly opened on the due date as specified/notified further.

32 VALIDITY:

The tenders shall be valid for a period of 180 calendar days from the date of opening of the tender or an extended date of opening as perform "C". Tender with lesser validity or not executed on a non-judicial stamp paper of Rs 100/- with a revenue stamp of Rs.1/-, are liable to be rejected.

Bidder shall ensure to put initial on each and every page of the tender. Last page of each document forming part of the tender shall bear full signature under official seal fully disclosing the name, designation and relationship with the firm of the signatory. In case of partnership concern, the tender may be signed by all the partners of the firm or by one of them holding power of attorney (copy to be furnished along with the offer). In case of corporation/Companies, tender may be signed either by the President or Secretary or any other person, authorized to tender in the legal name of Corporation/Company (copy of such authority to be furnished along with the offer).

i. The bidder shall also ensure to furnish the following information along with part-I of tender bid:-

1. Complete Name of Bidder.
2. Registered office address of the bidder with address proof.
3. Copy of GSTIN of Bidder, Details of Principal Place of Business Declared alongwith additional place of business declared by the Bidder.
4. Copy of PAN of Bidder.
5. Documentary evidence towards constitution of bidder. Memorandum of Articles associated of Bidding company/of all member companies of bidding consortium.
6. Authorization of the person for signing the documents and his ID & Address Proof.
7. Commodities / Services to be supplied by the bidder along with their HSN/SAC.
8. CIN in case of corporate bidder/ Copy of Registration under Indian Partnership Act in case of partnership firm.
9. List of Directors/ Partners with their PAN & DIN (if any) or ID & Address proof of Proprietor.
10. In case of AIF, registration certificate issued by SEBI

33. Any action on the part of the bidders to revise the price/prices and/or change the structure of price(s) at his own interest after the opening of the tender may result in rejection of the tender and/or debarring the bidder from participation in purchase by the UPCL for one year in the first instance. In such cases, the earnest money submitted in Part-I shall also be forfeited

34. PRICE & PRICE STRUCTURE:

The quoted prices shall be FIRM in all respect and shall not vary during award of the contract.
The prices quoted by the bidder should be in prescribed format only.

35. IP Address crosscheck

IP address of each bidder must be checked during the evaluation of techno commercial bid of tender. In case IP address of two or more bidders is found same then based upon such observation by UPCL, bids of such bidders may be rejected summarily further if the same bidders are found second time involved in using of same IP address than based upon observation action will be taken by UPCL which may be include forfeiting the EMD including debarring/ blacklisting for further 6 months participation in future tenders of UPCL, based on the merits / demerits of the case.

36. Right of UPCL to Reject a Bid

UPCL reserves the right to reject any or all of the responses to RFP or cancel the RFP or annul the bidding process for any project at any stage without assigning any reasons whatsoever

and without thereby any liability.

37. Post Award Compliances

Timely completion of all the milestones i.e. signing of BESPA, meeting Financial Arrangements Requirements/ Conditions Subsequent (BESPA), Commissioning etc. will be the sole responsibility of BESSD. UPCL shall not be liable for issuing any intimations/ reminders to BESSDs for timely completion of milestones and/ or submission of compliance documents.

Any checklist shared with BESSD by UPCL 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, RFP and BESPA must be timely submitted by the BESSD.

38. Settlement of Disputes

a. Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, settled amicably between the parties.

b. If any dispute or difference of any kind whatsoever shall arise between the UPCL and the BESSD, arising out of the Contract for the performance of the Works whether during the progress for the Works or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by the empowered officer to be appointed by the UPCL, who, within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to the UPCL and the BESSD.

c. Unless as hereinafter provided, such decision in respect of any matter so referred shall be final and binding upon the parties until the completion of the Works and shall forthwith be given effect to by the BESSD who shall proceed with the Works with all due diligence, whether he or the UPCL required arbitration as hereinafter provided or not.

d. If after the Empowered Officer has given written notice of his decision to the parties, no claim to arbitration has been communicated to him by either party within thirty (30) days from the receipt of such notice, the said decision shall become final and binding on the parties.

e. In the event of the Empowered Officer failing to notify his decision as aforesaid within thirty (30) days after being requested aforesaid, or in the event of either the UPCL or the BESSD being dissatisfied with any such decision, or within thirty (30) days after the expiry of the first mentioned period of thirty (30) days, as the case may be either party may require that the matters in dispute be referred to arbitration as hereinafter provided.

39. Arbitration

All matters, question, disputes, differences and/or claims arising out of and/or concerning and/or in connection and/or in consequences or relating to this Contract whether or not obligations of either of both parties under this Contract be subsisting at the time of such dispute and whether or not this Contract has been terminated or purpoRtEd to be terminated or completed, shall be

referred to the Sole Arbitration of the MD, UPCL or an Officer appointed by the MD, UPCL as his nominee. The Award of the Arbitrator shall be final and binding on the parties to this Contract. Subject to aforementioned provisions, the provisions of Arbitration& Conciliation Act 1996 (amendments 2015) and the rules there under and statuary modifications thereof for the time being in force, shall be deemed to apply to the Arbitration proceedings under this Clause.

40. Blacklisting of the Firms

The BESSD/ BESSD will be blacklisted,

a. If the BESSD backs out of the contract at any stage, the firm will be issued two 15 days' notices to commence the work failing which no further notices will be issued and the firm will be straightway blacklisted, without prejudice to other terms and conditions of the contract.

b. If the firm indulges in fraudulent and illegal practices such as forgery, cheating or any civil/criminal wrongdoing or any grave misconduct of similar nature which has a direct impact on the contract and the UPCL. In such case no notice of default will be issued and the firm will be straightway blacklisted in addition to initiating the legal proceedings etc., without prejudice to the other terms and conditions of the contract.

c. If the BESSD fails to complete the work within the delivery/completion schedule, the deduction of the penalty will commence as per the terms and conditions of the present Bid Documents. On deduction of the complete penalty as admissible, the BESSD will be issued one 15 days' notice to complete the work failing which the Performance Bank Guarantee will be forfeited. Subsequent to the above two 15 days' notices will be issued and the firm will be blacklisted thereafter.

The Performance Bank Guarantee of the Blacklisted firms will be forfeited and the firm shall have no claim whatsoever on the same.

However, Procedure and other conditions of contract are regulated by procurement manual of UPCL, so, these will be applicable to the BESSD as per procurement manual of UPCL and amendments thereof from time to time.

"Period of Blacklisting shall be minimum three years and all power utilities in the country shall be intimated about the same."

41. Jurisdiction of the Court

All disputes arising out and touching or relating to the subject matter of agreement shall be subject to the Jurisdiction of Local Court Dehradun and High Court of Judicature at Nainital only.

42. BESSD's Default

42.1 Notice of Default.

If the BESSD is not executing the Works in accordance with the Contract or is neglecting to perform his obligations, there under, as seriously, to affect the Program for carrying out of the Works, the Employer may give 15 days notice of default to the BESSD requiring him to make good such failure or neglect.

42.2 Nature of BESSD's default.

If the BESSD: -

a) Has failed to comply within a reasonable time with a notice under Clause 42 or

b) Assigns the Contract or Sub-Contracts the whole of the Works without the Employer's written consent, or

c) Becomes bankrupt or insolvent, has a receiving order made against him or compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors or goes into liquidation.

The Employer may, after giving 15 days' notice to the BESSD, terminate the Contract and expel the BESSD from the Site.

Any such expulsion and termination shall be without prejudice to any other rights or powers of the Employer, or the BESSD under the Contract. The Employer may upon such termination complete the Works himself or by any other BESSD. The Employer or such other BESSD may use for such completion, BESSD's equipment which is on the Site and as he or they may think proper and the Employer shall allow the BESSD a fair price for such use.

42.3 Payment after termination

The Employer shall not be liable to make any further payments to the BESSD. However, the penalties as per relevant clauses of this RFP shall be applicable.

43. Make in India Compliance

In compliance with the Public Procurement (Preference to Make in India) Order, 2017, as revised by DPIIT vide Order dated 19.07.2024, the Ministry of Power Order dated 16.11.2021, and the Ministry of Power letter dated 24.12.2025 issued in respect of Battery Energy Storage Systems (BESS), this procurement shall mandatorily follow the Preference to Make in India provisions. As BESS has not been notified for exclusive procurement from Class-I local suppliers by the nodal Ministry, both Class-I and Class-II local suppliers shall be eligible to participate in the bidding process.

Bidders claiming local content shall be permitted to submit a self-declaration/Certification of local content at the bid submission stage. However, considering that the estimated value of this tender exceeds Rs 10 crore, the successful bidder shall mandatorily submit, at the time of installation/commissioning or within the period specified by the Employer, a certificate from a statutory auditor or a practicing ChaRtEred Accountant/Cost Accountant certifying the actual certified local content achieved in the executed BESS project. The minimum local content shall be not less than 20% of the total project cost in BESS procurements, which shall include indigenously developed Energy Management System (EMS) application software, as stipulated by the Ministry of Power.

For the purpose of this clause, "Certified Local Content" shall mean the percentage of local content duly verified and certified by the statutory auditor or practicing ChaRtEred Accountant/Cost Accountant on the basis of actual expenditure incurred and value addition carried out in India in the executed

project.

Preference to eligible local suppliers shall be accorded strictly in accordance with the prevailing PPP-MII Order. In case the certified local content is found to be less than the self-declared local content, or if the required certification is not submitted within the stipulated time, the Employer shall be entitled to impose a penalty not exceeding ten percent (10%) of the notional contract value, including recovery of any undue purchase preference or financial benefit availed.

For BOO-based contracts where the tariff is quoted in Rs.
/MW/Month, the notional contract value for the purpose of this clause shall be calculated as:
Notional Contract Value = Awarded Capacity (MW) × Accepted Tariff (Rs./MW/Month) × Contract Period (in months).

PPP-MII (Public Procurement (Preference to Make in India)) Order means Purchase preference to local suppliers shall be extended strictly in accordance with the provisions of the "Public Procurement (Preference to Make in India) Order, 2017" and its subsequent amendments. The preference shall be price-based only. In case the lowest bidder (L1) is not a Class-I Local Supplier, the eligible Class-I Local Supplier whose quoted price falls within twenty percent (20%) of the L1 price shall be given an opportunity to match the L1 price. If such Class-I Local Supplier agrees to match the L1 price, the contract shall be awarded to that Class-I Local Supplier; otherwise, the contract shall be awarded to the original L1 bidder.

Class-I Local Supplier' means a supplier whose offered goods or systems have a minimum local content of fifty percent (50%) or more, and 'Class-II Local Supplier' means a supplier whose local content is twenty percent (20%) or more but less than fifty percent (50%), as defined under the Public Procurement (Preference to Make in India) Order, 2017 and its amendments."

NOTE : Site Offices

For co-ordination and efficient installation, commissioning, maintenance and operation of the Battery Energy Storage System Project, Successful Bidder has to establish working office in District Dehradun. Proof of such establishment has to be submitted before signing of BESPA.

SECTION 5. QUALIFICATION REQUIRMENTS FOR BIDDERS

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

44. General Eligibility Criteria

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

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

i. Limited Liability Partnership (LLPs) are not eligible for participation.
ii. Companies incorporated under the Companies Act, 1956 or 2013 are eligible on standalone basis or as a part of the JV/bidding consortium.
iii. Alternative Investment Funds (AIF) as registered under SEBI. "AIF" shall be as defined by SEBI.

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.

44.2 A Consortium of max. three (3) partners shall participate with one of the consortium partners as the Lead Member. Consortium shortlisted and selected based on this RFP has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of BESPA, keeping the original shareholding of the Bidding Consortium unchanged. In case applications for multiple Projects have been made by a Consortium, separate Project Companies can be formed for each Project. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (Format 7.5).

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

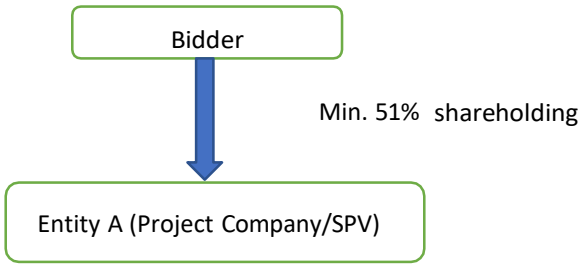
44.4 Any consortium, if selected as Successful Bidder for the purpose of supply of power to UPCL, shall incorporate a Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RFP) before signing of BESPA with UPCL, i.e. the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

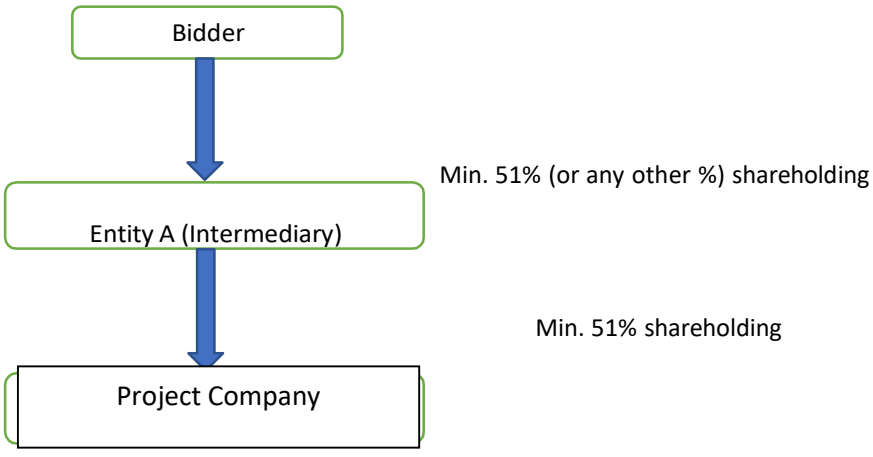
44.5 The Bidder or any of its Affiliates should not be a wilful defaulter to any lender. Further, the Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors should not have been barred or included in the blacklist by any government agency or authority in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

44.6 For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses 44.3 to 44.6 above should be an immediate subsidiary of the bidder, without any intermediaries involved. The following illustrations are provided to clarify the same:

Scenario 1:



Scenario 2:



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

d. The bidder/ Consortium must follow the Public Procurement (Preference to Make in India) Order, 16 Nov 2021 and subsequent amendments, with a minimum of **20% local content** of the project value.

45. Technical Eligibility Criteria

The bidder (sole bidder) or Joint Venture collectively, must have successfully executed project/s involving:

Stand-alone BESS of single project of 71.75 MWh, or two (2) projects of 41 MWh , or three(3) projects of 30.75 MWh in last 7 years and completed upto last 31st March 2025.

OR

A single project of Solar + BESS integrated system of 29 MW, or two (2) projects of 16 MW, or three(3) projects of 12 MW in last 7 years and completed upto last 31st March 2025.

OR

An EPC Contractor/Developer for design, engineering, construction of Sub- station or sub-station bays from 400 kV to 33 kV voltage level with cumulative project cost of at least a single project of 72 Crore or Two (2) projects of 41 Crores each OR three (3) projects of 31 Crores each in last 7 years and satisfactorily operating.

OR

An EPC Contractor/Developer of Renewable Energy Projects (Solar, Small Hydro, wind) with cumulative capacity of minimum 29 MW capacity commissioned with a single project/location of atleast 10 MW in last 7 years and satisfactorily operating for two years period connected up to 33 kV level or above grid.

OR

An OEM (Original Equipment Manufacturer) of containerized Battery Energy Storage System or entity having Indian manufacturing license agreement (copy to be submitted) with BESS manufacture who have supplied cumulative BESS capacity of minimum 120 MWh with one reference project of minimum 18 MWh capacity successfully commissioned.

In case of Stand-alone BESS OR Solar+BESS integrated system bidder/JV shall submit connectivity agreement signed between DISCOM & bidder/JV partner along with work Orders, Completion /Performance Certificates , Award Letters, Completion Certificate along with Performance Certificate and certified copy of payment or any other document evidencing value of completed portion of work to be submitted, giving name of work, value of works, completion period etc.

47 Financial Criteria

47.1 The Net Worth of the bidder must be positive for the each of the last three Financial Years. Net worth means the sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated loses (including debit balance in profit and loss account for current year) and intangible assets.

47.2 Minimum Average Annual Turnover (MAAT) of the Bidder for best three years out of last five financial years of the bidder should not be less than **Rs. 6189 Lacs**.

47.3 Bidder must have liquid assets (LA) and/ or evidence of access to or availability of fund based credit facilities of not less than **Rs. 4126 Lacs** and the Banker should confirm that the Credit facility is earmarked for the Works specified under Bid on receipt of the Bid. Liquid Assets would include unincumbered cash (and equivalents), bank deposits with maturity less than 365 days, securities that can be freely traded or maturity less than 365 days and receivables which has general certainty of getting received minus payables which has general certainty of getting paid.

47.4 In case a bid is submitted by a Joint Venture (JV), all the partners of the JV shall meet, individually, the qualification set forth at para 47.1 above and collectively the requirement of para 47.2 & 47.3 above. The figures for each of the partner of the joint venture shall be added together to determine the bidder's compliance with the minimum qualifying criteria set out in para 47.2 & 47.3 above; however in order for a joint venture to qualify, the partner(s) of joint venture must meet the following minimum criteria:

47.4.1 At least one partner (lead partner) shall meet, not less than 40% of the minimum criteria given at Para 47.2 & 47.3 above.

AND

47.4.2 Each of the other partner(s) shall meet not less than 25% of the criteria given at Para 47.2 & 47.3 above.

47.5 Failure to comply with requirement mentioned in 47.4 will result in rejection of the Joint Venture's bid.

47.6 The lead partner shall be authorized to incur liabilities and receive instruction for and on behalf of any and all partners of the joint venture and the entire execution of the contract including receipt of payment shall be done exclusively through the lead partner or the partner authorized by JV. This authorization shall be evidenced by submitting in Technical Part of its bid, a power of attorney signed by legally authorized signatories of all the partners as per proforma in Section 4 of the RFB/ bidding documents

47.7 All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a copy of the agreement entered into by the Joint Venture partners having such a provision shall be submitted with the Technical Part of the bid. A statement to this effect shall be included in the authorization mentioned under para 47.6 above as well as in the Bid Form and in the Contract Form (in case of a successful bid);

SECTION 6. DEFINITIONS OF TERMS

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

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

48.2"AFFILIATE" shall mean a company that, directly or indirectly,

i. controls, or

ii. is controlled by, or

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

48.3"APPROPRIATE COMMISSION" shall mean as Uttarakhand Electricity Regulatory Commission (UERC).

48.4"AVAILABILITY" shall mean as defined in Clause 9 of the RFP.

48.5"BATTERY ENERGY STORAGE SYSTEMS" or **"BESS"** shall mean the

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

48.6"**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 UPCL (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 UPCL.

48.7"**BATTERY** ENERGY STORAGE PURCHASE AGREEMENT" **or** "BESPA" **shall**

mean the agreement signed between the Selected Bidder/BESSD and UPCL for procurement of capacity from the BESS, as per the terms and conditions of the standard BESPA enclosed with this RFP.

48.8"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 RFP issued by UPCL.

48.9"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.**

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

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

48.12 **"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.

48.13 **"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.

48.14 **"COMMERCIAL OPERATION DATE (COD)"** shall mean the date as defined in the RFP.

48.15 **"CONTRACTED CAPACITY"** shall mean the capacity in MW/MWh ("X" MW x 2.5hrs) contracted with UPCL for providing Energy storage facility for charging and discharging the system on "on-demand" basis, based on which the BESPA is executed with UPCL.

48.16 **"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:

48.16.1 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

48.16.2 provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement.

48.17 **"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.

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

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

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

48.21 **"UPCL" or "Employer"** shall mean as UPCL.

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

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

"FINANCIAL CLOSURE" **or** "PROJECT FINANCING ARRANGEMENTS"

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

48.24 **"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 RFP.

48.25 **"VGF GUIDELINES"** shall mean "Operational Guidelines for State Component under the Scheme for Viability Gap Funding for development of Battery Energy Storage Systems" issued by Ministry of Power vide F. No. 48-15/7/2025-NRE SECTION dated 09.06.2025, including subsequent amendments and clarification thereof, if any, issued until the last date of bid submission of this RFP.

48.26 **"Nodal Officer"** shall mean the officer Incharge of UPCL (respective SE/ Construction) under whose supervision, the project shall be executed as per BESPA.

48.27 **"GROUP COMPANY"** of a Company means

48.28 a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or;

48.29 a Company in which the Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company or;

48.30 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;

48.31 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;

48.32 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.

48.33 "INTER-CONNECTION POINT/DELIVERY/ METERING POINT" **shall**

mean a single point at the 33/11 kV Substation, at the voltage level of 33 kV, where the power from the Project(s) is injected into the grid (including the dedicated transmission line connecting the Projects with the substation system) as specified in the RFP. Metering shall be done at this interconnection point where the power is injected into. For interconnection with grid and metering, the BESSDs shall abide by the relevant CERC/ UERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2014 as amended and revised from time to time.

48.34 **"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).

48.35 "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.

48.36 **"LETTER OF INTENT"** or **"LETTER OF AWARD"** or **"LOI"** or **"LOA"** shall mean

the letter issued by UPCL to the selected Bidder for Award of the Project.

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

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

48.39 **"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.

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

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

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

48.43 **"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.

48.44 **"PROJECT"** shall mean the Battery Energy Storage System set up by the BESSD for

supply of Power "on Demand" basis, having single point of injection into the grid at Interconnection/ Delivery/ Metering Point. The Project shall also comprise auxiliaries and associated facilities, bay(s) for transmission system in the their switchyard, dedicated transmission line up to the injection point and all the other assets, buildings/structures, equipment, plant and machinery (pertaining to the BESS), facilities and related assets required for the efficient and economic operation of the power supply facility, whether completed or at any stage of development and construction or awarded to be developed and constructed for the purpose of supply of power to UPCL.

48.45 **"PROJECT CAPACITY"** shall mean the maximum AC capacity at the delivery point that can be scheduled from the Project.

48.46 **"PROJECT COMMISSIONING"**: The Project will be considered as commissioned in line with the Commissioning procedure defined in the RFP/ BESPA and upon certification thereof by UPCL or its authorized entity / Officer.

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

48.48 **"POWER ON DEMAND"** shall mean the requirement of UPCL to charge and discharge the BESS based on its requirements during the time of day, subject to provisions of the RFP and BESPA.

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

48.50 "**RFP**" **or** "RFP DOCUMENT" **or** "BIDDING DOCUMENT(S)" **or** "TENDER

DOOCUMENTS" shall mean the "Request for Proposal" document issued by UPCL including standard Battery Energy Storage Purchase Agreement, along with subsequent clarifications and amendments thereof, vide RFP No. 7/UPCL /BESS/Phase-I.

48.51 **"SCHEDULED COMMISSIONING DATE"** or **"SCD"** shall be the date as indicated in Clause 10.2 of the RFP.

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

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

48.54 **"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;

48.55 **"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 RFP. 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 RFP.

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,
Superintending Engineer
Corporate (Contract & Procurement-I)
Uttarakhand Power Corporation Ltd.
Victoria Cross Vijeyta Gabar Singh Urja Bhawan, Kanwali Road
Dehradun- 248 001

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

Dear Sir/ Madam,

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

We confirm that in response to the aforesaid RFP, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RFP other than this response to RFP, directly or indirectly, in response to the aforesaid RFP (as mentioned in Format 7.8 under Disclosure) **OR** We confirm that in the response to the aforesaid RFP, 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 RFP, and accordingly, we have submitted requisite undertaking as per Format 7.8A in this regard *[strike out whichever not applicable]*.

We also confirm that we including our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies directly or indirectly have not submitted response to RFP for more than cumulative capacity of 10 MW/20 MWh, including this response to RFP.

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

Contracted capacity offered	**Interconnection Point Details**	**Project Preference ***

**The preferences of the Projects shall be considered only for the last successful bidder whose total quoted capacity is more than the balance capacity. In this case, allocation will be done as described in Clause 50 of the RFP, subject to availability of such project after selection by other bidders having rank better than the last bidder.*

1. We give our unconditional acceptance to the RFP, dated..... *[Insert date in dd/mm/yyyy]*, standard BESPA documents attached thereto, issued by UPCL. In token of our acceptance to the RFP and BESPA documents along with the amendments and clarifications issued by UPCL, the same have been digitally signed by us and enclosed with the response to RFP. We shall ensure that the BESPA is executed as per the provisions of the RFP and provisions of BESPA and shall be binding on us. Further, we confirm that the Project shall be commissioned within the deadline as per Clause 10 of the RFP.

2. Earnest Money Deposit (EMD):- (*Please read Clause 31 carefully before filling*)

   We have enclosed EMD of INR …… (Insert Amount), in the form of Bank Guarantee no…..... [Insert bank guarantee number] dated ..... [Insert date of bank guarantee] as per Format 7.3A from ..... [Insert name of bank providing bank guarantee] and valid up to.....in terms of Clause No. 31 of this RFP. The total capacity of the BESS Project offered by us is.....MW/ ..... MWh. [Insert cumulative capacity proposed]. (Strike off whichever is not applicable).

3. We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG, Success charge for the selected Projects, within due time as mentioned in Clause 22 of this RFP on issue of LOA by UPCL for the selected Projects and/or we are not able to sign BESPA with UPCL within the timeline as stipulated in the RFP for the selected Projects, UPCL shall have the right to take action as per provisions of Format-7.3A of the RFP.

4. We have submitted our response to RFP strictly as per Section 7 (Sample Forms and Formats) of this RFP, 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 UPCL in respect of any matter regarding or arising out of the RFP shall be binding on us. We hereby expressly waive and withdraw any deviations from the provisions of the RFP and also waive and withdraw all claims in respect of this process.

We also unconditionally and irrevocably agree and accept that the decision made by UPCL in respect of Award of Projects according to our preference order as above and in line with the provisions of the RFP, shall be binding on us.

6. Familiarity with Relevant Indian Laws, Regulations and Orders: -

We confirm that we have studied the provisions of the relevant Indian Laws, Regulations and Order issued by judicial bodies as required to enable us to submit this response to RFP and execute the BESPA, in the event of our selection as Successful Bidder.

7. In case of our selection as the Successful bidder under the scheme and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our subsidiary, we shall infuse necessary equity to the requirements of RFP. Further we will submit a Board Resolution prior to signing of BESPA with UPCL, committing total equity infusion in the SPV as per the provisions of RFP.

8. We are submitting our response to the RFP with formats duly signed as desired by you in the RFP online for your consideration.

9. It is confirmed that our response to the RFP is consistent with all the requirements of submission as stated in the RFP, including all clarifications and amendments and subsequent communications from UPCL.

10. The information submitted in our response to the RFP 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 RFP.

11. We confirm that all the terms and conditions of our Bid are valid up to (*Insert date in dd/mm/yy*yy) for acceptance [i.e. a period of 180 (One Hundred Eighty) Days from the last date of submission of response to RFP].

12. Contact Person

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

Name : ……

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

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

Dated the _day of , 20….

Thanking you, We
remain, Yours
faithfully,

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

Format 7.2

FORMAT FOR POWER OF ATTORNEY

(Applicable Only in case of Consortiums)

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

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

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

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

i) To submit on behalf of Consortium Members response to RFP.

ii) To do any other act or submit any information and document related to the above response to RFP Bid.

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

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

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

For and on behalf of Consortium Member
M/s…….
---------- (Signature of person authorized by the board)

(Name
Designation

Place:

Date:)

Accepted

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

Attested

(Signature of the executant)

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

Date:

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

Format 7.3A

FORMAT FOR BANK GUARANTEE TOWARDS EARNEST MONEY DEPOSIT (EMD)

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

Reference: ……. Bank
Guarantee No.: .....…
Date: .....……...

In consideration of the [*Insert name of the Bidder*] (hereinafter referred to as 'Bidder') submitting the response to RFP inter alia for [*Insert title of the RFP*] of the cumulative capacity of MW/MWh [*Insert cumulative Project capacity proposed*] for offering Battery Energy Storage System on long term basis, in response to the RFP No. _ dated issued by Uttarakhand power corporation Limited (hereinafter referred to as UPCL) and UPCL considering such response to the RFP of..[*Insert the name of the Bidder*] as per the terms of the RFP, the_[*Insert name & address of bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to UPCL at [*Insert Name of the Place from the address of UPCL*] forthwith without demur on demand in writing from UPCL or any Officer authorized by it in this behalf, any amount upto and not exceeding **Rs 4,13,00,000 (Indian Rupees Four Crore Thirteen Lakhs 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. 31 of this RFP*] 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. 31 of this RFP*]. UPCL shall be entitled to invoke this Guarantee till [*insert date of validity in accordance with Clause No. 31 of this RFP*].

The Guarantor Bank hereby agrees and acknowledges that the UPCL 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 UPCL, made in any format, raised at the above mentioned address of the Guarantor Bank, or at branch located Dehradun in order to make the said payment to UPCL.

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Uttarakhand 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 UPCL 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 UPCL or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to State Bank of India and a confirmation in this regard is received by UPCL.

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. 31 of this RFP*].

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if UPCL serves upon us a written claim or demand.

Signature:
Name:
Power of Attorney No.:
For

[*Insert Name and Address of the Bank*]

Contact Details of the Bank:

E-mail ID of the Bank:
Banker's Stamp and Full Address. Dated this day of , 20

Format 7.3 B

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(To be submitted Separately for each Project)

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

Reference: …….
Bank Guarantee No.: .....…
Date: .....……...

In consideration of the [*Insert name of the Bidder*] (hereinafter referred to as 'selected Battery Energy Storage System Developer') submitting the response to RFP inter alia for ……[*insert title of the* RFP] of the capacity of ……. MWh, at ……*[Insert name of the place*], in response to the RFP dated.....issued by

Uttarakhand power corporation ltd (hereinafter referred to as UPCL) and UPCL considering such response to the RFP of [*Insert name of the Bidder*] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Project of the Battery Energy Storage System Developer (BESSD) and issuing Letter of Intent No. to (*Insert Name of selected* Battery Energy Storage System Developer) as per terms of RFP and the same having been accepted by the selected BESSD resulting in a Battery Energy Storage Purchase Agreement (BESPA) to be entered into, for procurement of capacity [from selected Battery Energy Storage System Developer or a Project Company, M/s
{a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable].

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

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

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

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

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

The Guarantor Bank hereby agrees and acknowledges that UPCL 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 UPCL, made in any format, raised at the above mentioned address of the Guarantor Bank, or at branch located Dehradun in order to make the said payment to UPCL.

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Uttarakhand 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 UPCL 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 UPCL or to exercise, levy or enforce any distress, diligence or other process against the selected Battery Energy Storage System Developer / Project Company.

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR (Indian Rupees Only) and it shall remain in force until We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if UPCL 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.

Format 7.4

FORMAT FOR BOARD RESOLUTIONS

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

1. RESOLVED THAT Mr/ Ms……., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RFP vide RFP No. for (insert title of the RFP), including signing and submission of all documents and providing information/ response to RFP to Uttarakhand power corporation ltd (UPCL), representing us in all matters before UPCL, and generally dealing with UPCL 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 dated.....executed by the Consortium as per the provisions of the RFP. [***To be passed by the Lead Member of the Bidding Consortium***]

Certified True Copy

(Signature, Name and Stamp of Company Secretary)

Notes:

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

Format 7.5

FORMAT FOR CONSORTIUM AGREEMENT

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

THIS Consortium Agreement ("Agreement") executed on this Day of Two Thousand between M/s [*Insert name of Lead Member*] a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "**Member-1**", which expression shall include its successors, executors and permitted assigns) and M/s a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "**Member-2**", which expression shall include its successors, executors and permitted assigns), M/s a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "**Member-n**", which expression shall include its successors, executors and permitted assigns), [*The Bidding Consortium should list the details of all the Consortium Members*] for the purpose of submitting response to RFP and execution of Battery Energy Storage Purchase Agreement (in case of Award), against RFP No. dated issued by Uttarakhnad power corporation ltd (UPCL) a Company incorporated under the Companies Act, 2013, and having its Registered Office at Dehradun.

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 UPCL desires to purchase Power under RFP for (insert title of the RFP);

WHEREAS, UPCL had invited response to RFP vide its Request for Selection (RFP) dated

WHEREAS the RFP stipulates that in case response to RFP 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 UPCL wherein the Consortium Members haveto commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

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

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

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

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

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

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

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

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

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure in terms of the BESPA.

7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.

8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.

9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.

10. This Agreement shall be construed and interpreted in accordance with the Laws of

India and courts at Uttarakhand 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 UPCL in terms of the RFP.

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 UPCL.

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 RFP.

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 UPCL.

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 UPCL.

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

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

For M/s [Member 1]

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

Witnesses:

1) Signature----------	2) Signature----------

Name: Address:	Name: Address:

For M/s [Member 2]

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

Witnesses:

For M/s [Member n]

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

Witnesses:

1) Signature ---------- (2) Signature ----------

Name: Name: Address:

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.#:

E-mail address#

To,

Superintending Engineer
Corporate (Contract & Procurement-I)
Uttarakhand Power Corporation Ltd.
Victoria Cross Vijeyta Gabar Singh Urja Bhawan, Kanwali Road
Dehradun- 248 001

Sub: Response to RFP 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 RFP. Accordingly, the Bidder is fulfilling the minimum Net Worth, by demonstrating a Net Worth of Rs ..... Cr. (.....in words) as on the last date of Financial Year 2025-26 or as on the date at least 7 days prior to the bid submission deadline (Strike our wherever not applicable).

This Net Worth has been calculated in accordance with instructions provided in Clause 47.1 of the RFP.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Net Worth/AUM by Bidding Company as per following details:

Name of Bidding Company	Net Worth (in Rs. Crore)
Company 1	

Exhibit (ii): Applicable in case of Bidding Consortium

(To be filled by each Member in a Bidding Consortium separately)
Name of Member: [*Insert name of the Member*]

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

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

Name of Consortium Member Company	Net Worth(in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Committed Net Worth (in Rs. Crore)
Company 1			

(Signature & Name of the Authorized Signatory) **(Signature and Stamp of CA)**

Membership No.

Regn. No. of the CA's Firm:

Date:

Note: (i) Along with the above format, in a separate sheet on the letterhead of the ChaRtEred Accountant's Firm, provide details of computation of Net Worth duly certified by the ChaRtEred Accountant.

(ii) Certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements are to be enclosed in complete form along with all the Notes to Accounts.

Format 7.8

FORMAT FOR DISCLOSURE

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

DISCLOSURE

Ref.No. Date:

_____

_____

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

Tel.#:

Fax#:

E-mail address#

To,
Superintending Engineer
Corporate (Contract & Procurement-I)
Uttarakhand Power Corporation Ltd.
Victoria Cross Vijeyta Gabar Singh Urja Bhawan, Kanwali Road
Dehradun- 248 001

Sub: Response to RFP No. dated for .

Dear Sir/ Madam,

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

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

UPCL for a duration as notified by UPCL.

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

We further declare that we have read the provisions of Clause 41 of the RFP, and are complying with the requirements as per the referred OM dated 23.07.2020 except Sl. 11 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also

enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RFP. We understand that in case of us being selected under this RFP, any of the above certificates is found false, UPCL shall take appropriate action as deemed necessary.

Dated the _day of , 20….

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

Format 7.8A

FORMAT FOR DISCLOSURE

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

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

DISCLOSURE

Ref.No. Date:

From:

Consortium) Tel. #:

E-mail address#

To,

Superintending Engineer
Corporate (Contract & Procurement-I)
Uttarakhand Power Corporation Ltd.
Victoria Cross Vijeyta Gabar Singh Urja Bhawan, Kanwali Road
Dehradun- 248 001

Sub: Response to RFP No. dated for .

Dear Sir/ Madam,

We hereby declare and confirm that in terms of the definitions of the RFP, 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 RFP, i.e. RFP 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 RFP 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 RFP, we are not complicit with other such bidders participating in this RFP, in which M/s (enter name of the common shareholder) has less than 26% direct/indirect shareholding, if any.

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RFP/BESPA including but not limited to cancellation of our response to this RFP and LOA/BESPA as applicable, we, i.e. M/s (enter name

of the bidding company/member in a consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by UPCL for duration as notified by UPCL.

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

Dated the _day of , 20 .
Thanking you,
We remain, Yours
faithfully,
Name, Designation, Seal and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration.

Annexure to Format 7.8/7.8A

DECLARATION

RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES: MoF OM No 6/18/2019-PPD dated 23.07.2020

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

Ref. No. Date:

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

Tel.#:
Fax#:
E-mail address# **To,**

Superintending Engineer
Corporate (Contract & Procurement-I)
Uttarakhand Power Corporation Ltd.
Victoria Cross Vijeyta Gabar Singh Urja Bhawan, Kanwali Road
Dehradun- 248 001

Sub: Response to the RFP No ..... dated for the tender for ..... Dear Sir/ Madam,

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

We are hereby submitting the following declaration in this regard:

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

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

Dated the _day of , 20….

Thanking you,
We remain, Yours
faithfully,

Encl: OM dated 23.07.2020, as referred above

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

Format 7.9

FORMAT FOR TECHNICAL CRITERIA

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

Ref. No._____ Date:

_____

_____

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

Tel.#:

Fax#:

E-mail address#

To,

Superintending Engineer
Corporate (Contract & Procurement-I)
Uttarakhand Power Corporation Ltd.
Victoria Cross Vijeyta Gabar Singh Urja Bhawan, Kanwali Road
Dehradun- 248 001

Sub: Response to RFP No. _____dated_____for_____.

Dear Sir/ Madam,

We hereby undertake to certify in line with **Clause 12** under the title "Financial Closure" that the following details shall be furnished within **12 (twelve) months** from Effective Date of the BESPA.

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

2.0 DPR of the Project, detailing out project configuration and proposed commissioning schedule of the Project.

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

Dated the_____day of_____, 20….

Thanking you,

We remain,

Yours faithfully,

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

Format 7.10

DECLARATION BY THE BIDDER FOR THE PROPOSED TECHNOLOGY TIE-UP

(*To be Submitted Separately for each Project)*

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

Dated the _day of , 20….

Thanking you,
We remain, Yours
faithfully,

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

Format 7.11

FORMAT FOR SUBMISSION OF FINANCIAL BID

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

Ref. No. Date:

_____

_____

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

Tel.#:

Fax#:

E-mail address#

To,
Superintending Engineer
Corporate (Contract & Procurement-I)
Uttarakhand Power Corporation Ltd.
Victoria Cross Vijeyta Gabar Singh Urja Bhawan, Kanwali Road
Dehradun- 248 001

Sub: Response to RFP No. _____dated for .

Dear Sir/ Madam,

I/ We, (*Insert Name of the Bidder*) enclose herewith the Financial Proposal for selection of my/ firm for number of Project(s) for a cumulative capacity of MW/ MWh in Uttarakhand at UPCL Substation as Bidder for the above.

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

Dated the _day of , 20….

Thanking you,
We remain, Yours
faithfully,

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

Notes:

1. *There can be only one tariff for all the projects applied for. If the bidder quotes two tariffs or combination thereof for the projects, then the bid shall be considered as non-responsive.*

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

3. *The quoted tariff shall be inclusive of all taxes till the submission of bid / validity of bid.*

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

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

6. *Tariff should be in Indian Rupee in whole numbers only (no decimal places allowed).*

Format 7.12

SPECIMEN DOCUMENT FOR POWER OF ATTORNEY IN RESPECT OF TENDER SIGNATURE

(on Rs. 100/- stamp paper duly attested by Notary)

KNOW ALL MEN BY THESE PRESENTS THAT WE----------(Name of company)----------hereby appoint and authorise.

---

as our true and lawful attorney or attorneys, for us and in our name, place and stead, to do the following acts and things, jointly and each of them severally, in respect of the tender for ---------- invited by Uttarakhand Power Corporation, Dehradun vide specification No.

(1) To sign, execute and deliver the tender documents and other documents related thereto,
(2) To negotiate and determine the terms and conditions of the contract, and
(3) To sign, execute and deliver the contract and related documents.

This power of Attorney shall remain in full force and effect for the above state project.

IN WITNESS WHEREOF, we have caused the signature of our representative ----------to be affixed hereunto on this ----------(date)----------.

Format 7.13

FORM OF POWER OF ATTORNEY FOR JOINT VENTURE

(On Non-judicial Stamp Paper of Rs. 100/- to be Purchased in the Name of Joint Venture attested by Notary)

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given hereunder.....have formed a Joint Venture under the laws of..... and having our Registered Office(s)/Head Office(s) at..... (hereinafter called the 'Joint Venture' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s. .....being the Partner in-charge do hereby constitute, nominate and appoint M/s..... a Company incorporated under the laws of…….....and having its Registered/Head Office at …….....as our duly constituted lawful Attorney (hereinafter called "Attorney" or " Authorised Representative" or "Partner in-charge") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Specification No ---------for Construction of ---------- of Uttarakhand Power Corporation Ltd., having its Registered Office at Victoria Cross Vijeta Gabar Singh Urja Bhawan, Kanwali Road Dehradun – 248001 (hereinafter called the "Employer") and the bids for which have been invited by the Employer, to undertake the following acts:

i) To submit proposal and participate in the aforesaid Bid Specification of the Employer on behalf of the "Joint Venture".

ii) To negotiate with the Employer the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Employer for and on behalf of the "Joint Venture".

iii) To do any other act or submit any document related to the above.

iv) To receive, accept and execute the Contract for and on behalf of the "Joint Venture".

It is clearly understood that the Partner in-charge (Lead Partner) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portion of the Contract(s), the same shall be deemed to be a default by all the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Defect Liability Period in terms of the Contract.

The Joint Venture hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/ Authorised Representative/Partner in-charge quotes in the bid, negotiates and signs the Contract with the Employer and/or proposes to act on behalf of the Joint Venture by virtue of this Power of Attorney and the same shall bind the Joint Venture as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on this .....day of .....under the Common Seal(s) of their Companies.

for and on behalf of

the Partners of Joint Ventures

…….....

.....……

.....……

The Common Seal of the above Partners of the Joint Venture:

The Common Seal has been affixed there unto in the presence of:

WITNESS

1. Signature.....

   Name .....

   Designation .....

   Occupation .....

2. Signature .....

   Name .....

   Designation .....

   Occupation .....

Format 7.14

Schedule – "C"

TENDER VALIDITY FORM

(on Rs. 100/- stamp paper plus revenue ticket Re- 1/-)

NAME OF WORK: Construction of ----------.

Specification No. ----------

Tenderer

To

Superintending Engineer,

Corporate (Contract & Procurement-I)

Uttarakhand Power Corporation Limited

Victoria Cross Vijeta Gabar Singh Urja Bhawan,

Kanwali Road, Dehradun-248001

1. Having examined the Tender Documents including the Instruction of Tenderes, Conditions of Contract, Specification, Employer's Tender Drawings, Technical Schedules and Schedules of prices for the execution of the above-named contract, we, the undersigned, hereby offer to execute complete and remedy defects in the whole of the Works in conformity with the said documents.

2. We undertake, if our Tender is accepted, to compete and deliver the whole of the Works comprised in the contract within the time or times stated in the Contract, subject to the said conditions.

3. We agree to abide by this Tender-Technical Bid, together with the Tender-Price Bid, for the period of **180 days** from the date fixed for receiving the Technical Bid same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. The Tender is submitted under our covering letter reference…….. dated……and the completed tender documents and other information, required by the Instructions to Tenderers, which are enclosed therewith all of which shall be read and construed as forming a part hereof.

5. This Tender, together with your written acceptance thereof, shall constitute a binding contract between us, valid from the date of your written Letter of Acceptance.

6. We understand that you are not bound to accept the lowest or any Tender you may receive.

Date this ……Day of ……2025

Signature ……in the capacity of …….

Duly authorized to sign tenders for and on behalf of ……..……

Witness

Address……..

…….

Occupation ……...

Format 7.15

PRO FORMA OF CERTIFICATE FOR BEING NOT BLACKLISTED/ DEBARRED

FOR BIDDER / LEAD PARTNER

(To be executed on a non-judicial stamp paper of Rs. 100/- duly notarized)

E-Tender Specification NO. ---------

To,

Superintending Engineer,

Corporate (Contract & Procurement-I),

Uttarakhand Power Corporation Ltd.,

Victoria Cross Vijeta Gabar Singh Urja Bhawan, Kanwali Road,

Dehradun- 248 001

We M/s……. (Name of Bidder/ Lead partner) having its registered office at ……..…..……..……declare that **we are not blacklisted/ debarred/banned by any Govt. undertaking/ Govt departments/ SEB's / Power Sector Utilities. In case same is found then our tender/Order shall be treated as cancelled at any stage and EMD/Performance security shall be forfeited.**

Signed this day of

Place

Signature of Authorized signatory of bidder/lead partner

Witness:

Name

Signature

Designation

Name

Name of the firm

Seal of the firm

Address

Format 7.16

PRO FORMA OF CERTIFICATE FOR BEING NOT BLACKLISTED/ DEBARRED

FOR JOINT VENTURE PARTNER

(To be executed on a non-judicial stamp paper of Rs. 100/- duly notarized)

E-Tender Specification NO. ----------

To,

Superintending Engineer,

Corporate (Contract & Procurement-I),

Uttarakhand Power Corporation Ltd.,

Victoria Cross Vijeta Gabar Singh Urja Bhawan, Kanwali Road,

Dehradun- 248 001

We M/s…… (Name of **Joint Venture Partner**) having its registered office at ……..…..……..……declare that **we are not blacklisted/ debarred/banned by any Govt. undertaking/ Govt departments/ SEB's / Power Sector Utilities. In case same is found then our tender/Order shall be treated as cancelled at any stage and EMD/Performance security shall be forfeited.**

Signed this day of

Place

Signature of Authorized signatory of Joint venture partner

Witness:

Name

Signature

Designation

Name

Name of the firm

Seal of the firm

Address

Format 7.17

PRO FORMA OF CERTIFICATE FOR ALL THE INFORMATION PROVIDED BY THE FIRM IN THE BID DOCUMENT ARE TRUE AND CORRECT.

(To be executed on a non-judicial stamp paper of Rs. 100/-and duly notarized)

E-Tender specification No. ----------

To,

Superintending Engineer

Corporate (Contract & Procurement-I)

Uttarakhand Power Corporation Ltd.

Victoria Cross Vijeyta Gabar Singh Urja Bhawan, Kanwali Road

Dehradun- 248 001

We M/s----------(Name of Bidder) having its registered office at ……..…….……declare that all the information provided by us in the bid document are true and Correct. In case, any forged or false document is found at any stage, then our tender/ order shall be treated as cancelled and necessary action shall be taken against us, which may include forfeiting the EMD/security cum performance guarantee, debarring/ blacklisting / banned for further participation in future tenders of UPCL, based on the merits/ demerits of the case.

Signed this day of

Place

Witness:

Signature of Authorized signatory of Manufacturer

Name

Signature

Designation

Name of the firm

Name

Seal of the firm

Address

Annexure - A

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

1. Codes and Standards

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

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

IEC 62933-2-1	Electrical energy storage (EES) systems - Part 2-1: Unit Parameters and testing methods - Specification	Tests for Class B applications: 1. Duty Cycle Round Trip Efficiency Test 2. Equipment and Basic Function Test 3. Available energy Test 4. Insulation test

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

2. System Testing and Commissioning

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

3. Identification and Traceability

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

4. Other Sub-systems/Components

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

5. Fire Protection

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

6. Authorized Test 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 RFP. The Warranty shall clearly indicate life expectancy given discharge profiles provided for the application.

8. Performance Monitoring

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

a) The BESSD must install necessary equipment to continuously measure BESS operating parameters (including but not limited to voltage, current, ambient conditions etc.) as well as energy input into and energy output from the BESS along with Metering arrangement in accordance with extant regulations. They will be required to submit this data to UPCL 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 UPCL/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 UPCL/ 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, over current protection, low-temperature/over-temperature protection of battery, DC insulation monitoring, etc.

g) BESS is required to have the following basic functions:

   i) Monitoring: Monitor operational parameters, equipment status and communication status, alarm and faults of main equipment and BESS system, etc.

   ii) Information exchange: Receive and process information with SLDC/RLDC/NLDC including operation parameters, switching information, various alarms and alerts, protective action signals, control information, etc.

   iii) Control: Including control mode and parameter setting with SLDC/RLDC/NLDC.

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

10. Safe Disposal of unit Batteries from the BESS

The Developer will comply with the requirements under Hazardous & other Waste (Management and Transboundary Movement) Rules, 2016, as amended from time to time, and Battery Waste Management Rules, 2022 on 24th August, 2022, 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 and Battery Waste Management Rules, 2022" 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.

The BESSD shall be completely responsible for the care of battery/ battery banks/ BESS plant for the entire duration of BESPA and shall be liable for disposing off the same as per applicable GoI instructions/ guidelines after the completion of BESPA duration.

11. Safety precautions of the BESS Project

The BESSD shall ensure that the design, installation, operation, and maintenance of the BESS comply with the *Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations*, *CEA (Measures relating to Safety and Electric Supply) Regulations, 2023, IS 16466:2016* (Stationary Batteries), and *IS/IEC 62485-2* (Safety Requirements for Secondary Batteries) *and its amendments*. The BESSD shall implement safety measures to mitigate fire, electrical, chemical, and environmental hazards, including:

- A robust Battery Management System (BMS) for real-time monitoring and thermal runaway prevention.
- Fire containment enclosures with deflagration vents, adhering to *NFPA 855* as referenced by CEA.
- Safe site selection with adequate spacing and stable foundations, per CEA guidelines.
- Continuous monitoring, regular maintenance, and safe battery disposal per *Battery Waste Management Rules, 2022*.
- An emergency response plan with training and coordination with first responders.
- Cybersecurity measures and compliance with *IS 732:1989* for electrical installations. The Contractor shall submit a safety plan and certifications to the authority within 30 days of tender award. Non-compliance may result in penalties or project suspension.
- Fire safety equipments such as CO2 fire extinguishers etc. shall be provided by BESSD.

Annexure-B

CHECK LIST FOR FINANCIAL CLOSURE

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

(RFP 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: -

1.0 Financial Closure - (Clause 1 2 of the RFP, including subsequent amendments & clarifications)

Details	Presently given in BESPA
Location	
Technology	
Certificate from all financial institutions	**In case of tie up through Bank / Financial Institutions: -** Document from Bank / Financial Institutions certifying arrangement of necessary funds by way of sanction of Loan (to be enclosed as **Annexure-I)**. **In case of Internal Resources: -** Copy of Board Resolution, Audited/Certified Balance sheet, Profit & Loss Account Statement, Bank Statement and Cash Flow Statement in support of availability of Internal resources of the Project Company and of the Company other than Project Company (in case the required funding will be raised from Company other than Project Company) (to be enclosed as **Annexure-I).** *Performa for the cases where funding will be from Company other than Project Company is at '**A-1'**.*

Note:-

(i) Copy of Final Detailed Project Report (DPR) is to be enclosed as **Annexure – II A.**

(ii) Undertaking by the Project Company that all Consents, clearances and permits required for supply of Power to UPCL as per the terms of BESPA have been obtained is to be enclosed **as**

Annexure – II B

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

3.0 Technical Parameters of the Project (Clause 43 of the RFP)

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

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

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

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

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

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

Annexure -C

ILLUSTRATIONS

(Please refer Clause 9 of the RFP)

Illustration

a. System Availability

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

01-May-25	40	0	0	0	NA
01-May-25	41	0	0	0	NA
01-May-25	42	0	0	0	NA
01-May-25	43	12.5	0	12.5	1
01-May-25	44	245	0	250	0.98
01-May-25	45	240	0	250	0.96
01-May-25	46	240	0	250	0.96
01-May-25	47	235	0	250	0.94
01-May-25	48	240	0	250	0.96
01-May-25	49	250	0	250	1
01-May-25	50	250	0	250	1
01-May-25	51	250	0	250	1
01-May-25	52	0	0	0	NA
01-May-25	53	0	0	0	NA
01-May-25	54	0	0	0	NA
01-May-25	55	0	0	0	NA
01-May-25	56	0	0	0	NA
01-May-25	57	0	0	0	NA
01-May-25	58	0	0	0	NA
01-May-25	59	0	0	0	NA
01-May-25	60	0	0	0	NA
01-May-25	61	0	0	0	NA
01-May-25	62	0	0	0	NA
01-May-25	63	0	0	0	NA
01-May-25	64	0	0	0	NA
01-May-25	65	0	0	0	NA
01-May-25	66	0	0	0	NA
01-May-25	67	0	0	0	NA
01-May-25	68	0	0	0	NA
01-May-25	69	0	0	0	NA
01-May-25	70	0	0	0	NA
01-May-25	71	0	0	0	NA
01-May-25	72	0	0	0	NA
01-May-25	73	0	0	0	NA
01-May-25	74	0	0	0	NA
01-May-25	75	0	0	0	NA

01-May-25	76	0	0	0	NA
01-May-25	77	250	0	250	1
01-May-25	78	0	0	0	NA
01-May-25	79	0	0	0	NA
01-May-25	80	0	0	0	NA
01-May-25	81	0	230	250	0.92
01-May-25	82	0	235	250	0.94
01-May-25	83	0	235	250	0.94
01-May-25	84	0	230	250	0.92
01-May-25	85	0	200	250	0.8
01-May-25	86	0	190	250	0.76
01-May-25	87	0	185	250	0.74
01-May-25	88	0	0	0	NA
01-May-25	89	0	0	0	NA
01-May-25	90	0	0	0	NA
01-May-25	91	0	0	0	NA
01-May-25	92	0	0	0	NA
01-May-25	93	0	0	0	NA
01-May-25	94	0	0	0	NA
01-May-25	95	0	0	0	NA
01-May-25	96	0	0	0	NA
Total		**3905**	**3295**	**8025**	29.7
		NO OF BLOCK IN COLUMN Z IS NOT ZERO			34
		SYSTEM AVAILABILITY			0.87

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

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

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

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

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

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

i is the i^{th} Timeblock in the day.

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

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

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

Assuming the following parameters:

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

Liquidated Damages on account of shortage in annual system Availability, as calculated from formula provided in Clause 9:
Liquidated damages = (A – B) x C x D x n x 2

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

= 2400 lakhs

b. **System Efficiency**

The present illustration is for calculating the Daily System Efficiency as demonstration only. The same methodology shall be used for calculation of monthly system efficiency as per Clause 9.

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

Assuming:

a. monthly System Efficiency = 0.84,
b. Total Monthly Drawl form Grid (Charging Power) = 41.1 MUs

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

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

Liquidated Damages for the month= Rs. 0.01x 41.1 x APPC tariff for e.g. Rs. 2)

= Rs. 0.822 Millions

= Rs. 8.22 lakhs

Annexure -D

PROJECT LOCATION DETAILS

(Bidders are requested to contact the Distribuition licensee for further details, if required)

DISTRICT	CIRCLE	DIVISION	SUB DIVISION	SUBSTATION NAME	Latitude	Longitude	Capacity (MW)	Capacity (MWh)
Uttarkashi	Tehri	Uttarkashi	Chinyalisaun	33/11 Kv Kalyani	30.3754	78.4339	10	25
Haridwar	Haridwar	Haridwar Rural	Sidcul	33/11 Kv Sector 8 S/s	29.95096667	78.0701	4	10
Uttarkashi	Tehri	Uttarkashi	Chinyalisaun	33/11 Kv Dhanarigaad	29.94715	78.0779	10	25
Haridwar	Haridwar	Jwalapur	Jawalapur	33/11 Kv Jwalapur 2 S/s	29.92041944	78.09899139	6	15
Haridwar	Roorkee	Roorkee_Rural	Manglore	33/11 Kv New Manglaur S/s	29.809501	77.87157	6	15
Tehri	Tehri	Tehri	Pratapnagar	33/11 Kv Rajakhet	30.3385507	78.543409	5	12.5
TOTAL							41	102.5

*Note: Above mentioned Capacity is Tentative, bidder is required to confirm/finalize as per survey & 3requirement of UPCL.

NOTES:

1. For 33 kV bay maximum capacity can be integrated up to 25 MW.
2. Prospective Bidders can contact and visit site during 10 AM to 5 PM on or before Pre-bid on their own.
3. The purpose of site visit is only for assessment of physical site conditions by the prospective Bidders. Prospective Bidders shall rely only on written clarifications/information/data issued by UPCL corporate office. UPCL will not be bound to any clarifications/information/data considered by prospective Bidders for tendering purpose which are not issued by UPCL corporate office.
4. Representatives of prospective Bidders shall obey the safety guidelines during the site visit. For not obeying safety guidelines, it is the sole responsibility of the visitor for any consequences/eventuality happened at site.
5. Preparation of 'Soil Investigation Reports' of all locations shall be in the scope of BESSD.
6. Preparation of 'GA drawings' and "SLD" of all locations shall be in the scope of BESSD.
7. UPCL reserves the right to change the project locations within the jurisdiction of UPCL.

Annexure - E

FORMAT FOR COMMISSIONING OF BESS & OTHER DETAILS

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

Above formats shall be provided during execution of the project.

FORM F FIN -1

(Net Worth/Current Assets/Current liabilities Details)

As per balance sheet.

NAME OF THE BIDDER:

ADDRESS OF THE BIDDER:

A)

Description	**Amount**
Paid up Equity Share Capital	
Add: Reserves (Not being the revaluation reserve)	
Subtract: Intangible Assets	
Subtract: Miscellaneous Expenditure to the extent not written off and carry forward losses.	
Balance	

B)

Description	**Year_ (Rupees)**	**Year_ (Rupees)**	**Year_ (Rupees)**
Current Assets			
Current liability			

Note: The above information should be as per latest audited balance sheet.

Signatures of the Authorized signatory

(Name of the signatory) Rubber stamp of the firm/Company

Form F FIN-2

Financial Resources (Certified by CA)

Description	**Amount (Sanctioned Value certified by the banks)**	**Amount (Un-utilized value certified by the banks)**
Overdraft limits		
Cash Credit Limits		
Letter of Credit		
Bill Discounting		
Trade Credit		
Working Capital Loan		
Total (A)		

OR

Bank Balance	
Total (A)	

Description	Amount
20% of the current commitments as indicated in Form Fin-3 (B)	

Description	Amount
Liquidity available for this bid (A-B) (Should be equal to or more than 20% of the Estimated cost of the bid)	

Note:

a) The bidder shall produce a certificate from the bank(s) which should be valid on the date of bid submission giving amount of sanctioned limits which should not be more than one month old from the date of submission of bid along with certification by the banks that the mentioned credit facilities are unencumbered.

b) The certificate should be issued by the banks unconditionally and on the following Performa:

Sr. no.	**Description**	**Detail of all securities against which the limit has been sanctioned**	**Sanctioned amount**	**Amount (Un-utilised value certified by the banks)**
Overdraft limits				
Cash Credit Limits				

Letter of Credit				
Bill Discounting				
Trade Credit				
Working Capital Loan				
Total (A)				

1. It is certified that the above mentioned credit facilities are unencumbered.
2. It is certified that the above mentioned credit facilities are not sanctioned against the same securities.

In addition to the above, the bidder shall also submit the declaration on indemnity bond that he has sufficient funds to executive the work/ bid and the above facilities are unencumbered and should be available with him throughout the term/ currency of the contract.

a) The bidder shall produce a certificate from the bank certifying the bank balance of the bidder (including amount of fixed deposits if any). Such certificate should not be more than one month old on the date of submission of bid.
b) The certificate issued by the Banks for the working capital limits showing the complete detail of all the securities against which the limits has been sanctioned. If the facilities have been sanctioned against the same securities then the higher value amongst the facilities shall be considered.
c) In case of sub limit of one another or are used interchangeable then the unutilized value will be considered. For Example Say:-
    i) In case of cash credit limit is a sub limit of Bank Guarantee then the unutilized valueof cash credit limit will be considered to evaluate the liquid assets of the Firm.
    ii) In case Bank Guarantee limit is the sub limit of cash credit limit then the full sanctioned value of cash credit limit will be considered.
d) In case liquidity available for this bid (A-B) is less than the liquidity requirement, the financial bid will not be opened.
e) No other credential will be considered to evaluate the LA except mentioned in the Form FIN-02 above.
f) Any wrong declaration/ wrong submission / tempering / violation, If detected/ found at any point of time shall be the sole responsibility of the bidder. The bidder shall be liable for any penalty/ damages for any loss of the UPCL as a result of such wrong declaration / bogus documents/ tempered documents including blacklisting/ debarring for three years or any other punishment as decided by the UPCL.

Form F FIN-3: Current Contract Commitments

FORM FIN – 3

(Current Commitments) (Certified by CA)

Name of the Bidder

Address of the Bidder

Sr. No.	Description	Amount (Un-executed value of the Contracts)
1.		
2.		
3		
Total		

Note:-

a) Use further similar size sheets, if required.

b) This certificate must be issued by the ChaRtEred Accountant. Such certificate should be valid on the date of bid submission and should not be more than one month old from the date of submission of bid.

ANNEXURE G

DRAFT BATTERY ENERGY STORAGE PURCHASE AGREEMENT (BESPA)

BETWEEN

M/s ..... ,

AND

Uttarakhand Power Corporation Ltd. (UPCL)

THIS AGREEMENT is made this day of……..20…. (hereinafter called the Effective Date), between ……[Name of Storage Project Developer], [Insert name of the BESSD], a Company incorporated under the Companies Act 1956 or Companies Act 2013, having its registered office at [Insert address of the registered office of BESSD] (hereinafter referred to as "Battery Energy Storage System Developer" or "Storage Project Developer" "Developer" or "BESSD", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the First Part;

And

Uttarakhand Power Corporation Ltd. (UPCL) , a Company registered under the Company's Act, 1956, having its Registered Office at Victoria Cross Vijeta Gabar Singh Urja Bhawan, Dehradun-248001, hereinafter called "UPCL", or "Procurer" or "Buyer" which expression shall, unless repugnant to the context or meaning thereof, include its successors and assignees as party of the second part;

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

WHEREAS:

The Ministry of Power, Government of India has issued the "Guidelines for Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services" vide Resolution dated 10th March 2022, including subsequent amendments and clarifications thereof, if any, issued till date.

UPCL had initiated a Tariff Based Competitive Bid Process for development of capacity of 41MW/ 102.5MWh of UPCL connected Battery Energy Storage Project on the terms and conditions contained in the Request for Proposal Documents (herein after referred to as 'RfP') issued by UPCL vide RfP No CCP-I/49/2026-2027 dated 17.11.2026 by taking prior approval of Government of Uttarakhand regarding deviations from the Guidelines dated 10th March 2022 issued by Central Government in accordance with the process specified in Clause A, Section V of the Guidelines.

UPCL has issued the Letter of Award/Letter of Intend No ..... dated in favor of the

..... [Insert name of the Bidding Company] for development and establishment of the MW/ MWh of "Project" or "BESS" at location(s) provided in the State of Uttarakhand as per the terms and conditions contained in the RfP, this Battery Energy Storage Purchase Agreement (BESPA) and other bidding documents as well as the conditions contained in the Letter of Intent.

[Insert Name of the Bidding Company] has been selected in the Competitive Bidding Process {in case Bidding Company is executing the Project through SPV}, has constituted a ..... [Insert Name of the SPV]

(hereinafter referred to as 'BESSD'), for development, and supply of BESS Capacity from the…MW/ MWh of the Project / BESS to be established by BESSD in ..... S/s, and for making available such Battery Energy Storage Capacity to UPCL.

UPCL has agreed to purchase such Battery Energy Storage Capacity from the BESSD as per the provisions of the RfP and as per the given provision of this Agreement.

In terms of the RfP and the Bidding Documents, the BESSD has furnished the **Performance Bank Guarantee** in the sum of Rs…… in favour of UPCL as per the format provided as a part of the Bidding Documents.

BESSD has fulfilled the terms of the RfP Documents and the terms of the Letter of Award/LOI for signing this Battery Energy Storage Purchase Agreement as a definitive agreement for developing the "Project" (or "BESS") of MW/ MWh at S/s as below, for making available Battery Energy Storage Capacity by the BESSD to UPCL;

UPCL has identified area at 33/11kv substation at UPCL's premises in which cumulative 41MW/102.5 MWh * of BESS per cycle.

DISTRICT	CIRCLE	DIVISION	SUB DIVISION	SUBSTATION NAME	Latitude	Longitude	Capacity (MW)	Capacity (MWH)
Uttarkashi	Tehri	Uttarkashi	Chinyalisaun	33/11 Kv Kalyani	30.3754	78.4339	10	25
Haridwar	Haridwar	Haridwar Rural	Sidcul	33/11 Kv Sector 8 S/s	29.95096667	78.0701	4	10
Uttarkashi	Tehri	Uttarkashi	Chinyalisaun	33/11 Kv Dhanarigaad	29.94715	78.0779	10	25
Haridwar	Haridwar	Jwalapur	Jawalapur	33/11 Kv Jwalapur 2 S/s	29.92041944	78.09899139	6	15
Haridwar	Roorkee	Roorkee_Rural	Manglore	33/11 Kv New Manglaur S/s	29.809501	77.87157	6	15
Tehri	Tehri	Tehri	Pratapnagar	33/11 Kv Rajakhet	30.3385507	78.543409	5	12.5
TOTAL							41	102.5

The parties have agreed to execute this Battery Energy Storage Purchase Agreement in terms of the provisions of the RfP, the bidding documents and the Letter of Award/LOI in regard to the terms and conditions for development of the Project at Uttarakhand on “Build, Own and Operate - BOO” basis and for making available such Battery Energy Storage Capacity by the BESSD to UPCL

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:

WHEREAS the parties to the agreement bind themselves for compliance of all relevant provisions specified by the Commission in different regulations regulating the functioning of Distribution Utility, State Transmission

Utility, other transmission licensee and State Load Dispatch Centre.

1. Definitions

Other than those defined below, the words/expressions used in this agreement, unless repugnant to

the context, shall have the meaning assigned to them in the Electricity Act, 2003, Uttarakhand State Grid Code, as amended from time to time, Uttarakhand Electricity Regulatory as amended from time to time and as per Hon’ble UERC order dated _ _ _ _ , and the rules framed there under.

1.1 'Main Meter' means Import and Export Meter on the basis of which energy bills/energy Accounting shall be done by the Battery Energy Storage System Project /UPCL.

1.2 'Check Meter' means Import and Export Meter for performing a check on the accuracy of the Bill Meter.

1.3 'CoD' means date of commercial operation or Commissioning (CoD) shall be considered as the date of first injection of power into the licensee's grid after completion of project in all respect subsequent to compliance of all the following pre-requisites:

(a) Installation of energy meter as certified by the concerned Executive Engineer (Distribution) of the distribution licensee.
(b) Project completion report as verified by competent Authority.
(c) Issuance of Clearance Certificate by the Electrical Inspector.
(d) Further, such generator has to demonstrate minimum system availability of 95% based on the rated installed capacity in kW or MW at the time of inspection for initial commissioning.

1.4 'Export Meter' means Bill Meter/ Energy accounting installed at interconnection point for measurement of Active Energy, Maximum demand and Power factor etc for Energy exported to the Battery Storage System(BESS) from UPCL.

1.5 'Energy Account Month' means period from 00 hrs of 1st day to 24 hrs of last day of the billing month.

1.6 'Sub Station' means UPCL Grid connecting Sub-Station, owned maintained and operated by UPCL.

1.7 'Import Meter' means Bill Meter installed at interconnection point for Measurement of Active Energy, Maximum demand and Power factor for Energy imported from the Battery Storage System(BESS) to UPCL Grid connecting Sub-Station.

1.8 'Bill' means a bill raised, that includes all charges to be paid by UPCL with respect to Capacity Charge by the Battery Storage System (BESS) to UPCL.

1.9 'State Transmission Utility (STU)' means Power Transmission Corporation of Uttarakhand Limited (PTCUL) being the transmission utility specified so by the Government of Uttarakhand.

1.10 'TOD' means "Time of day", for the purpose of Metering.

1.11 'UERC' means the Uttarakhand Electricity Regulatory Commission.

1.12 'Wheeling' means the operation whereby the distribution system and associated facilities of a transmission licensee or distribution licensee, as the case may be, are used by another person for the conveyance of electricity on payment of charges to be determined under section 62 of the Electricity Act 2003.

1.13 'Regulations' means the Uttarakhand Electricity Regulatory Commission (Tariff and Other Terms for Supply of Electricity from the Battery Storage System(BESS) Regulations, as amended from time to time.

1.14 'State Grid Code (SGC)' means the Uttarakhand Electricity Regulatory Commission (State Grid Code) Regulations, 2016 specified under clause(h) of subsection(1) of section 86 of the Act by Uttarakhand Electricity Regulatory Commission or its subsequent amendment thereof.

1.15 'Distribution Code' means the Uttarakhand Electricity Regulatory Commission (Distribution Code) Regulations, 2023 as amended from time to time.

1.16 Inter-connection Point' shall mean interface point of line isolator on outgoing feeder on HV side of generator transformer in the switching yard of renewable energy generating facility with the transmission system or distribution system Provided that in respect of BESS projects, Inter-connection point shall mean the interface of BESS facility under net metering arrangement with the network of licensee and shall normally be the point where export/import meter is installed to measure the energy transfer between the licensee and the eligible consumer.

1.17 'Commission' means the Uttarakhand Electricity Regulatory Commission (UERC).

1.18 'UREDA' means Uttarakhand Renewable Energy Development Agency.

1.19 'Due Date' shall mean the thirtieth (30th) day after a Monthly Bill or a Supplementary Bill is faxed/mailed/handed over to the Buyer and confirmed telephonically by the Buyer and by which date such Monthly Bill or Supplementary Bill is payable by Buyer.

2. Commissioning Schedule, Liquidated Damages and Penalties

i. The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on 12 months from the Effective Date of BESPA or Handover of the land for Right of Use(RoU) whichever is Later.

j. The maximum time period allowed for commissioning of the full Project/Contracted Capacity with applicable liquidated damages, shall be limited to the date as on 15 months from the SCD or the extended SCD (if applicable).

k. In case of delay in commissioning of the Project beyond the SCD until the date as per Clause 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 5 MW capacity, if commissioning of 2.5 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: PBG amount X (2.5/5) X (18/365). For the purpose of calculations of the liquidated damages, 'month' shall be considered consisting of 30 days.

l. 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 UPCL. The BESSD shall intimate to UPCL, its chosen alternative out of the two options, within 10 business days of intimation of the liquidated damages to the BESSD, as calculated by UPCL. In case no response is received from the BESSD until the lapse of the above deadline, UPCL may encash the PBG for the amount as per the liquidated damages. In case the Developer chooses to make necessary payments in lieu of the liquidated damages, the said payment shall be credited to UPCL'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 UPCL on the next business day.

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

n. It is clarified that for the purpose of commissioning, the Project Capacity shall refer to the rated capacity of the Energy Storage System as declared by the BESSD in the BESPA. Any reduction in the Project/Contracted Capacity on account of Clause d & e. above, will have no bearing on the obligation of the BESSD to provide the Project/Contracted Capacity as per the BESPA.

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

p. Penalty for Delay in Work Completion beyond SCD

The delay penalty shall be in addition to the LD (liquidated damages) penalty as details above. In case of delay in commissioning of the Project beyond the SCD, then penalty of Rs. 10,000/- per day shall be levied in case no capacity is commissioned. In case, partial capacity is commissioned, per day penalty proportionate to the balance capacity shall be levied.

3. Commissioning

3.1 Part Commissioning

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

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

3.2 Early Commissioning

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

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

In case of BESSD sales storage capacity to third party, then UPCL shall not be responsible for providing charging power.

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

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

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

iv. The BESSD has complied with the complete application formalities as per RFP,

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

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

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

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

3.4 Delivery, Installation, and Commercial Operation Date (COD)

Delivery of materials, installation, testing, and commissioning of the project should be completed within period of 12 months from the Effective Date of BESPA or Handover of Land for Right of use whichever is later. This shall be the Scheduled Commissioning Date (SCD). Transit insurance and storage insurance all materials will be within the scope of work. The systems will be commissioned only after successful trial run of the system for seven (7) days from the date of commissioning and submission of relevant test reports and reports related to System Availability, Round Trip Efficiency and minimum dispatchable energy. UPCL shall then issue the commissioning certificate after the successful trial run of 7 (seven) days & submission of relevant test reports, and this date will be regarded as the Commercial Operation Date (COD).

4. POWER PURCHASE, SALE AND BANKING

4.1 UPCL. Shall accept and purchase entire/surplus 41 MW/102.5 MWh of power made available to UPCL system from the Battery Storage System (BESS) @ Rs ..../MW/month intimated vide letter no.

..... after the bidding process conducted by UPCL .This rate of capacity Charge shall be applicable for agreement duration in accordance with the Order dated..... passed by Hon'ble Commission. The procurement shall be in power (MW) terms. The BESSD shall install, operate and maintain the BESS to offer facility to the Buying Entity to charge and discharge the BESS on an "on demand" basis. In case of any delay in COD, the rate of capacity charge would be corresponding to the rates determined by the Hon'ble UERC for the year of commissioning if such rates are lower than the tariff agreed in UPCL otherwise tariff agreed in this BESPA shall continue.

The charging power as per requirement shall be supplied free of cost by UPCL to the Battery Energy Storage System Project.

4.2 For each KVARh drawn from the grid, the BESSD shall pay at the rate determined by UERC to PTCUL/SLDC from time to time.

4.3 The supply of electricity by UPCL to Project Developer (BESSD), in case Battery Storage System is not in a position to provide electricity to meet the requirement of its own use or for start-up and consequently power is required to be drawn from UPCL, shall be as per Tariff issued byf Uttarakhand Electricity Regulatory Commission Regulations, whatever.

4.4 Battery Energy Storage System Project and UPCL shall comply with all the regulations issued by UERC from time to time including but not limited to Uttarakhand Electricity Grid Code, Open Access Regulations, SLDC Regulations to the extent they are applicable to them.

4.5 **System Availability**

The BESSD shall guarantee a minimum annual system Availability of 95% on annual basis. The BESSD shall pay the liquidated damages for such shortfall and shall duly pay such damages to UPCL. Amount of such liquidated damages shall be twice the Capacity Charges as per BESPA between UPCL and developer for the capacity not made. Liquidated

Damages on account of shortage in annual system Availability, as calculated from formula provided /illustrated in **Annexure-VII**.

4.6 **Roundtrip System Efficiency**

Similarly, BESSD shall guarantee to maintain AC to AC roundtrip system efficiency (RtE) of 85% on monthly basis. The BESSD shall pay to UPCL for liquidated damages, if any as per following criteria:

i. for 70% ≤ RtE<85% there shall be a liquidated damage levid @ APPC charge of previous financial year of UPCL levied upon excess conversion losses considering system RtE=85%. Illustration for calculation of such liquidated damage has been provided in Annexure- VII.

ii. For RtE<70%, there shall be liquidated damage levied @1.5 times APPC charge of previous financial year of UPCL levied upon excess conversion losses considering system RtE=85%.

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

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 (not more than 2 hours)

b. Grid Outages (duly certified to this effect by the Grid Operator)

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

Available Power rating of a 102.5 MWh (41 MW x 2.5 hrs) BESS will be 41 MW, i.e., the maximum value of the active Output and Input Power at the Delivery Point. The Energy rating of 57.5 MWh of the system will be the dispatchable capacity at COD of the system, as measured at the Metering Point. Terms and definitions of terminologies related to BESS shall be as defined in IEC 62933- 2-1.

The BESSD shall make the BESS available for 2 operational cycles per day, i.e. 2 complete charge-discharge cycles per day. Following provisions shall be applicable on the Project Capacity:

q. The procurement shall be in power (MW) terms. The BESSD shall install, operate and maintain the BESS to offer facility to the Buying Entity to charge and discharge the BESS on an "on demand" basis.

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

Year	n. Dispatchable Capacity at the end of Year (as a % of Capacity at the Beginning of Life/ Final COD)
1	97.50%
2	95.00%
3	92.50%
4	90.00%

5	87.50%
6	85.00%
7	82.50%
8	80.00%
9	78.50%
10	75.00%
11	72.50%
12	70.00%

5. Viability Gap Funding (VGF)

The State of Uttarakhand has been nominated under the State Component of the Viability Gap Funding (VGF) scheme for the development of Battery Energy Storage Systems by the Ministry of Power, Government of India. The selected BESSD shall be eligible for Central Financial Assistance in the form of VGF, to be disbursed in accordance with the provisions of this RFP and the BESPA. The VGF shall be limited to up to Rs.18 Lakhs per MWh of the eligible capital cost of the BESS project and shall be provided as a non-recurring grant, fully funded by the Central Government.
Note: The VGF guidelines and any amendments issued by the Ministry of Power, Government of India, shall be applicable to this agreement.

Viability Gap Funding Mechanism

f) In line with the sanction order issued by the Ministry of Power dated 09.06.2025, Projects selected under this RFP will be eligible for grant of Viability Gap Funding (VGF) support by the Government for development of Battery Energy Storage Systems, and the same will be disbursed through UPCL, as the case may be.

g) Under this RFP, the VGF amount eligible for each Developer shall be limited to the amount calculated **@Rs. 18,00,000/MWh (Rupees Eighteen Lakhs per MWh)**.

h) VGF will be sanctioned separately for each Project, based on the Project Capacity as defined in the respective BESPA.

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

Disbursement of VGF	**% of total VGF sanctioned**
On financial closure, subject to submission of bank guarantee.	20
On Commercial Operation Date (COD)	50
Completion of 1st year from COD	30

Total	**100**

j) The VGF for each project shall be disbursed to UPCL, once the CEA certifies the achievement of the disbursement schedule milestone and submission of the required Bank Guarantee by BESSD.

UPCL shall disburse the tranche wise VGF to BESSD only after receipt of the same from the Govt. of India and submission of BG for 100% of the total VGF amount by BESSD as per clause (f).

f) Bank Guarantee: The 1st tranche of VGF will be disbursed only after submission of Bank Guarantee (BG) for 100% of the total VGF amount to the UPCL by the BESSD. This BG is in addition to the Performance Bank Guarantee (PBG) provided by the developer as per PBG clause of this agreement. Upon achieving COD of the Project, the 2nd tranche of VGF shall be released. The BG will be retained by the UPCL for a period of 1 (One) years starting from the COD and will be returned after the end of 1 (One) years, taking into account recovery of VGF, if any.

g) In case Commissioning of the Project is delayed beyond the date as per agreement, the BESPA capacity shall stand reduced/amended to the Project/Contracted Capacity commissioned, after disbursement of the quantum of VGF, UPCL shall have full right to recover the amount of VGF being disbursed plus interest @ SBI-MCLR (1 Year) plus 5 (five) percent, as existing on the date of disbursement, accrued from the date of disbursement on the disbursed amount. Recovery of VGF amount shall be made on pro-rata basis corresponding to the capacity being reduced.

h) If the Project is transferred or sold to a third party during the above tenure, the BG will be re-issued by the new entity, corresponding to the amount applicable. The sale/transfer of the Project shall be effective only on submission of BG by new entity. However, this will be subject to prior approval of sanctioning authority of Grants-in-Aid {Rule230(9)}, in view of the asset being acquired substantially out of Government Grants.

6. MAINTENANCE REQUIREMENTS OF THE BATTERY STORAGE SYSTEM

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

BESSD will have to comply with the Charging and Discharging Schedule as intimated by SLDC/UPCL. Alternation if any in Charging. It is clarified that discharge of BESS shall take place subject to the transmission constraints at the UPCL substation.

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

6.2 Environmental Clearance and compliance of environmental standards shall be the sole responsibility of the Project Developer.

7. SUPPLY SCHEDULE

7.1 The BESSD shall be responsible for directly coordinating and dealing with the UPCL, Load Dispatch Centres (SLDC), Regional Power Committees, and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of Stored Energy Capacity and due compliance with deviation and settlement mechanism and the applicable Grid code/State/Central Regulations, acknowledging that the BESSD and UPCL are the Grid connected entities in respect of the Battery Energy Storage Capacity contracted under this Agreement.

7.2 Further, the Project being implemented under this Agreement shall fulfil the criteria as per Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, and subsequent amendments and clarifications thereof,

7.3 As part of scheduling of power / energy from / to the Project for discharging / charging, the BESSD will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interface of SLDC for the corridor of power flow, as per the Regulations in force, under intimation to UPCL and in consultation with UPCL. UPCL may facilitate in identification of any discrepancy and assist the BESSD for its early rectification without any liability on UPCL. The BESSD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices / penalty.

7.4 After signing of BESPA, the BESSD shall apply for drawl NOC(s) from the STU/UPCL/PMC as per the power mapping provided by UPCL/SLDC/Power Management Cell (PMC).

8. BILLING PROCEDURE AND PAYMENTS

8.1 General

a. UPCL shall pay to the BESSD the monthly Tariff Payments subject to the adjustments as per provisions of this Agreement. All capacity charge Payments by UPCL shall be in Indian Rupees.

b. Subject to the provision of this Agreement, BESSD shall be required to make arrangement of auxiliary power at its own risk and cost.

8.2 Delivery and Content of Monthly Bills/Supplementary Bills

a. The BESSD shall issue to UPCL hard copy of a signed Monthly Bill/Supplementary Bill alongwith **Annexure-III** for the immediately preceding Month/relevant period, including the time-block-wise data in the tabular format as per Illustration in **Annexure-VII** of BESPA, 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.

b. As per applicable regulation(s) of the Appropriate Commission(s), charges pertaining to scheduling of power beyond delivery point, if any, shall be borne by UPCL.

c. All payments required to be made under this Agreement shall also include any deduction or set off for:

- deductions required by the Law; and
- Amount claimed by UPCL, if any, from the BESSD, will be adjusted from the monthly energy payment.

8.3 **The Battery Storage System shall raise monthly bill as per Hon'ble UERC Regulation in force, based on the monthly Joint Meter Reading with help of MRI/Smart Meter of the Bill Meter installed at interconnection point along with the detailed MRI Report of the Meter at the time of reading and Load Survey data of previous 35 days. The MRI report should also be certified by the representative of UPCL. Soft copy of the MRI shall also be submitted.**

8.4 **The Monthly Bill in triplicate along with supported documents viz. Joint Meter Readings and the MRI document (Bill & Check Meter) duly signed by Executive Engineer (Distribution)/Executive Engineer (Test) UPCL of the concerned division within 3 days after the meter reading is taken where either of the authorized officer is not available during these three days signature of one officer should suffice with load survey data of previous 35 days raised by the Battery Storage System shall be delivered to UPCL at office of Executive Engineer(Commercial), U P C L , Dehradun on or before the Third (3rd) working day of the following month hereinafter called the Monthly Bill date.**

8.5 **UPCL shall make payment against such Monthly Bills to the Battery Energy Storage System Project from the date of the receipt of original monthly bill along with complete documents mentioned in above Clause 8.3 & 8.4 with following rebate options:-**

No. of days from the date of presentation of bill within which payment is credited in generating company account	Applicable Rebate (%)
Within 7 days	1.65
From 8th day to 15th day	1.50
From 16th day to 23rd day	1.35
From 24th day to 30th day	1.25

8.6 **In case the payment of bills is delayed beyond a period of 45 days from the date of billing, a late payment surcharge at the rate of 1.25% per month or part thereof shall be levied by the generating company.**

8.7 **The bills raised by the Project Developer shall be paid in full subject to the conditions that:-**

- **There is no arithmetical error in the bill(s).**
- The bill(s) is/are claimed as per tariff referred to in Clause 4 of this agreement. They are in accordance with the energy account referred to in Clause 19 "Metering" of this agreement.

8.8 **In case of any dispute regarding the bill raised by the Battery Storage System, UPCL shall file a written objection with the Project Developer within fifteen days of receipt of the bill giving full particulars of the disputed item(s), with full details/data and reasons of discrepancies and amount disputed against each item. The Battery Energy Storage System Project shall resolve the above with UPCL within 30 working days.**

8.9 **In case, the dispute is not resolved within 30 working days as provided above, clause __ "Disputes and Arbitraton" shall be followed. The amount of excess/ shortfall with respect to the said disputed amount on final award of arbitration shall be paid/ adjusted with interest at rate 1.25% per month from the date on which the amount in dispute was payable/ to be deducted.**

9. PAYMENT SECURITY MECHANISM (Letter of Credit):

a) UPCL shall open a letter of Credit (LC) with a public sector scheduled bank at least one month prior to the commencement of power supply from the Battery Energy Storage System Project which would be exercised by the Battery Energy Storage System Project only in case of default in the payments by the UPCL beyond due date. All the bank charges for opening/maintaining LC shall be borne by the UPCL.

b) The LC shall be kept valid at all the time during the validity of this Agreement. The amount of LC shall be reviewed annually.

c) The amount of LC during the first year of commercial operation of the station shall be for an amount to 105% of average monthly capacity charge energy bill based on the Tariff & Availability & Round to trip efficiency as per UERC RE, Regulation in force as amended from time to time.

d) However, after lapse of first year of commercial operation of the station, LC shall be renewed for an amount equivalent to 105% of average monthly billing of the preceding 12 months.

e) In case of payment through LC, the Generators shall present bill (s) to the said Bankers with a copy to the UPCL. The bill(s) so presented by the generator to the said Bankers shall be promptly paid on their presentation.

f) Notwithstanding anything stated above, UPCL will adopt above payment security mechanism if such back-to-back arrangement is done as per BESPA.

10. PARALLEL OPERATIONS

10.1 After receiving the request from the Battery Storage System, in writing, the Distribution Licensee shall allow the Battery Storage System to interconnect and operate its Project in parallel with its distribution network, subject to fulfillment of terms and conditions of this agreement, by the Battery Energy Storage System Project.

10.2 The Battery Storage system (BESS) Project shall be allowed connectivity at UPCL 33/11 kV Grid connecting Sub-Station at different locations of Uttarakhand with the system of the Distribution Licensee through an independent feeder at the interconnection point or with the incoming feeder of the Distribution Licensee, as the case may be, subject to fulfillment of the terms and conditions and protection scheme by the Battery Energy Storage System Project, as approved by Distribution Licensee. The final approval shall be obtained from the Distribution Licensee before charging the line.

10.3 The Battery Storage system (BESS) Project shall also obtain necessary clearance from the Electrical Inspectorate and other department necessary for interconnecting with the system of Distribution Licensee.

10.4 The Battery Storage system (BESS) Project shall operate and maintain the interconnection and parallel operation facility in accordance with accepted good engineering practices in the electricity industry, relevant technical standards and specifications.

11. GENERATION FACILITIES OWNED AND OPERATED BY THE BATTERY STORAGE SYSTEM (BESS)

11.1 The Battery Storage system (BESS) Project shall own, install, operate, and maintain the Project equipment's and associated dedicated transmission line described in **Annexure I** of BESPA. Battery Storage system (BESS) Project shall follow such operating procedures on its side of the electric interconnection with UPCL system, as are consistent with applicable laws, rules and regulations, the terms and conditions of this Agreement, provisions of the SGC, and other related guidelines, if any, issued by UERC, SLDC and UPCL.

11.2 All electrical equipment shall be installed in compliance with the requirements of the Director of Electrical Safety, Government of Uttarakhand and safety specifications of the Central Electricity Authority (CEA) under section 53 of the Electricity Act, 2003.

11.3 The Battery Storage system (BESS) Project further agrees to make no material changes or

additions to, its facility, which may have an adverse effect on UPCL system or amend the single-line diagram, relay list and/or trip scheme given in **Annexure I**, without UPCL's prior written consent. UPCL agrees that such consent shall not be unreasonably withheld or given.

11.4 Without prejudice to the foregoing, the Battery Storage system (BESS) Project shall install, operate, and maintain its facility in accordance with accepted prudent utility practices in the electricity industry. The Battery Storage System (BESS) Project's operation and Maintenance schedules and staffing shall be adequate to meet such standards at all times.

11.5 UPCL shall follow such operating procedures on its side of the electric interconnection point with the Battery Storage system (BESS) Project, as required to receive Power from the Battery Storage System (BESS) Project's facility, without avoidable interruptions or adverse consequences on the Battery Storage system (BESS) Project, and consistent with applicable laws, rules and regulations, and the terms and conditions of this Agreement.

12. INTERCONNECTION FACILITIES

12.1 Interconnection Facilities means all the facilities which shall include existing UPCL 33/11 kV Grid connecting Sub-Station at various locations of Uttarakhand owned, maintained and operated by UPCL. without limitations, switching equipment, communication, protection, control, meters and metering devices etc, for the incoming bay(s) for the Project Line(s) to be installed and maintained by Battery Energy Storage System Project at the cost to be borne by the Battery Energy Storage System Project, to enable the evacuation of electrical output from the project in accordance with the Agreement and in force as applicable. Interconnection facility is subject to the feasibility of the connection at the respective SubStation provided by Executive Engineer, Concerned Division.

12.2 Power from the Battery Energy Storage System Project shall be transmitted at 33 kV voltage and to the UPCL 33/11 kV Grid connecting Sub-Station at various locations of Uttarakhand owned, maintained and operated by Project Developer.

12.3 The cost of laying the transmission line up-to the UPCL 33/11 kV Grid connecting Sub-Station at various locations of Uttarakhand owned, maintained and operated by Battery Energy Storage System Project the required bay, terminal equipments and associated synchronization equipments, etc shall be borne by the BESSD.

12.4 Technical standards for construction of electrical lines and connectivity with the grid shall be as per UERC Regulation in force.

12.5 Maintenance of terminal equipment at the BESS end and the dedicated transmission line owned by such BESS station and maintenance of the terminal equipment(s) at the UPCL 33/11 kV Grid connecting Sub-Station at various locations of Uttarakhand shall be as per Regulation in force.

12.6 Any work to be done by the Battery Energy Storage System Project shall be taken up only with a specific approval and on the basis of approved drawings and specifications from UPCL which has to approve or otherwise shall be conveyed to the Battery Energy Storage System

Project within 30 days by UPCL and in compliance with the safety requirements as per SGC. On the completion of work, final approval shall be obtain from UPCL before charging the Line. The Battery Storage System (BESS) shall obtain all statutory clearances/approvals required for this purpose.

12.7 The Battery Energy Storage System Project shall consult UPCL on the scheme of protection of the interconnecting line(s) and the facilities at both ends and accordingly provide the equipment at both ends. The protection system, installed by the Battery Energy Storage System Project, shall be tested by BESSD and witness by UPCL representative.

12.8 Without limiting the foregoing, the Battery Energy Storage System Project and UPCL shall, operate and maintain the interconnection and parallel operation facility in accordance with accepted good engineering practices in the electricity industry and the State Grid Code Regulations, CEA(Safety requirement of construction, Operation & Maintenance of Electrical Plants and Electric Lines) Regulation, 2011, CEA(Technical Standard for constructions of Electric Plants and Electric Lines) Regulations,2022, CEA(Technical Standard Connectivity in the Grid) Regulations,2007 & CEA (Measures relating to safety and Electric Supply) Regulations,2023 read with their amended from time to time and directions of Director Electrical Safety (GOU) and Safety requirements as specified by the Authority under section 53 of Electricity Act, 2003.

12.9 The interconnection facilities, to be provided by the Battery Energy Storage System Project are set forth in **Annexure IV** attached hereto and made a part hereof.

13. PROTECTIVE EQUIPMENT & INTERLOCKING

The Battery Energy Storage System Project shall install, at its own cost, interconnection facilities that include necessary protective equipment's and interlocking devices, which shall be so coordinated that any malfunctioning or abnormality in the Battery Energy Storage System Projects or in the bus of the Battery Energy Storage System Project shall not adversely reflect on or affect UPCL's grid system. In event of any malfunctioning or abnormality, the system shall be designed to ensure that the Battery Energy Storage System Project's breaker trips first to protect the equipment. Prior to adopting it the Battery Energy Storage System Project shall obtain approval of UPCL for the protection logic of the Project Developer system and the synchronization scheme.

14. TECHNICAL ASSISTANCE BY UPCL & BATTERY ENERGY STORAGE SYSTEM DEVELOPER'S RESPONSIBILITY

14.1 On request, UPCL shall provide reasonable technical assistance to the Battery Energy Storage System Developer (BESSD) in preparing the design and specifications of the required facilities and for laying down the standard operating and maintenance

procedures. The BESSD, however, shall be responsible for procurement, installation, testing, maintenance, and operation of the electrical system installed in the Battery Energy Storage System Project's premises.

14.2 Notwithstanding the above, UPCL shall not be responsible for any damage caused to the electrical system/BESS set of the Project Developer on account of errors or defects in the design, procurement, installation, testing, maintenance and operation of the system.

15. ARRANGEMENTS AT THE POINT OF SUPPLY

The Battery Energy Storage System Developer shall make all arrangements for paralleling the set(s) with UPCL grid in consultation with and to the satisfaction of UPCL, subject to the approval of the Director of Electrical Safety, Government of Uttarakhand and safety specifications of the Central Electricity Authority (CEA) under Section 53 of the Electricity Act, 2003.

16. SYNCHRONISATION

16.1 The Battery Energy Storage System Project shall give at least sixty (60) days advance written notice of the date on which it intends to synchronize a unit of the project with the grid system, to the concerned Executive Engineer (Electricity Distribution Division) of UPCL. The authorized representative of the Battery Energy Storage System Project and the Executive Engineer (Electricity Distribution Division) of UPCL shall inspect the unit which the Battery Energy Storage System Developer intends to synchronize to the Grid System within Seven days after being notified in writing by the Battery Energy Storage System Developer about the readiness of the unit for the synchronization with the grid. Project may be synchronized by the BESSD to the Grid System when it meets all the connection conditions prescribed in applicable Grid Code then in effect and otherwise meets all other Indian legal requirements for synchronization to The 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.

16.2 The Battery Energy Storage System Developer shall synchronize its power in consultation with the Executive Engineer, (Distribution), UPCL of concerned Division at various locations of Uttarakhand of UPCL and as per provisions of the SGC as amended from time to time.

16.3 UPCL shall not be responsible for the damage, if any, caused to the project and equipment of the Project Developer due to failure of the synchronizing or the protective system provided by the Battery Energy Storage System Developer.

17. DISPATCH AND SCHEDULING

17.1 The BESSD, in consultation with UPCL, shall be required to charge/ discharge the Battery System as per the applicable regulations / requirements / guidelines of CERC / UERC /SLDC or any other competent agency and same being recognized by the SLDC or any other competent authority / agency as per applicable regulation/ law / direction and maintain compliance to the applicable Codes/ Grid Code requirements and directions, if any, as specified by concerned SLDC 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.

17.2 The BESSD shall be responsible for directly coordinating and dealing with UPCL, SLDCs, Regional Power Committees, and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of charging and discharging power and due compliance with deviation and settlement mechanism and the applicable Grid code Regulations, acknowledging that the BESSD and UPCL are the Grid connected entities.

17.3 DSM charges, if any, shall be levied separately on the BESSD and UPCL as applicable, at their respective ends for the charging and discharging activities. DSM / UI charges on this account shall be directly paid by the BESSD or UPCL as applicable.

17.4 Reactive power charges shall be on account of the BESSD at their respective ends during charging and discharging, as per CERC/UERC regulations.

17.5 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 UERC regulations.

18. LIASON WITH & ASSISTANCE FROM UPCL

The Battery Energy Storage System Developer shall closely liaise with the Executive Engineer (Distribution) of UPCL and shall inform the date of commencement of delivery of power to the designated officials (Executive Engineer – Electricity Distribution Division, Executive Engineer – Electricity Test Division and Chief Engineer, commercial of UPCL) one month in advance and also arrange for testing and commissioning of the protection system at least 15 days in advance. If requested by the BESSD, UPCL shall extend assistance for testing, subject to the condition that the BESSD shall pay the charges for such assistance to UPCL, if so indicated by the concerned Testing Division of UPCL in accordance with the Regulation. The Battery Energy Storage System Project shall conduct Commissioning tests in presence of designated officials of UPCL and submit the testing results to UPCL.

19. METERING

19.1 The Battery Energy Storage System Developer shall supply two identical sets of IAMR AND MRI compliant meters, having data recording memory of at least 45 days, with the facility for downloading data to measure the quantity and time details of the Power exported from and imported by the Battery Energy Storage System, conforming to the specifications approved by UPCL, along with all necessary associated equipments. These meters shall be installed and maintained by UPCL. These meters shall be installed at the interconnection point. One set of export/import meters shall be termed as Bill Meter/main meter and other set will serve as the Check Meter. The complete metering system consisting of meters, Current Transformers & Potential Transformers shall conform to the technical standards, accuracy and calibration requirements of the Indian Electricity Rules and the specifications of the Bureau of Indian Standard and CEA (Installation & Operation of Meters) Regulation, 2006 or its subsequent amendment thereof.

19.2 The Battery Energy Storage System Developer shall bear the cost of installing new/additional meter/metering system.

19.3 The joint meter readings shall be recorded in the format given in **Annexure V & VI.**

19.4 The Meter/Metering system shall be properly sealed and made pilfer proof, to the satisfaction of both parties conforming to the guidelines of CEA for installation of meters.

19.5 UPCL shall, test all the metering equipment for accuracy, in the presence of a representative of Battery Energy Storage System Developer, if the UPCL/ Battery Energy Storage System Developer so elects, at least once every year while the agreement is in force, either party may, however, elect to get the meters tested at any time they so desire, at their own cost, in the presence of the other parties.

19.6 UPCL's designated representative and the representative of the BESSD shall jointly certify the meter test results. After every testing all metering equipment and the Metering system shall be securely sealed jointly by the representatives of UPCL and the BESSD.

19.7 The reading and testing of meters and associated equipment shall be in accordance with accepted good engineering practices in the electricity industry.

19.8 Calibration, inspection and testing of meters and the associated equipment shall be the responsibility of UPCL, who shall bear the related costs.

19.9 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 System Project with records of:-

a) Fifteen (15) minutes logs of real and reactive power generation, frequency, transformer tap position, bus voltage(s), Main Meter and Check 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.

19.10 Online arrangement would have to be made by the BESSD for submission of metering data regularly for the entire period of this Agreement to the SLDC, PTCUL/UPCL and the concerned Ministry or concerned agency as per applicable regulation / directions.

19.11 Meter readings shall be taken jointly by parties as indicated below:-

- UPCL Side- Executive Engineer (Distribution) and Executive Engineer (Test),
- Battery Energy Storage System Developer's side - Authorized representative of the Battery Energy Storage System Project.

19.12 The reading/MRI report of the Main Meter shall form the basis for the energy account, provided that the magnitude (i.e. absolute value) of the difference between the Check and Main Meter reading is within 0.40 % (point four percent) of the Main Meter reading.

19.13 If in any month the consumption of the Bill Meter and Check Meter are found to be doubtful or beyond the permissible 0.40 % (point four percent) deviation indicated above, both sets of meters shall be checked and calibrated in the presence of authorized representatives of both the parties. Corrections shall be made, if required, on the basis of the error detected during this process, in the Monthly Bill for the period between the previous meter readings and the date and time from which accurate readings become available through replacement or re-calibration. These corrections shall be full and final for the Bill of that month.

19.14 During the period of checking and calibration of both meters simultaneously, another export and import meter duly calibrated and supplied by Battery Energy Storage System Developer would be installed by UPCL. For this purpose, one spare set of meters of relevant standards as per 19.1 clause would be required to make available with the Battery Energy Storage System Developer at all times.

19.15 If the Main Meter is found to be defective, and the Check meter is found to be accurate then the reading from the later shall be used for billing purpose and the Main meter would be re-calibrated and reinstalled or replaced by UPCL duly tested and calibrated meters, as necessary. Where error in the Check Meter is indicated beyond permissible limit but there is no error in the Main Meter, Monthly energy account would be prepared on the basis of the Main Meter reading and the Check Meter shall be immediately re-calibrated and re-installed or replaced as necessary. If both meters are found to be defective, then the Main will be revised on the basis of the inaccuracy discovered in the testing. The M.R.I. document from the meters shall be considered as authentic document for verification.

19.16 Metering at generating terminal of each unit of the Battery Energy Storage System shall be ensured as per the guidelines of the CEA.

20. ACCEPTANCE AND APPROVAL OF UPCL

UPCL's acceptance or GTP approval for equipment, additions or changes to equipment, and their operational setting etc., would be required. Such acceptance/approval shall not be unreasonably withheld and an approval or otherwise shall be conveyed to the Battery Energy

Storage System Developer within 30 days and shall be based on UPCL's existing policies and practices.

21. INSURANCES:

The BESSD shall effect and maintain or cause to be effected and maintained, at its own cost and expense, insurances against risks to keep the Project in good condition and shall take Industrial all Risk insurance policy covering risks against any loss or damage, with such 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. The BESSD shall submit the Insurance copy to UPCL, at the time of commissioning of project.

22. CONTINUITY OF SERVICE

22.1 The supply of electricity by the Battery Energy Storage System shall be governed by instructions from the State load dispatch center, as per the provisions of the SGC as amended from time to time. However, UPCL may require the Battery Energy Storage System to temporarily curtail or interrupt deliveries of power only when necessary in the following circumstances: -

a. Repair and/or Replacement and/or Removal of UPCL's equipment or any part of its system that is associated with the Battery Energy Storage System's facility; and/or

b. Endangerment of Safety: If UPCL determines that the continued operation of the facility may endanger the safety of UPCL's personnel or integrity of UPCL's electric system, or have an adverse effect on the provision of electricity to UPCL's other consumers/customers; and/or

c. Force Majeure Conditions as defined in clause 31 "Force Majeure" below

22.2 Before disconnecting the Battery Energy Storage System from UPCL's system, UPCL shall, except in the case of an emergent situation, give advance intimation to the Battery Energy Storage System Developer through telephone/wireless or through other means of communication along with reasons for disconnection, and the likely period of the disconnection. However, subsequent to disconnection, UPCL shall immediately notify the Battery Energy Storage System Developer by telephone and confirm in writing the reasons for, and the likely period of, disconnection. During the period so notified UPCL shall not be obligated to accept or pay for any power from the Battery Energy Storage System.

22.3 In any such event as described above, UPCL shall take all reasonable steps to minimize the frequency and duration of such interruptions, curtailments, or reductions.

22.4 UPCL shall avoid scheduling any event described in 22.1 above, to the extent reasonably practical, during the Battery Energy Storage System's operations. Where the scheduling of such an event during the Battery Energy Storage System's operations cannot be avoided,

UPCL shall provide the Battery Energy Storage System Developer with fifteen days advance notice in writing to enable the Battery Energy Storage System to cease delivery of Power to UPCL at the scheduled time.

22.5 In order to allow the Battery Energy Storage System facility to remain on- line and to minimize interruptions to Battery Energy Storage System operations, the Project Developer may provide automatic equipment that will isolate the Battery Energy Storage System facility from UPCL system during major system disturbances.

23. DAILY/MONTHLY/ANNUAL REPORT

The Battery Energy Storage System Developer shall submit daily/monthly/annual and other reports on the formats desired by the UPCL including **Annexure-II**, and as per the procedure, specified in the SGC as amended from time to time and under the Regulations.

24. CLEARANCES, PERMITS AND LICENSES

The Battery Energy Storage System Developer shall obtain, at its own expense, all authorizations, permits, and licenses required for the construction, installation and operation of the Battery Energy Storage System facilities and any interconnection facilities, including but not limited to, rights-of-way or easements. UPCL shall provide reasonable assistance, including permissions, approvals and clearances, to the Battery Energy Storage System Developer if so requested by the Battery Energy Storage System Developer.

25. DURATION

25.1 Unless terminated by default described in clause 26 below, this agreement shall be valid till the expiry of 12 years from the date of commercial operation of the project.

25.2 The agreement may be renewed or extended for such period as may be mutually agreed between the Battery Energy Storage System Developer and UPCL on expiry of initial term described at 25.1 above.

25.3 UPCL reserves the first right of purchase after the expiry of initial term of BESPA.

26. EVENTS OF DEFAULT AND TERMINATION

26.1 The occurrence of any of the following events at any time during the term of this agreement shall constitute a default by the Battery Energy Storage System Developer.

a. Failure on the part of the Battery Energy Storage System Developer to use reasonable diligence in operating, maintaining, or repairing the Battery Energy Storage System

facility, such that the safety of persons and property, UPCL's equipment, or UPCL's service to others is adversely affected; or

b. Failure or refusal by the Battery Energy Storage System Developer to perform its material obligations under this agreement; or

c. Abandonment of its interconnection facilities by the Battery Energy Storage System Developer or the discontinuance of services by the Battery Energy Storage System Developer covered under this agreement, unless such discontinuance is caused by force majeure, or an event of default by UPCL, or

d. Failure by the Battery Energy Storage System Developer to abide by all statutory provisions, rules, regulations, directions and conditions for installation, operation, and supply of power and maintenance of units etc., enforced from time to time by the Union/State Government, UERC or other empowered authorities, including compliance with the SGC, or

e. Failure by the Battery Energy Storage System Developer to pay UPCL any amount payable and due under this agreement in Sixty (60) working days of the demand being raised.

26.2 The occurrence of any of the following at any time during the term of this agreement shall constitute a default by UPCL: -

a. Failure to pay to the Battery Energy Storage System Developer any amount payable and due under this agreement within Seventy Five (75) working days of the receipt of the complete monthly purchase bill; or

b. Failure to use reasonable diligence in operating, maintaining or repairing UPCL 33/11 kV Grid connecting Sub-Station such that the safety of persons or property in general, or the Battery Energy Storage System's equipment or personnel are adversely affected; or

c. Failure or refusal by UPCL to perform its material obligations under this agreement; or

d. Abandonment of its interconnection facilities by UPCL or the discontinuance by UPCL of obligations covered under this agreement, unless such discontinuance is caused by force majeure or an event of default by the Battery Energy Storage System Developer.

e. Except for failure to make any payment due, within Seventy Five (75) working days of receipt of the monthly purchase bill, if an event of default by including nonpayment of bills either party extends beyond a period of Seventy Five (75) working days after receipt of written notice of such event of default from the non- defaulting party, then the non- defaulting party may, at its option, terminate this agreement by delivering written notice of such termination to the party in default.

26.3 Failure by either UPCL or the Battery Energy Storage System Developer to exercise any of its rights under this agreement shall not constitute a waiver of such rights.

Neither party shall be deemed to have waived the performance of any obligation by the other party under this agreement, unless such a waiver has specifically been made in writing and approved by the UERC.

26.4 UPCL reserves the right to terminate this agreement upon one month's notice to the Battery Energy Storage System Project , if the Battery Energy Storage System Developer fails to commence dispatch capacity power within three months from the planned commercial operation date mentioned in Annexure I.

27. COMMUNICATION

In order to have effective co-ordination between UPCL and the Battery Energy Storage System Developer, a designated official shall be kept on duty round the clock by the Battery Energy Storage System Developer and UPCL in their respective premises, with information to each other about the name, location, telephone number etc., of the official. Without prejudice to discharge of their rightful duties by others, this duty official shall take necessary action on receiving information about developments from the other party. The Battery Energy Storage System Developer shall provide reliable and effective communication through wireless/hotline etc., between the Battery Energy Storage System facility & the interconnecting substation of UPCL and between the Battery Energy Storage System facility and the SLDC. The Battery Energy Storage System Developer shall make provision for an RTU for remote monitoring of voltage, current and other related electrical parameters, as may be required by the UPCL and also for AMR facility.

28. DISPUTES AND ARBITRATION

In the event of any dispute or difference between the parties concerning performance of this agreement and/or the rights and liabilities of the parties in respect of which a procedure for the resolution is not otherwise provided for in this agreement the following provisions shall apply:

a. Executive Engineer(Distribution) on behalf of UPCL, and the authorized representative of the Battery Energy Storage System Project would be empowered to indicate explicitly the nature and material particulars of the dispute/ dissatisfaction and the relief sought and serve notice thereof on the other, with copy to the UPCL's BESS Nodal Officer.

b. On receiving such information, the UPCL's BESS Nodal Officer shall be required to personally meet the authorized representative of the Battery Energy Storage System Project and the Executive Engineer(Distribution), UPCL at his own office, separately and/or together, within 15 (Fifteen) days of the date of receipt of such notice, and attempt in good faith to resolve the dispute to the mutual satisfaction of the two parties, within the stipulations dictated by the letter and spirit of the agreement.

c. If the dispute is not resolved by way of a settlement being arrived at and duly signed by each of the above officers within Forty Five (45) days of the date of receipt of the notice described in clause (a) above, the matter may be referred by either or both the above designated

officers of the two parties to the UPCL's Chief Engineer (Commercial), Dehradun with information.

d. If the said dispute / dissatisfaction remains unresolved, either party can file a petition before UERC, whose decision will be final and binding on both the parties. UERC shall be empowered to determine the exact nature and modalities of the procedure to be adopted in resolving the matter.

29. INDEMNIFICATION

29.1 The Battery Energy Storage System Developer shall indemnify, defend, and render harm free, UPCL, its members, directors, officers, employees and agents, and their respective heirs, successors, legal representatives and assignees, from and against any and all liabilities, damages, costs, expenses (including attorneys fees), losses, claims, demands, action, causes of action, suits and proceedings of every kind, including those for damage to property of any person or entity (including the Battery Energy Storage System Project and/or for injury to or death of any person including the Battery Energy Storage System Project's employees and agents), which directly or indirectly result from or arise out of or in connection with negligence or willful misconduct of the Battery Energy Storage System/ Battery Energy Storage System Developer.

29.2 UPCL shall indemnify and render the Battery Energy Storage System Project, its directors, officers, employees and agents, and their respective heirs, successors, legal representatives and assignees harmless

from and against any and all liabilities, damages, costs, expenses (including outside attorneys fees), losses, claims, demands, actions, causes of action, suits and proceedings of every kind, including those for damage to the property of any person or entity (including UPCL) and/or injury to or death of any person (including UPCL's employees and agents), which directly or indirectly result from or arise out of or in connection with negligence or willful misconduct by UPCL.

30. ASSIGNMENT

This Agreement may not be assigned by either UPCL or the Battery Energy Storage System Developer without the consent in writing of the other party, except that either party may assign its rights under this Agreement, or transfer such rights by operation of law, to any corporation with which or into which such party shall merge or consolidate or to which such party shall transfer all or substantially all of its assets; provided that such assignee or transferee shall expressly assume, in writing, delivered to the other party to this Agreement, all the obligations of the assigning or transferring party under this Agreement.

31. FORCE MAJEURE

31.1 "Force Majeure Event" with respect to any party, any event or circumstance which is not within the reasonable control of, or due to an act or omission of, that party and which, by the exercise of reasonable care and due diligence, that party is not able to prevent, including, without limiting the generality of the foregoing:

i. Acts of God, including, but not limited to lightning, landslide, storm, action of the elements, earthquakes, volcanic eruption flood, pandemic, cyclone, typhoon or tornado if it is declared by competent, drought and natural disaster or exceptionally adverse weather conditions;

ii. Any act of public enemy, wars (declared or undeclared), blockades, embargo, insurrections, riots, revolution, sabotage, terrorist or military action, vandalism and civil disturbance.

iii. Unavoidable accident, fire and explosion (to extent to originating from a source external to the site), radioactive contamination or ionizing radiation originating from source in India or resulting from another and toxic dangerous chemical contamination;

iv. Any shutdown or interruption of the grid, which is required or directed by the State or Central Government or by the Commission or the State Load Despatch Centre; and any shut down or interruption, which is required to avoid serious and immediate risks of a significant plant or equipment failure.

31.2 The party invoking this clause shall satisfy the other party of the occurrence of such an event and give written notice explaining the circumstances, within seven days to the other party and take all possible steps to revert to normal conditions at the earliest.

31.3 Any payments that become/have become due under this agreement shall not be withheld, on grounds of force majeure conditions developing.

32. AUTHORITY TO EXECUTE

Each respective party represents and warrants as follows:

a. Each party has all necessary rights, powers and authority to execute, deliver and perform this agreement.

b. The execution, delivery and performance of this agreement by each respective party shall not result in a violation of any law or result in a breach of any government authority, or conflict with, or result in a breach of, or cause a default under, any agreement or instrument to which either respective party is a party or by which it is bound.

c. No consent of any person or entity not a party to this agreement, including any governmental authority, is required for such execution, delivery end performance by

each respective party. All necessary consents have been either obtained or shall be obtained in the future as and when they become due.

33. LIABILITY AND DEDICATION

33.1 Nothing in this agreement shall create any duty, standard of care, or liability to discharge by any person not a party to it.

33.2 No undertaking by one party to the other under any provision of this Agreement shall constitute the dedication of that party's system or any portion thereof to the other party or to the public; or affect the status of UPCL as a public utility or constitute the Battery Energy Storage System Developer or the Battery Energy Storage System facility as a public utility.

34. NODAL AGENCY OF UPCL

UPCL shall act as a nodal agency for implementing this Agreement.

35. AMENDMENTS

Any waiver, alteration, amendment or modification of this Agreement or any part hereof shall not be valid unless it is in writing, signed by both the parties and approved by UERC.

36. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives, and permitted assignees.

37. NOTICES

Any written notice provided hereunder shall be delivered personally or sent by registered post, acknowledgement due, or by courier for delivery on written receipt, with pre-paid postage or courier charges, to the other party, at the following address:

UPCL:

Chief Engineer (Civil),
Nodal Officer- BESS,
Victoria Cross Vijeta Gabar Singh Urja Bhawan,

UPCL, Dehradun- 248001

Uttarakhand.

BATTERY ENERGY STORAGE SYSTEM DEVELOPER:

…….

……..

Notice delivered personally shall be deemed to have been given when it is delivered at the office of, the Battery Energy Storage System Project's or to the office of the Chief Engineer(Civil), UPCL, as the case may be at address set forth above and actually delivered to such person or left with and received by a responsible person in that office. Notice sent by post or courier shall be deemed to have been given on the date of actual delivery as evidenced by the date appearing on the acknowledgement of delivery.

Any party to this agreement may change its address for serving a written notice, by giving written notice of such change to the other party.

38. EFFECT OF SECTION AND ANNEXURE HEADINGS

The headings or titles of the various sections and annexure hereof are for convenient reference and shall not affect the construction or interpretation of any provision of this Agreement.

39. NON-WAIVER

No delay or forbearance by either party in the exercise of any remedy or right will constitute a waiver thereof, and the exercise or partial exercise of a remedy or right shall not preclude further exercise of the same or any other remedy or rights.

40. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be deemed to constitute either party hereto as partner, agent or representative of the other party or create any fiduciary relationship between the parties.

41. ENTIRE AGREEMENT

This agreement constitutes the entire understanding and agreement between the parties.

42. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws applicable in the State of Uttarakhand.

43. NO PARTY DEEMED DRAFTER

The parties agree that no party shall be deemed to be the drafter of this Agreement and that in the event this Agreement is ever construed by arbitrators or by a court of law, no inference shall be drawn against either party on account of this Agreement or any provision hereof being drafted by them. UPCL and the Battery Energy Storage System Developer acknowledge that both parties have contributed substantially and materially to the preparation of this agreement.

44. APPROVALS

Wherever approvals from either UPCL or the Battery Energy Storage System Project are required in this Agreement it is understood that such approvals shall not be unreasonably withheld.

45. ANNEXURES

ANNEXURES I to VII WOULD FORM PART OF THIS AGREEMENT.

46. STANDARD FOR DECISION MAKING

46.1 All operational decisions or approvals that are to be made at the discretion of either UPCL or the Battery Energy Storage System Developer, pursuant to the terms of this agreement, including specifications and design criteria etc., shall be made or performed according to good engineering practices prevailing in the electricity industry.

46.2 Professional decisions or activities undertaken by either party for the purpose of constructing, installing, removing, maintaining or operating any facility, which may affect the operations of the other party's facility or facilities, shall be made or performed according to good engineering practices prevailing in the electricity industry.

IN WITNESS:

WHEREOF, UPCL and the Battery Energy Storage System Developer have executed this agreement as of the

day of …. in the year 2026.

FOR THE BATTERY ENERGY STORAGE SYSTEM DEVELOPER:

FOR UPCL:

Name: …….. Designation: …….

……

…….

Name: …… Designation: ……

……

.

WITNESSED BY:

WITNESSED BY:

ANNEXURE- I

1. BATTERY ENERGY STORAGE SYSTEM PROJECT:

CIRCLE/ DIVISION/ SUB-DIVISION :
SUB-STATION : ..... Dist- .....,
CHIEF EXECUTIVE Battery Energy Storage System Developer (BESSD) :
…… CONTACT PERSON (BESSD) : .....
MAILING ADDRESS : …….
TELEPHONE NUMBER : …….
EMERGENCY TELEPHONE NUMBER : …….

2. SYSTEM EQUIPMENT:

3. COMMERCIAL OPERATION DATE: ……..

4. STIPULATIONS RELATING TO THE FACILITIES:

4.1 For the purpose of this agreement the Battery Energy Storage System Project's facility includes all controlled, operated or managed by the Project Developer in connection with or to facilitate generation, transmission, delivery, or furnishing of electricity or required to interconnect and deliver the electricity to UPCL's system.

(Explanation: A single-line diagram relay list and trip Scheme of the Battery Energy Storage System Project 's facility, reviewed and accepted by UPCL at the time the Agreement is signed, shall be attached to this agreement and made part hereof. The single-line diagram, relay list, and trip scheme shall expressly identify the point of electrical interconnection of the Battery Energy Storage System Project 's facility to UPCL system. Material changes or additions to the Battery Energy Storage System Project 's dispatch Capacity and interconnection facilities reflected in the single-line diagram relay list, and trip scheme shall not be unreasonably withheld and an approval or otherwise shall be conveyed to the BESSD within 30 days by UPCL.

4.2 The Battery Energy Storage System Project shall furnish, install, operate and maintain facilities such as breakers, relays, switches, synchronizing equipment, monitoring equipment,
and control and protective devices as suitable for parallel operation with UPCL's system and acceptable to UPCL. Such facilities shall be accessible to authorized UPCL personnel for inspection, with prior intimation to the Battery Energy Storage System Project

4.3 The Battery Energy Storage System Project shall furnish, in accordance with UPCL's requirements, all conductors, service switches, fuses, meter sockets, meter and instrument transformer housings and mountings, switches, meter buses, meter panels, and similar devices required for the service connection and meter installation at UPCL / Battery Energy Storage System Project premises. This equipment shall be installed and Commissioned by UPCL.

4.4 UPCL shall review and approve the design drawings and Bill of Material for the Battery Energy Storage System Project's electrical equipment, required to interconnect with UPCL's system. The type of electrical equipment, the type of protective relaying equipment and the settings affecting the reliability and safety of operation of UPCL and the Battery Energy Storage System Project's interconnected system shall be not be unreasonably withheld and an approval or otherwise shall be conveyed to the BESSD within 30 days by UPCL. UPCL at its option, may request review of operation of the control, synchronizing, and protection schemes

4.5 The Battery Energy Storage System Project shall provide a manual isolating device, which provides a visible break to separate the Battery Energy Storage System Project's facilities from UPCL 's system. Such a disconnecting device shall be lockable in the OPEN position and be readily accessible to UPCL personnel at all times.

5. Operating Procedures:

5.1 The Battery Energy Storage System Project shall operate its project when interconnected with the grid as per the procedure given in the SGC as amended from time to time. The overall responsibility of operation and implementation of the SGC rests with the State Load Dispatch Centre

and the State Transmission Utility under the provisions of Electricity Act, 2003.

5.2 The Battery Energy Storage System Project's normal weekly Maintenance shall be carried out one day in a week.

5.3 The Battery Energy Storage System Project shall notify UPCL's interconnecting sub-station and SLDC prior to synchronizing a Battery Energy Storage System Project on to or taking a Battery Energy Storage System Project. Such notification should be given in accordance with the conditions of this agreement.

Authorised Representative, UPCL

Authorised Representative BESS

ANNEXURE – II MONTHLY TRIPPING REPORT

NAME AND ADDRESS OF THE BATTERY ENERGY STORAGE SYSTEM DEVELOPER:-

INSTALLED GENERATION CAPACITY: - **..... MWH**

Date of first commissioning (Synchronizing): Date of Commercial Operation:

Date of Synchronizing: Progressive days: Days:

TRIPPING ON FAULT:

S. No	TRIPPING			RELAY OPERATED	REASON FOR TRIPPING			SYNCHRONISATION			TOTAL TIME LOST		REMARKS
	Date	TIME			Mechanical.	Electrical	Other	Date	Time				
		Hr	Min						Hr.	Min.	Hr.	Min.	

PLANNED & FORCED OUTAGE:

S. No	OUTAGE			REASON FOR TRIPPING				SYNCHRONISATION			TOTAL TIME LOST		REMARKS
	Date	TIME		No. Fuel	Mechanical	Electrical	Other		Time				
		Hr	Min						r.	Min.		Min.	

Progressive Days: Time Lost: During Month Year

COMMISSIONING SINCE FIRST COMMISSIONING

Authorised Representative
Battery Storage System Developer
M/s……

Copy to :- 1. State Load Dispatch Centre
2. Authorised Representative, UPCL

ANNEXURE- III

INVOICE

For the Month of……

Monthly Purchase Bill No:-

Dated-

Name of the Buyer: UPCL
Address :
Town
District:
PIN Code
Tel

Name of the BESSD:
Address:
Town
District: .
PIN Code
Tel

DESCRIPTION	QUANTITY	UNIT PRICE (Rs…/MW/month)	AMOUNT
1. Capacity Charge 2. System Availability (%) 3. Round trip Efficiency (%) OTHER CHARGES Less: Add:			
		SUBTOTAL	
		TOTAL DUE	

Encl : Joint Meter Reading statement duly verified by _____UPCL representative .

Authorized Representative

UPCL

M/s ……,

Verified by:

Authorized Representative

UPCL

ANNEXURE - IV

INTERCONNECTION FACILITIES PROVIDED BY THE BESSD

LINE BAY/S

ITEMS	PROVIDED	NOT PROVIDED	REMARKS
Structures			
Bus Bars, Clamps and Connectors			
Grounding Grid			
Isolators			
Current Transformers			
Circuit Breakers			
Control Cubicles			
Control Cabling			
AC/DC Power Supply			
Communication Equipment			

SYNCHRONISATION & PROTECTION FACILITIES:

ITEMS	PROVIDED	NOT PROVIDED	REMARKS
Automation Voltage Regulator Auto Synchronization Unit Check Synchronization Relay			

PROTECTION FOR INTERNAL FAULTS

ITEMS	PROVIDED	NOT PROVIDED	REMARKS
Differential Project Developer Differential Unit Transformer Restricted Earth Fault Stator Earth Fault Rotor Earth Fault Inter turn Fault Over Voltage Loss of Excitation			
Under Voltage Reverse Power Low Forward Power Relay			

PROTECTION AGAINST GRID FAULTS

ITEMS	PROVIDED	NOT PROVIDED	REMARKS
Minimum impedance (Distance protection relay)			
Unbalance (Negative phase sequence)			
O/C&E/F(Unit transformer)-LT&HT			
Over load alarm			
Over Fluxing relay			

PROTECTION AGAINST GRID DISTURBANCES

ITEMS	PROVIDED	NOT PROVIDED	REMARKS
Under Frequency Over Frequency Pole Slip			

ANNEXURE-V

MAIN METER READINGS OF BATTERY ENERGY STORAGE SYSTEM

Reading should be taken on First working day of every month at 00.00 Hrs.

Name of the Battery Energy Storage System Project and Facility:

Circle: Division:

Sub-Station : District: State: Uttarakhand

Meter No. :

C.T. Ratio Available /Connected:

P.T. Ratio Available /Connected:

Scale Factor (If any):- .

Multiplying Factor (MF):

Billing Meter Make / Number:

Meter Readings:

	Export Meter Reading	Import Meter Reading

MWh Previous Reading Current Reading Difference Difference X Multiplying Factor		

Authorized Representative
UPCL

Authorized Representative
Battery Energy Storage System Developer
M/s ……

Date:

Notes:

1. The UPCL shall maintain a daily log- book to record hourly reading of the Main Meter.
2. The BESS Grid Connected Project shall maintain a daily log to record the hourly supply in MWh along with the schedule given by the UPCL's Dispatcher.
3. If the meter is changed, the reason/s, date, time of meter change and new meter make and number must be recorded by both parties.
4. MRI Document of the Main Meter shall be taken at the time of the Joint Meter Reading.

ANNEXURE- VI

CHECK METER READING OF BATTERY ENERGY STORAGE SYSTEM

Reading should be taken on First working day of every month, at 00.00Hrs.

Name of the Project Developer and Facility:-

Circle: Division:

Sub-Station : District: State: Uttarakhand

Meter No.

C.T. Ratio Available /Connected:

P.T. Ratio Available /Connected:

Scale Factor (If any):

Multiplying Factor (MF):

Billing Meter Make/Number:

Meter Readings:

	Export Meter Reading	Import Meter Reading
MWh Previous Reading Current Reading Difference Difference X Multiplying Factor		

Authorized Representative
UPCL

Authorized Representative
Battery Energy Storage System Project

Date:

Notes:

1. The UPCL shall maintain a daily log- book to record hourly reading of the Check Meter.
2. The Battery Energy Storage System Developer shall maintain a daily log to record the hourly supply in MWh along with the schedule given by the UPCL's Dispatcher.
3. If the meter is changed, the reason/s, date, time of meter change and new meter make and number must be recorded by both parties.
4. MRI Document of the Check Meter shall be taken at the time of the Joint Meter Reading.

ANNEXURE-VII DAILY SCHEDULE REPORT

System Availability

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

date	block	Drawl (from Grid) MW (Charging) (X)	Injection (into Grid) MW (Discharging) (Y)	Scheduled Mus (Z)	Time-block Availability, (TA) = (Xi/Zi) + (Yi/Zi)
01-May-22	1	250	0	250	1
01-May-22	2	250	0	250	1
01-May-22	3	240	0	250	0.96
01-May-22	4	240	0	250	0.96
01-May-22	5	235	0	250	0.94
01-May-22	6	235	0	250	0.94
01-May-22	7	240	0	250	0.96
01-May-22	8	240	0	250	0.96
01-May-22	9	0	0	12.5	0
01-May-22	10	12.5	0	0	NA
01-May-22	11	0	0	0	NA
01-May-22	12	0	0	0	NA

01-May-22	13	0	0	0	NA
01-May-22	14	0	0	0	NA
01-May-22	15	0	0	0	NA
01-May-22	16	0	0	0	NA
01-May-22	17	0	0	0	NA
01-May-22	18	0	0	0	NA
01-May-22	19	0	0	0	NA
01-May-22	20	0	0	0	NA
01-May-22	21	0	0	0	NA
01-May-22	22	0	0	0	NA
01-May-22	23	0	0	0	NA
01-May-22	24	0	190	250	0.76
01-May-22	25	0	190	250	0.76
01-May-22	26	0	200	250	0.8
01-May-22	27	0	200	250	0.8
01-May-22	28	0	200	250	0.8
01-May-22	29	0	200	250	0.8
01-May-22	30	0	200	250	0.8

01-May-22	31	0	200	250	0.8
01-May-22	32	0	0	0	NA
01-May-22	33	0	0	0	NA
01-May-22	34	0	0	0	NA
01-May-22	35	0	0	0	NA
01-May-22	36	0	0	0	NA
01-May-22	37	0	0	0	NA
01-May-22	38	0	0	0	NA
01-May-22	39	0	0	0	NA
1-May-22	40	0	0	0	NA
01-May-22	41	0	0	0	NA
01-May-22	42	0	0	0	NA
01-May-22	43	12.5	0	12.5	1
01-May-22	44	245	0	250	0.98
01-May-22	45	240	0	250	0.96
01-May-22	46	240	0	250	0.96
01-May-22	47	235	0	250	0.94
01-May-22	48	240	0	250	0.96

01-May-22	49	250	0	250	1
01-May-22	50	250	0	250	1
01-May-22	51	250	0	250	1
01-May-22	52	0	0	0	NA
01-May-22	53	0	0	0	NA
01-May-22	54	0	0	0	NA
01-May-22	55	0	0	0	NA
01-May-22	56	0	0	0	NA
01-May-22	57	0	0	0	NA
01-May-22	58	0	0	0	NA
01-May-22	59	0	0	0	NA
01-May-22	60	0	0	0	NA
01-May-22	61	0	0	0	NA
01-May-22	62	0	0	0	NA
01-May-22	63	0	0	0	NA
01-May-22	64	0	0	0	NA
01-May-22	65	0	0	0	NA
01-May-22	66	0	0	0	NA
01-May-22	67	0	0	0	NA
01-May-22	68	0	0	0	NA
01-May-22	69	0	0	0	NA
01-May-22	70	0	0	0	NA
01-May-22	71	0	0	0	NA
01-May-22	72	0	0	0	NA
01-May-22	73	0	0	0	NA
01-May-22	74	0	0	0	NA
01-May-22	75	0	0	0	NA
01-May-22	76	0	0	0	NA
01-May-22	77	250	0	250	1
01-May-22	78	0	0	0	NA
01-May-22	79	0	0	0	NA
01-May-22	80	0	0	0	NA
01-May-22	81	0	230	250	0.92
01-May-22	82	0	235	250	0.94
01-May-22	83	0	235	250	0.94
01-May-22	84	0	230	250	0.92

01-May-22	85	0	200	250	0.8
01-May-22	86	0	190	250	0.76
01-May-22	87	0	185	250	0.74
01-May-22	88	0	0	0	NA
01-May-22	89	0	0	0	NA
01-May-22	90	0	0	0	NA
01-May-22	91	0	0	0	NA
01-May-22	92	0	0	0	NA
01-May-22	93	0	0	0	NA
01-May-22	94	0	0	0	NA
01-May-22	95	0	0	0	NA
01-May-22	96	0	0	0	NA
Total		3905	3295	8025	29.7
			NO OF BLOCK IN COLUMN Z IS NOT ZERO		34
			SYSTEM AVAILABILITY		0.87

Note:

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

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

If UPCL/SLDC has not scheduled for charging of BESS & discharge of BESS then TA will be NA for that time block

.

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

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

If UPCL/SLDC has scheduled for charging of BESS & discharge of BESS and BESSD has charge & discharge the BESS near to zero or zero then TA will be treated as Zero for that time block.

i is the ith Time block in the day. The System Availability for the day is calculated as the mean of Column TA, for all time- blocks where Column Z is not zero.
From the above table, Day's System Availability = 0.87

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

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

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

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

= (0.95-0.87) x 250 x 5 x 12 x 2
= 2400 lakhs

a. System Efficiency

The present illustration is for calculating the Daily System Efficiency as demonstration only. The same methodology shall be used for calculation of monthly system efficiency as per Clause 15.1.d.3.
System Efficiency = Total of Column (Y) = 3295 = 0.8437 ~ 0.84(rounded off to 2 decimal Places) Total of Column (X) 3905

Assuming:

a. monthly System Efficiency = 0.84,
b. Total Monthly Drawl form Grid (Charging Power) = 41.1 MUs

Liquidated Damages is calculated @ APPC(Average Power Purchase Cost of distribution Licencee) tariff for excess loss of energy considering expected System Efficiency to be 85%

Excess conversion losses = (0.85-0.84)* Total Drawl from the grid in the month (i.e. Charging Energy) Liquidated Damages for the month= Rs. 0.01x 41.1 x APPC tariff for e.g. Rs. 2) = Rs. 0.822 Millions
= Rs. 8.22 lakhs

Copy To:-

1. SLDC,

M/s …….

ANNEXURE – VIII MONTHLY TRIPPING REPORT

Name and Address of the Battery Energy Storage System Developer:-

Installed Generation Capacity: - 41MW/102.5 MWh

Date of first commissioning (Synchronizing): Date of Commercial Operation:

Date of Synchronizing: Progressive days: Days:

TRIPPING ON FAULT:

S. No	TRIPPING			RELAY OPERATED	REASON FOR TRIPPING			SYNCHRONISATION			TOTAL TIME LOST		REMARKS
	Date	TIME			Mechanical.	Electrical	Other	Date	Time				
		Hr	Min						Hr.	Min.	Hr.	Min.	

PLANNED & FORCED OUTAGE:

S. No	OUTAGE			REASON FOR TRIPPING				SYNCHRONISATION			TOTAL TIME LOST		REMARKS
	Date	TIME		No. Fuel	Mechanical	Electrical	Other		Time				
		Hr	Min						r.	Min.		Min.	

Progressive Days: Time Lost: During Month Year

COMMISSIONING SINCE FIRST COMMISSIONING

Authorised Representative
Battery Storage System Project
M/s……

Copy to :- 1. State Load Dispatch Centre
2. Authorised Representative, UPCL

GLOSSARY

Abbreviations	Details
AC	Alternating Current
BG	Bank Guarantee
CCA	Controller of Certifying Authorities
CEA	Central Electricity Authority
CERC	Central Electricity Regulatory Commission
CLU	Change of Land Use
DC	Direct Current
E – Bid	Electronic Bid
EDC	External Development Charges
EMD	Earnest Money Deposit
ESS	Energy Storage System
E – NIT	Electronic Notice Inviting Tender
ETDC	Electronics Test and Development Center
FF	Fill Factor
FY	Financial Year
GSS	Generating Sub Station
IA	Implementation Agreement
IEC	International Electrotechnical Commission
IEGC	Indian Electricity Grid Code
Im	Maximum Current
IPG	Internet Payment Gateway
ISO	International Organization for Standardization
I – V	Current – Voltage
IT & C	Information Technology and Communications
kV	Kilo Volt
kWh/MWh	Kilo Watt Hour/Mega Watt Hour
LoA	Letter of Award

LLC	Limited Liability Company
LLP	Limited Liability Partnership
MoU	Memorandum of Understanding
MOP	Ministry of Power
MWh	Megawatt hour
MNRE	Ministry of New and Renewable Energy
MoEF	Ministry of Environment & Forests
MoEFCC	Ministry of Environment, Forest & Climate Change
MW	Mega Watt
MU	Million Units
MSE	Micro and Small Enterprises
NOC	No Objection Certificate
PAT	Profit After Tax
NLDC	National Load Dispatch Centre
PBG	Performance Bank Guarantee
BESPA	Battery Energy Storage Purchase Agreement
UPCB	Uttarakhand Pollution Control Board
UERC	Uttarakhand Electricity Regulatory Commission
UREDA	Uttarakhand Renewable Energy Development Agency
UPCL	UPCL
UPCL	Uttarakhand Power Corporation Limited
RFP	Request for Proposal
ROC	Registrar of Companies
RTGS	Real Time Gross Settlement
RTU	Remote Terminal Unit
RLDC	Regional Load Dispatch Centre
SLDC	State Load Dispatch Center
STU	State transmission Utility
BESSD	Project Developer
SPV	Special Purpose Vehicle

SCD	Schedule Commercial Date
Vm	Maximum Voltage
ToD	Time of Day
DoD	Depth of Discharge
TBCB	Tariff based competitive Bidding
ROC	Registrar of Companies
VGF	Viability Gap Funding

Checklist

Sr. No.	Document Name	Remark / Comments	Attached (Y/N)
PART 1			
Envelop 1			
1	Tender Fees		
2	Processing Fees		
3	Format for Earnest Money Deposit (EMD)		
4	Schedule C		
Envelop 2			
4	Format of Covering Letter		
5	Formats for Power of Attorney		
6	Format for Board Resolutions		
7	Format for the Consortium Agreement		
8	Format for Financial Requirement		
9	Format for Technical Criteria		
10	Format for Connectivity of Project with Discoms Substation		
11	Format for Disclosure		
12	Format for Declaration by the Bidder for Qualification (Format) alongwith documents required for Qualification Requirements.		
13	Memorandum & Article of Association, Certificate of Incorporation (if applicable) of Bidding Company / all member companies of Bidding Consortium.		
14	Declaration by the Bidding Company / Lead Member of Bidding Consortium for the Proposed Technology		
15	Form declaration (as per Annexure E) on non judicial stamp paper of Rs.100/-		

16	Affidavit for not having been blacklisted in any state Govt/Center Govt/PSU on non-judicial stamp paper of Rs. 100/-.		
17	Check lists for DD/BG		
18	CA Certified copy of Income Tax return filed by the Bidder/Lead member company of Bidding Consortium		
19	Certified/notarized copy of Partnership deed (as applicable)		
20	Self-declaration of local content in compliance with the Public Procurement (Preference to Make in India) Order		
21	Signed and stamp Bid Document		
22	CVs/ Resumes of the Technical persons as per RfP		
23	Work orders and completion certificates of the relevant experience.		
24	Last 3 FY audited report and ITRs		
25	Self-Attached Copy of GST certificate		
26	List of Directors / Partners with there PAN and DIN		
PART 2			
1	Financial Bid document on the letterhead with sign. Amount quoted shall be in "Rs/MW/Month" ONLY		