REQUEST FOR SELECTION (RFS) DOCUMENT FOR SETTING UP OF 500 MW/1000MWH (6 PROJECTS) STANDALONE BATTERY ENERGY STORAGE SYSTEMS WITH COMPLETE TWO CYCLE CHARGING/DISCHARGING IN TAMIL NADU UNDER TARIFF-BASED GLOBAL COMPETITIVE BIDDING WITH VIABILITY GAP FUNDING SUPPORT

Issued by

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DISCLAIMER

1. Though adequate care has been taken while preparing the RfS document, the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given by the prospective bidders to the office of TNGECL immediately. If no intimation is received from any bidder within **30 (Thirty) days from the date of issuance of RfS documents,** it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).

2. TNGECL reserves the right to modify, amend or supplement this document.

3. This RfS document has been prepared in good faith, and on best endeavor basis. Neither TNGECL nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.

4. This RfS is not an agreement and is neither an offer nor invitation to the prospective bidders or any other person. The purpose of this RfS is to set the terms for the selection process and to provide Bidders with information that may be useful to them in preparation and submission of their Bids.

5. The bidder shall bear all its costs associated with or relating to the preparation and submission of its bid, including but not limited to preparation, copying, postage, delivery fees or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the bidder and the authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation of submission of the bid, regardless of the conduct or the outcome of the bidding process.

6. In case of any discrepancy in the documents uploaded on the websites of TANGEDCO/TNGECL, Tamil Nadu Govt. tender portal /NIC portal, the documents uploaded on the NIC portal utilized for online bidding will prevail.

Place: Chennai Date: 03.03.2025

BID INFORMATION SHEET

The brief details of the RfS are as under:

A	**NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB**	1. Selection of Battery Energy Storage System Developers for Setting up of 6 Nos. of Standalone Battery Energy Storage Systems of cumulative capacity of 1000 MWh (500 MW x 2 hrs) with complete two cycle charging/discharging in Tamil Nadu for "on Demand" usage under Tariff-based Competitive Bidding under State Component of VGF support. 2. The Projects will be set up under "BOO" model.
B	**TENDER INVITING AUTHORITY :**	Chief Engineer/NCES/TNGECL, Chennai-2. E-mail :cences@tnebnet.org
C	**RfS NO. & DATE**	TNGECL/CE/NCES/OT.No.2/24-25 dated: 27.02.2025
D	**PARTICIPATION IN THE BID.**	Government of Tamil Nadu Tender Portal https://tntenders.gov.in/nicgep/app
E	**TYPE OF BIDDING SYSTEM**	Open Tender under two part system with E-reverse Auction
F	**TYPE OF RfS/ TENDER**	E-tender
G	**COMPLETION/ CONTRACT PERIOD**	As mentioned in RfS Document
H	**DOCUMENT FEE/ COST OF RfS DOCUMENT (NON-REFUNDABLE)**	Not applicable in the State of Tamilnadu. However, RfS documents downloaded from the website alone are acceptable.
I	**BID PROCESSING FEE**	Rs.15 Lakh + 18% GST for total project capacity quoted by each bidder, shall be paid through NEFT/RTGS transfer in the account of TNGECL and should be paid on or before the due date of opening and proof of payment shall be uploaded along with the bid.
J	**EARNEST MONEY DEPOSIT (EMD)**	Amount: INR 2,00,000/- **(Indian Rupees Two Lakhs only) per MW** to be submitted in the form of Online Transfer

		through TNTENDERS portal or Bank Guarantee (BG), which shall be submitted physically in original at the office of CE/NCES and proof of the same shall be Submitted with online bid
K	**PERFORMANCE BANK GUARANTEE**	Bidders selected by TNGECL, based on this RfS, shall submit Performance Bank Guarantee (PBG) for a value equivalent to 40% of the annual payment due to the developer prior to signing of BESPA with TNPDCL as per terms of RfS.
L	**FLOATING OF TENDER**	03.03.2025 @ 06.00 PM
M	**ONLINE BID-SUBMISSION START**	16.03.2025 @ 04.00 PM
N	**DATE, TIME & VENUE OF PRE-BID MEETING**	10.03.2025 @ 03.00 PM to be held at V Floor, TANTRANSCO Building, 144, Anna Salai, Chennai
O	**BIDDERS MAY SEND PRE-BID QUERIES AT** cences@tnebnet.org from :	04.03.2025
P	**TNGECL WILL UPLOAD REPLY TO PRE-BID QUERIES FROM:**	15.03.2025
Q	**ONLINE BID-SUBMISSION DEADLINE**	02.04.2025 @ 02.00 PM
R	**TECHNO-COMMERCIAL BID OPENING**	03.04.2025 @ 03.00 PM Office of the Chief Engineer/NCES, 10th Floor, Western Wing, NPKRR Maligai, 144, Anna Salai, Chennai-2.
S	**E-REVERSE AUCTION (E-RA)**	Will be informed to eligible bidders. Date and time of e-RA shall be intimated through email/ portal
T	**CONTACT DETAILS OF NIC OFFICIALS**	Mobile No : 8172797544
U	**DETAILS AND ADDRESS OF TENDER INVITING**	Chief Engineer/NCES/TNGECL, 10th Floor, NPKRR Maaligai,

	AUTHORITY	144, Anna Salai, Chennai-02. Email: cences@tnebnet.org Phone: 9444060167
V	**DETAILS OF PERSONS TO BE CONTACTED IN CASE OF ANY ASSISTANCE REQUIRED**	**Superintending Engineer/Solar/NCES,** 10th Floor, NPKRR Maaligai, 144, Anna Salai, Chennai-02. Email: sesolar@tnebnet.org Phone: 9445448815. **Executive Engineer/Solar Projects/NCES,** 10th Floor, NPKRR Maaligai, 144, Anna Salai, Chennai-02. Email: eesolarproj@tnebnet.org Phone: 9445867850.
W	**Bank Account, GST and PAN details of TNGECL**	Name of Bank – Indian Overseas Bank Bank Account No. – 005802000003500 IFSC Code - IOBA0000058 PAN: AAKCT7634G GST No: 33AAKCT7634G1Z6

1. Bids must be submitted strictly in accordance with Section-2 and 3 of the RfS.
2. Bidders are required to quote strictly as per terms and conditions of the RfS documents and not to stipulate any deviations/ exceptions.
3. Any bidder, who meets the Qualifying Requirement and wishes to quote against this RfS, may download the complete RfS document along with its amendment(s) and clarifications if any, from Tamil Nadu Tenders website (https://tntenders.gov.in/nicgep/app) and submit their Bid complete in all respect as per terms & conditions of RfS Document on or before the due date of bid submission.
4. Clarification(s)/ Corrigendum(s), if any, shall also be available on the above referred website.

Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfS document through the website https://tntenders.gov.in/nicgep/app. No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually. Intimation regarding notification on the above shall be updated on https://tntenders.gov.in/nicgep/app and the bid has to be uploaded only through https://tntenders.gov.in/nicgep/app.

Contents

S.No	Section	Description	Page No
1	Section-I	Introduction & Invitation For Bids	7
2	Section-II	Special Conditions Of Contract	14
3	Section-III	Standard Conditions Of Contract	30
4	Section-IV	Qualification Requirments For Bidders	51
5	Section-V	Bid Evaluation And Selection Of Projects	60
6	Section-VI	Definitions Of Terms	65
7	Section-VII	Forms & Formats For Bid Submission (Format 7.1 To Format 7.11)	71
8	Annexure-A	Technical And Regulatory Requirements To Be Followed For Battery Energy Storage Systems	106
9	Annexure-B	Checklist For Financial Closure	111
10	Annexure-C	Instructions For Online Bidding	113
11	Annexure-D	Illustrations	124
12	Annexure-E	Project Location Details	129
13	Annexure-F	Formats For Commissioning Of BESS & Other Details	130

SECTION 1. INTRODUCTION & INVITATION FOR BIDS

1.0 Background & Introduction

1.1 Tamil Nadu Green Energy Corporation Limited (hereinafter called "TNGECL") has been formed under the Companies Act 2013 for restructuring of Tamil Nadu Generation and Distribution Corporation Limited (TANGEDCO) into separate Generation and Distribution Companies. TNGECL has been formed by integrating Renewable Energy Wing of TANGEDCO and merger of Tamil Nadu Energy Development Agency (TEDA) with the new company. Tamil Nadu Green Energy Corporation Limited has been formed based on G.O.(Ms) No.7 dt 24.01.2024 of the Energy Department /Govt. of Tamil Nadu. One of the key functions of the Company is grid integration and Energy Storage i.e., integrate renewable energy into the existing power grid and implement energy storage solutions like batteries to ensure stable and consistent power supply.

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

1.3 The above aspects rightly point out to the next course of direction of India's energy planning methodology-integrating Energy Storage Systems (ESS) with existing and upcoming RE capacity in order to optimize generation mix while also better utilizing the transmission infrastructure in the country. 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.

1.4 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.

1.5 The Ministry of Power while actively promoting ESS, considering the fact that presently as more than 70% of Variable Renewable Energy capacity is connected at INSTS, and as there is a need to support State Utilities in the development of INSTS connected BESAS to encourage the development of BESS in States with high solar penetration, has issued operation guidelines for State Component under the Scheme for Viability Gap funding for development of Battery Energy Storage Systems.

1.6 **In respect of State Component under the scheme for Viability Gap funding for development of BESS, BESS capacity has been allocated to States with more than 3GW installed solar capacity at INSTS level and Tamil Nadu has been allocated with 1000 MWh**.

1.7 As per the above guidelines, State Distribution Licensees, State Transmission Utilities and State Generating Companies or the agencies authorized by them shall be eligible under the above scheme. Hence, on behalf of Tamil Nadu Power Distribution Corporation Limited (TNPDCL) erstwhile TANGEDCO has proposed to participate under the State Component of VGF for development of BESS and has authorized Tamil Nadu Green Energy Corporation Limited (TNGECL) to call for bids under the above scheme.

i) TNGECL shall take the role of Tender process management and Project management with the following functions:

   a. Preparation of bid documents based on the guidelines of MoP/MNRE

   b. Floating of tender

   c. Collection of Bid Processing fees and EMD in the account of TNGECL

   d. Evaluation of Techno-commercial bids, Finalisation of tender by obtaining approval from the competent authority including the approval of Hon'ble TN Electricity Regulatory Commission

   e. Issue of LOA to the successful bidder(s)

f. Supervision of execution of projects i.e., monitoring whether the projects are implemented as per the timelines and standards/guidelines.

g. Co-ordinating with TNPDCL and TANTRANSCO for successful commissioning of the BESS projects.

h. Monitoring of the performance of BESS on weekly/monthly /yearly basis for maintenance of system availability and efficiency parameters.

i. Scrutinising of the invoices received by BESSD for compliance with the above parameters and further recommendation to TNPDCL.

j. Overall coordination between the BESSD and TNPDCL/ SLDC/ TANTRANSCO.

ii) Role of TNPDCL for implementation of BESS under State Component of VGF scheme:

As TNPDCL is the DISCOM of Tamilnadu, it shall take on the role of end procurer for the above BESS scheme. The main functions/role of TNPDCL are as follows:

a. Being the end procurer, TNPDCL shall execute the Battery Energy Storage Purchase Agreement (BESPA) with Battery Energy Storage Project Developer (BESPD) based on the tender finalized by TNGECL.

b. The performance bank guarantee shall be executed by the BESPD in favour of TNPDCL.

c. The directions for charging/discharging shall be issued by TNPDCL in consultation with SLDC.

d. TNPDCL shall devise a mechanism in coordination with SLDC with regard to Deviation Settlement Mechanism (DSM) /Unscheduled Power Interchange (UI) with regard to the above storage service purchase.

e. TNPDCL shall bring to the notice of TNGECL in case of any dispute/operational issues that arises during the course of contract.

f. TNPDCL shall arrange to have a payment security mechanism for making payments to the developer as per the provisions given in this document.

g. Based on the recommendation of TNGECL, the payment for BESPD shall be done by TNPDCL.

1.8 **As per the State Component of VGF for development of BESS, VGF of upto 30% of capital cost for BESS or Rs.27 Lakh per MWh whichever is**

lower, shall be provided by the Central Government under State Component. The VGF shall be a non-recurring expenditure and shall be fully funded from central grant.

1.9 The VGF amount to the eligible projects shall be disbursed in five tranches as detailed below:

Milestone	% VGF disbursed
On financial closure, subject to submission of bank guarantee to TNPDCL for the equivalent amount required for each project and on signing of Right of Use Agreement.	10
On Commercial Operation Date (COD)	45
Completion of 1st year from COD	15
Completion of 2nd year from COD	15
Completion of 3rd year from COD	15
TOTAL	**100**

1.10 TNGECL has received interest from Tamil Nadu Power Distribution Corporation Limited (TNPDCL), to utilize energy storage systems, on an "On-Demand" basis, suited to their requirements during the peak and off-peak hours. In view of the above, TNGECL hereby invites proposals for setting up of 6 Nos. of Grid-connected Projects of Standalone Battery Energy Storage Systems (BESS), for an aggregate storage capacity of 1000 MWh with complete 2 cycle charging/discharging operation of BESS.

1.11 Based on the request received from TNPDCL and based on the in-principle approval of BOARD of TNGECL to invite proposals on behalf of TNPDCL, TNGECL has taken the role of Tender Process Management, Contract Management and Project Management for implementation of 1000 MWh of BESS in the State of Tamilnadu under State Component of VFG scheme. **In view of the above, TNGECL hereby invites proposals for setting up of 6 Nos. of Grid-connected Projects of Standalone Battery Energy Storage Systems (BESS), for an aggregate storage capacity of 1000 MWh (6 projects in various Substations of TANTRANSCO) with complete two cycle charging/discharging under State Component of VFG Scheme.**

1.12 Battery Energy Storage System Developers (hereinafter referred to as BESSDs) selected by TNGECL based on this RfS, shall set up the BESS on Build Own Operate (BOO) basis in accordance with the provisions of this RfS document. TNPDCL shall enter into a Battery Energy Storage Purchase Agreement (BESPA) with the successful bidders selected based on this RfS, for providing Energy Storage facility to TNPDCL as per terms, conditions and provisions of the RfS and

BESPA.

1.13 Energy Storage facility to be procured by TNPDCL from the above ESSs:

100% of the Contracted Capacity shall be off-taken by TNPDCL from the Projects to be set up under this RfS.

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

1.15 Guidelines for Implementation of the RfS

This RfS document has been prepared based on the **Guidelines for "Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services", issued by Ministry of Power vide Gazette Notification dated 10.03.2022 and subsequent amendments and clarifications issued thereto until the bid submission deadline for this RfS** and also as per the operational guidelines for State Component under the Scheme for Viability Gap funding for development of Battery Energy Storage System. TNGECL has issued this RfS in the capacity of "Implementing Agency" as defined in the aforementioned Guidelines.

1.16 Viability Gap Funding (VGF)

Projects selected under this RfS shall be eligible for grant of Central Financial Assistance in the form of Viability Gap funding (VGF), to be released as per the provisions contained in this RfS. The VGF support has been earmarked for a cumulative BESS capacity for Tamilnadu of 1000 MWh, to be awarded through this RfS.

2.0 Invitation for Bids

2.1 A Open Tender under Two Part System competitive Bidding Procedure will be adopted and will proceed as detailed in this document. The respective rights of TNGECL/TNPDCL and the Bidder/BESSD shall be governed by the RfS Documents/Agreements signed between TNPDCL and the BESSD.

2.2 Interested bidders have to necessarily register themselves on the TNTENDERS portal to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact NIC authorities to complete the registration formalities. Contact details of NIC officials are mentioned on the Bid Information Sheet. All required documents and formalities for registering on the TNTENDERS portal are available on the website.

For proper uploading of the bids on the TNTENDERS portal, it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal as well as by contacting NIC officials, as and when required, for which contact details are also mentioned on the Bid Information Sheet. TNGECL in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of the Bidding Documents.

2.3 Bidders should submit their bid proposal complete in all aspects on or before last date and time of Bid Submission as mentioned on https://tntenders.gov.in/nicgep/app and as indicated in the Bid Information Sheet.

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

RfS documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from https://tntenders.gov.in/nicgep/app. It is mandatory to download official copy of the RfS Document from the above portals only, to participate in the Tender. Any amendment(s)/ corrigendum(s)/ clarification(s) with respect to this RfS shall be uploaded on https://tntenders.gov.in/nicgep/app website. The Bidder should regularly check for any Amendment(s)/ Corrigendum(s)/ Clarification(s) on the above-mentioned website.

2.5 TNGECL reserves the right to cancel/ withdraw/ defer this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent

upon such a decision.

2.6 TNGECL shall conduct e-reverse auction (e-RA) as per provisions of RfS documents.

2.7 TNGECL has issued this RfS in the capacity of "Implementing Agency" as defined in the aforementioned Guidelines. TNGECL may develop a suitable monitoring mechanism, to analyze the performance of the Project and carry out random checks to verify compliance of quality standards.

2.8 **Interpretations**

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

2.9 Schedules for Receipt and Opening of Bid:

a)	Uploading of tender specification by TNGECL:	03.03.2025 IST 17.00hrs
b)	Queries to be sent from	04.03.2025
c)	Pre-bid meeting:	10.03.2025 IST 15.00 hrs
d)	Reply to the queries to be uploaded from:	15.03.2025
e)	Last date and time for submission of bids	02.04.2025 IST 14.00hrs
f)	Date and time for opening of Techno-Commercial Bids	03.04.2025 IST 15.00hrs
g)	Date and time for opening of Price Bids	Would be intimated later

SECTION 2. SPECIAL CONDITIONS OF CONTRACT

3.0 Scope of Work

3.1 Under this RfS, the BESSD shall be required to set up a Battery Energy Storage System (BESS), with the primary objective of making the energy storage facility available to the Buying Entity i.e., TNPDCL for charging/discharging of the BESS, on an "on demand" basis. Detailed criteria for performance are elaborated in Clause 8 of the RfS.

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

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

4.0 Total capacity offered and Project sizing

4.1 Selection of BESS Projects for a total capacity of 1000 MWh will be carried out through e-bidding followed by e-Reverse Auction process. The **minimum bid size shall be 50 MW x 2 hours (100 MWh)** and the details of the 6 projects are furnished in Annexure-E. The project size shall be quoted in multiples of 50MWX 2hrs(100MWh)

For typical project size of 50 MW/100 MWh, approximately 7000 sqm of land will be allotted to BESSD.

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

4.3 **Project Configuration:**

The Projects shall be set up in the vicinity of the identified Substations, as per the distribution matrix as follows:

S. No.	Name of Operation Circle	Name of the 400KV /230KV SS	Power Transformer details	BESS to be proposed in MWh
1.	Thirunelveli	400/230/110KV Thennampatty SS	2x315)+ (2x200)MVA	200
2.	Thirunelveli	230/110 KV Anuppankulam SS	2X160 MVA	200
3.	Thirunelveli	400/230/110KV Ottapidaram SS	(2x500)+ (2x200)MVA	200
4.	Trichy	400/230/110 KV Vellalaviduthi SS	(2x315)+ (1x200)MVA	200
5.	Thirunelveli	400/230/110 KV Kayathar SS	2x315)+ (2x200)MVA	100
6.	Madurai	230/110 KV Karaikudi SS	(2x200)+ (1x10)MVA	100

4.4 The Bidder is required to design the Battery Energy Storage System (BESS) under the BESPA, ensuring that the BESS can charge and discharge with a C-rate of 0.5. Additionally the BESS must be capable of being charged or discharged in groups from 50 MW/100 MWh to 100 MW/200 MWh, upto the total rated capacity specified in the Agreement.

Example 1: If a Bidder installs a BESS with a capacity of 250 MW / 500 MWh, and the BESS is configured in groups of 50 MW / 100 MWh, then the system must be capable of charging or discharging each group independently, allowing the system to manage 50 MW / 100 MWh sections at a time.

Example 2: For a BESS with a capacity of 250 MW / 500 MWh, if the BESS is divided into groups of 2 nos. of 100 MW / 200 MWh and 1 no of 50 MW/ 100 MWh, the system should be able to charge or discharge in increments of 50 MW/100 MWh for one group and 100 MW / 200 MWh for other two groups, managing up to such groups independently.

5.0 Maximum Contracted Capacity Allocation for a Bidder

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

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

A maximum of 50 percent of bid capacity shall be allocated to a single bidder in the tender i.e., a maximum of 250MW/500MWh can be allocated to a single bidder.

Land shall be provided through Right-of Use basis by TANTRANSCO to the developer, at an annual lease charge of Rs 1 per project per Year. The L1 bidder as discovered after the e-Reverse auction, shall have the first right followed by other bidders based on ranking, to select a location for its allocated Project, from the multiple locations offered in the RfS.

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

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

5.3 Subject to the exception as per Clause 5.1 above, multiple bids from same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.

6.0 Project Location

6.1 The Project capacity of 500 MW/1000 MWh shall be located in the vicinity of designated Substations of the STU network, as per the information mentioned in Annexure-E, in the State of Tamil Nadu. Land allocation for the Projects will be under the scope of TANTRANSCO owning the identified substation. Land will be provided on right-to use basis to the BESSD at annual lease charge of Rs 1 per project per year through suitable agreement with TANTRANSCO, and the same shall be facilitated by TNGECL. Project land details are enclosed herewith at Annexure-E. The bidders as discovered after the e-Reverse auction, shall have the first right to select a location in the order of their ranking, from the multiple locations offered in the RfS.

6.2 The land area will be given to the BESSD by TANTRANSCO for Right of Use (ROU) within 60 days from the signing of the BESPA as per provisions of RfS.

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

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

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

d) Contact details of concerned officers from TANTRANSCO for the site visit are as follows:

S. No	Substation Name	Contact Details
1.	400/230-110KV Vellalaviduthy SS	EE/Operation/Vellalavidhuthui 94458 53399.
2.	400/230/110KV Thennampatty SS	EE/Operation /Thennampatti - 9445991355
3.	400/230/110KV Ottapidaram SS	EE/Operation/ Ottapidaram 9445854851
4.	230/110 KV Annupankulam SS	EE/Operation /Anuppankulam -9443106553
5.	400/230/110KV Kayathar SS	EE/Operation /Kayathar- 9445396730
6.	230/110 KV Karaikudi SS	EE/Operation/Karaikudi - 9445853280

6.4 After the expiry/termination of the BESPA, the entire land area allocated to the BESSD shall be returned to TANTRANSCO in the same condition as it was allocated. If the BESSD does not vacate the allocated land area and/or does not uninstall the entire Project equipment from the designated land area upon expiry/termination of the BESPA within 90 days, TANTRANSCO/TNPDCL shall charge the applicable market price/circle rate for the respective land parcels, as fixed by the concerned Revenue Authorities of the Government, as part of penalty on the BESSD till they hand over the land in same condition as it was allocated.

7.0 Connectivity with the Grid

7.1 Projects should be designed for interconnection with the State Transmission Network (STU) network in accordance with the prevailing CERC/TNERC regulations Grid Connectivity and Intra-state Open Access Regulations, 2014 and amendments thereto, in this regard. For interconnection with the grid and metering, the BESSD shall abide by all rules and regulations framed under the Electricity Act, 2003 including the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other Regulations/Procedures (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA). Under this RFS, minimum voltage for interconnection at the STU shall be 110kV. BESSD shall also comply with the applicable requirements mentioned in the First Time Charging (FTC) regulations/rules issued by the Central/State Government, as amended from time to time. The term Grid network/substation wherever indicated in the RfS/BESPA/ BESSA shall refer to the "STU network", wherever applicable.

7.2 The project shall be interconnected to the TANTRANSCO sub-stations as per

Annexure–E in Tamilnadu. Necessary applications for grant of connectivity will be required to be made by the BESSD to TANTRANSCO, which shall be facilitated by TNGECL. All the requisite costs associated with obtaining connectivity such as bay cost and other related infrastructure cost shall be borne by the BESSD.

Important Notes :

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

(ii) Tentative coordinates of the Interconnection point shall be provided by TANTRANSCO.

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

All associated equipments and protection system of BESS shall be compatible with the existing Substation system. Provision for communicating both real time data and metering data to SLDC shall be ensured and are under the scope of BESSD.

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

In case two or more bidders are selected for development of project in a single substation, TNGECL may stipulate scheme with common evacuation infrastructure (Pooling of Projects) with main meter at delivery point and project wise meter at output level of each project with the approval/consent of TANTRANSCO. The losses up to delivery point will have to be shared by the developers in the ratio of energy recorded at the project level meters. TANTRANSCO shall stipulate necessary safeguards mandating that no project shall charge their BESS systems while other project(s) sharing common evacuation infrastructure are discharging their BESS systems.

In case of sharing of infrastructure and the failure of one BESSD results into interruption, the interruption shall not be attributed to other BESSD.

The non-availability during the time to restore the interruption shall be accounted only for BESSD responsible for interruption.

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

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

7.6 DSM penalties, if any, shall be levied separately on the BESSD as applicable, at their BESSD ends for the charging and discharging activities as per CERC/ TNERC regulations.

7.7 Reactive power charges shall be on account of the BESSD as applicable, at the BESSD end during charging and discharging, as per CERC/TNERC regulations. It is to be ensured that Harmonics has to be maintained within the prescribed limit as per the Regulations/Procedures (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA). .

7.8 The BESSD shall be required to follow the applicable Procedure for Grant of connectivity as issued by TNERC as well as other Regulations issued by TNERC/CEA 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 TNGECL at the earliest. In case the BESSD fails to obtain the connectivity at a Substation identified by the Bidder, the same shall be immediately notified by the BESSD to TNGECL. At least 30 days prior to the proposed commissioning date, the BESSD shall be required to submit the Connectivity Agreement signed

with the STU/TANTRANSCO to TNGECL.

8.0 Performance Criteria of the Project

8.1 Project performance parameters

(a) The Contracted Capacity of the Project shall be in terms of "MW", which shall also be referred to as the Project Capacity. TNPDCL's obligation shall be for off-take of the Contracted Capacity and energy at delivery point.

(b) For example, for a Project Capacity of 500 MW/1000 MWh, Contracted Capacity shall be 500 MW/1000 MWh under the BESPA. Accordingly, for the Contracted Capacity of 500 MW, the BESPA shall schedule to TNPDCL to discharge upto 1000 MWh of energy from the BESS in each cycle, subject to the following:

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

Illustration: For a Contracted Capacity of 500MW/1000 MWh, assuming an RtE of 85%, during the 3rd Year after COD, TNPDCL shall supply charging power to the tune of (500*2*0.925)/0.85=1088 MWh, to expect a discharge of 925 MWh as per the desired schedule.

ii. Energy scheduled for discharge in a given cycle during a year shall be more than or equal to the Min. Dispatchable Energy Capacity at the End of Year as specified under Article 4.4.2.(c) of BESPA and as per Clause 8.1.e(4)

Illustration: For example, during the end of the 3rd Year after COD, the energy scheduled for discharge from 500 MW capacity shall be more than or equal to 500*0.925*2= 925 MWh

iii. Contracted capacity shall be the project capacity at delivery point. TNPDCL shall provide the charging energy factoring the RtE, as per specified RtE in RfS.

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

(d) Power rating of the project capacity of 1000 MWh (500 MW x 2 hrs) BESS will be 500 MW, i.e., the maximum value of the active Output and Input Power at the Delivery Point. Input power shall be provided by TNPDCL at

delivery point for contract capacity as illustrated in 8.1 (b). The Energy rating of 1000 MWh of the system will be the dispatchable capacity at COD of the system considering degradation of BESS as provided in RfS, as measured at the Metering Point. Terms and definitions of terminologies related to BESS shall be as defined in IEC 62933-2-1.

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

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

   The Monthly Average Availability shall be calculated for each month. On the basis of monthly Availability, Annual Average Availability shall be calculated. However, if for any month the average availability is greater than 95%, it shall be restricted to 95%. The illustration is provided as under:

   ILLUSTRATION:

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

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.e.4 below:

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

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

where,

System Availability in a time-block=

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

Where,

a) i refers to the ith time-block in the Month where Scheduled Injection/Drawl $MU_i \neq 0$.
b) Actual Injection/Drawl MU_i is the Actual Energy for Charging/Discharging in the ith time-block, in MUs.
c) Scheduled Injection/Drawl MU_i is the Energy Scheduled for Charging/Discharging in the ith 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.

3. The BESSD shall guarantee a **minimum AC to AC round trip efficiency (RtE) of 85%** for the system on monthly basis. The BESSD shall be liable for Liquidated Damages to the off-taker, if any, on account of excess conversion losses, based on the following conditions:

a) For RtE < 70%, there shall be a liquidated damage @ APPC tariff of previous financial year of TNPDCL, levied upon the excess conversion losses, considering system RtE = 85% and tariff payment for the corresponding month shall not be made to the BESSD;
b) For 70% ≤ RtE< 85%, there shall be a liquidated damage levied @ APPC tariff of last financial year of TNPDCL, levied upon excess conversion losses considering system RtE = 85%.
c) For RtE > 85%, there shall be incentive @Rs.0.50 per unit of excess discharge of energy considering system RtE = 85%.

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

Where,

j refers to the jth month in a year;

D ≠ 0;

D <= 2 x E_{bess} x (MDn-1 – (MD_n-1 – MD_n) x j/12) x No of days in the jth month))/ RtE_g;

E_{bess} refers to Energy Rating specified in Clause 8.1.b. above;

MD_{n-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);

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

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

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

Note:

- The Scheduled capacity shall be subject to the System Power Rating specified in Clause 8.1.a. and 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 TNPDCL @ the rates specified by Hon'ble TNERC from time to time.

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

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

   For example, during the end of the 3rd Year after COD, the energy scheduled for discharge from 500 MW capacity shall be more than or equal to 500x0.925x2 =925 MWh.

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

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

BESSD will have to comply with the Charging and Discharging Schedule as intimated by SLDC. It is clarified that discharge of BESS shall take place subject to the transmission constraints at the TANTRANSCO 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 as above, the BESSD shall plan the despatch 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 RfS. The BESS shall conform to all the applicable standards of CEA/CEIG and regulations of CERC/TNERC for connectivity, metering, communication with the grid operators, etc.

8.2 **Shortfall in meeting Performance Criteria**

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

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 TNPDCL.

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

where,

A is Guaranteed Annual Availability as per Clause 8.1.e.1. above.

B is Actual Annual System Availability, 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 leviable to the extent the availability of system is affected due to Force Majeure event as specified under the agreement. An illustration to this effect is enclosed at Annexure-D.

9.0 Commissioning of Projects

The Commissioning of the Project shall be carried out by the BESSD in line with the procedure as per the BESPA. TNGECL may authorize any individual or committee or organization to witness and validate the commissioning procedure on site. Commissioning certificates shall be issued by TNGECL after successful commissioning. The BESSD shall obtain necessary safety clearances from the Central Electricity Authority/CEIG 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, on part which is not commissioned, shall be accepted by TNGECL/TNPDCL subject to the condition that minimum part commissioning capacity for the 1st part will be 50% of the project capacity or 50 MW whichever is lower. The total number of installments in which a Project can be commissioned will be not more than 3, i.e., 1st initial installment of 50 MW or 50% of the project capacity as the case may be.

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

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 Project capacity shall be the date as on **18 months** from the Effective Date of BESPA (for e.g., if Effective Date of the BESPA is 05.12.2024, then SCD shall be 05.06.2026).
b. The maximum time period allowed for commissioning of the full Project Capacity with applicable liquidated damages, shall be limited to the date as on 9 months from the SCD or the extended SCD (if applicable).
c. In case of delay in commissioning of the Project beyond the SCD until the date as per Clause 9.2.b. above, as part of liquidated damages, the total PBG amount for the Project shall be encashed on per-day-basis and proportionate

to the balance capacity not commissioned. For example, in case of a Project Capacity of 250 MW capacity, if commissioning of 100 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be calculated as: PBG amount X (100/250) X (18/270). For the purpose of calculations of 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 TNPDCL. The BESSD shall intimate to TNGECL, its chosen alternative out of the two options, within 10 business days of intimation of the liquidated damages to the BESSD, as calculated by TNGECL. In case no response is received from the BESSD until the lapse of the above deadline, TNPDCL shall encash the PBG for the amount as per the liquidated damages. In case the Developer chooses to make necessary payments in lieu of the liquidated damages, the said payment shall be credited to TNPDCL'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 TNPDCL 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 Capacity commissioned, the entire PBG will be encashed by TNPDCL, 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 Capacity on account of Clause 9.2.d & 9.2.e above, will have no bearing on the obligation of the BESSD to provide the 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.

10.0 Delay in Commissioning on Account of Delay in readiness of STU evacuation infrastructure/Start Date of Connectivity

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

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

Clause 7.8 above.

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

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

The above shall be treated as delay 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 Start Date of Connectivity. Decision on requisite extension, on account of the above factor, shall be taken by TNGECL.

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

11.0 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 TNPDCL shall schedule the capacity from such early commissioned Project at the BESPA charges (for the Contracted Capacity), only in case TNPDCL agrees to purchase the capacity at an earlier date, and at the BESPA tariff.

In case TNPDCL 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 TNPDCL, 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 TNPDCL. Such intimation regarding consent to procure BESS capacity from early commissioning shall be provided by TNPDCL 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 sells storage capacity to third party, then TNPDCL shall not be responsible for providing charging power.

If the BESS capacity is not off taken by TNPDCL upon early commissioning, BESSD shall arrange for any augmentation of the Battery capacity to meet the capacity criteria mentioned at the time of SCD (i.e., dispatchable capacity on SCD

date shall be 100% of the contracted capacity) and to maintain the capacity at the end of every year as indicated in Clause 8.1(e).4. of the RfS. Subject to the provisions of the BESPA, in case of early commissioning, if BESSD sells any capacity to a third party, the BESSD will have to again demonstrate 100% of Contracted Capacity (as per the Commissioning Procedure) to TNPDCL from the date of commencement of off-take of capacity by TNPDCL.

12.0 Not Used

SECTION 3. STANDARD CONDITIONS OF CONTRACT

13.0 Obtaining RfS Documents

Interested bidders have to download the official copy of RfS & other documents from Tamil Nadu tender portal https://tntenders.gov.in/nicgep/app only. Uploading of the relevant documents shall be only through https://tntenders.gov.in/nicgep/app portal only and price bid should be submitted through online mode only through the above portal. Physical form of price bid will lead to summary rejection of the bid.

14.0 Bid Processing Fees

Prospective Bidders are required to submit their Project proposals in response to this RfS document along with Bid Processing Fee and Earnest Money Deposit 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 Bid Processing Fee shall be done only through https://tntenders.gov.in/nicgep/app as part of the online bid submission.

Bids submitted without Bid Processing Fee and/or Bank Guarantee/Payment against Earnest Money Deposit (EMD) (including partial submission of any one of the respective amounts), will be summarily rejected by TNGECL.

15.0 Project Scope & Technology Selection

Under this RfS, the BESSD shall set up the Project including the transmission network up to the Interconnection/Delivery Point, at its own cost and in accordance with the provisions of this RfS document. All approvals, permits and clearances required for setting up of the Project and/or 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 RfS provide for deployment of Battery Energy Storage Technology. However, the selection of Projects would be technology agnostic within the above segment.

16.0 Connectivity with the Grid

Please refer Clause 7 of the RfS.

17.0 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 TNGECL prior to commissioning of the Project. 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/applied for 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.

Note: The BESSD should apply for all 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.

18.0 Earnest Money Deposit (EMD)

18.1 **Earnest Money Deposit (EMD**) of INR 2,00,000 / MW (Rupees Two lakhs only/MW) per Project corresponding to the quoted capacity. The Bidders will have an option to provide Bid Security in the form of online transfer through e-procurement portal, or via Electronic Bank Guarantee (e-Bank Guarantee) or via physical Bank Guarantee(in the form provided in Format 7.3A). In case of an e-BG or physical BG, the validity period of the Bank Guarantee shall be 12 months from the last date of bid submission. The validity of the Bank Guarantee may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bank Guarantee towards EMD has 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. The scanned copy of the physical BG towards EMD has to be uploaded along with the bid. Physical copy of the BG in original shall be submitted at CE/NCES office before the due date and time of opening of Techno Commercial Bid. If the physical copy of the BG is not submitted within the time

specified or if the submitted BG is found invalid, or if there is a discrepancy between the physical BG and scan copy of the BG, then the bid shall be deemed invalid.

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

18.3 TNGECL has agreed to accept the EMD in the form of an unconditional and irrevocable Bank Guarantee with the clear position intimated to the Bidder that the EMD Bank Guarantee shall be encashable for being appropriated by TNGECL in terms of the guarantee.

18.4 **Forfeiture of EMD**

The BG/payment towards shall be encashed by TNGECL in following cases:

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

b. In case, TNPDCL offers to execute the BESPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 22 of the RfS or does not execute the BESPA within the stipulated time period;

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

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

e. The Bank Guarantee furnished in lieu of EMD shall be refunded/returned to the unsuccessful bidders after finalisation of the tender.

19.0 Performance Bank Guarantee (PBG)

19.1 Bidders selected by TNGECL based on this RfS shall submit Performance Bank Guarantee (PBG) for a value **equivalent to 40% of the annual payment due to the developer on MW/Project basis with TNPDCL** as the beneficiary, prior to signing of BESPA. It may be noted that successful Bidders shall submit the PBG according to the Format 7.3B with a validity period upto (& including) the date as on 10 months after the Scheduled Commissioning Date of

the Project. Upon receipt and after successful verification of the total PBG in the acceptable format, the BG/payment submitted towards EMD shall be returned by TNGECL to the successful Bidder after finalisation of the tender. It may be noted that BESPA will be signed only upon successful verification of the PBG submitted by the BESSD. Electronic Bank Guarantee (e-BG) is also acceptable against PBG under this RfS.

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

Note: The PBGs are required to be submitted in the name of the entity signing the BESPA. In case of BESPA being eventually signed with the SPV incorporated/utilized by the successful bidder, the PBG may be submitted in the name of the Successful bidder within the above prescribed deadline, if the Bidder chooses to do so, and the same shall be replaced by the PBG issued in the name of the SPV, prior to signing of BESPA, subject to submission of Board Resolution from the Successful Bidder to transfer the project to its SPV and Board Resolution from the SPV accepting the said Project from the Successful Bidder.

19.3 The BESSD shall furnish the PBG from any of the Nationalised/ Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI). In case of the Project being implemented through a SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in Clause 39.4 of the RfS.

19.4 The format of the Bank Guarantees prescribed in the Format 7.3(A) towards EMD and 7.3B towards 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.

19.5 TNPDCL has agreed to accept the PBG in the form of an unconditional and irrevocable Bank Guarantee with the clear position intimated to the Bidder that the PBG shall be encashable for being appropriated by TNPDCL in terms of the guarantee.

19.6 The Selected Bidder for the project selected based on this RfS is required to sign the BESPA with TNPDCL within the timeline as stipulated in Clause 22 of the RfS. In case, TNPDCL offers to execute the BESPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 22 of the

RfS, or does not execute the BESPA within the stipulated time period, then the Bank Guarantee/payment equivalent to the amount of the EMD shall be encashed by TNPDCL from the payment/Bank Guarantee available with TNGECL/TNPDCL (i.e. EMD/ PBG) as liquidated damages not amounting to penalty, the selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect. It is further clarified that the liquidated damages are genuine pre-estimate and Bidder/BESSD agrees that in case of invocation of BG, TNPDCL is under no obligation to produce any estimate of loss in this regard.

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

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

19.9 In case of Bank Guarantees issued by foreign branch of a Scheduled Commercial Bank, the same is to be endorsed by the Indian branch of the same bank or SBI.

19.10 TNGECL shall release the Payment/Bank Guarantees towards EMD of the unsuccessful Bidders after finalisation of the tender. The Bank Guarantees towards EMD of the successful Bidders shall be released subsequent to submission of PBGs by them to TNPDCL. The PBG shall be returned to the BESSD within 9 months from the successful commissioning of the Project, after taking into account any liquidated damages due to delays in commissioning as per Clause 9 and 10 of the RfS.

20.0 Payment Security

20.1 The Payment Security shall be provided in the following form:

i) Revolving LC equivalent to one month of average billing.

ii) Payment Security Funds in the form of deposit in the Escrow Account equivalent to two months billing of the project.

20.2 **Letter of Credit (LC)**:

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

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

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

ii. for each subsequent Contract Year, equal to 100% of the average of the monthly billing of the previous Contract Year.

20.4 Provided that the BESSD shall not draw upon such Letter of Credit prior to the Due Date of the relevant Monthly Bill and/or Supplementary Bill and shall not make more than one drawl in a Month.

20.5 Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Clause 20.3 due to any reason whatsoever, TNPDCL shall restore such shortfall before next drawl.

20.6 TNPDCL shall cause the scheduled bank issuing the Letter of Credit to intimate the BESSD, in writing regarding establishing of such irrevocable Letter of Credit.

20.7 TNPDCL shall ensure that the Letter of Credit shall be renewed not later than its expiry.

20.8 All costs relating to opening, maintenance of the Letter of Credit shall be borne by BESSD.

20.9 If TNPDCL fails to pay undisputed Monthly Bill or Supplementary Bill or a part thereof within and including the Due Date, then, subject to Clause 20.7 & provisions in BESPA, the BESSD may draw upon the Letter of Credit, and accordingly the bank shall pay, an amount equal to such Monthly Bill or Supplementary Bill or part thereof, in accordance with Clause 20.4 above, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:

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

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

In case of wrongful drawl of the Letter of Credit, the BESSD would be liable to further interest equivalent to late payment surcharge considered from the date of drawl of letter of credit.

21.0 Viability Gap Funding

21.1 Viability Gap Funding Mechanism

a. In line with the sanction order, issued by the Ministry of Power dated 09.10.2024, Projects selected under this RfS 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 the TNGECL.

b. Under this RfS, the VGF amount eligible for each Developer shall be limited to the amount calculated @ Rs.27,00,000/MWh (Rupees Twenty Seven Lakhs per MWh) or 30% of the capital cost of the Project Capacity awarded, whichever is lower, and is to be provided by the Central Government to BESSD under State Component. The VGF shall be a non-recurring expenditure and shall be fully funded from Central grant.

   For example, for a Project Capacity of 250 MW/500 MWh, the maximum VGF amount to be sanctioned for the corresponding Project will be Rs. 135 Crores.

   BESS Developer shall submit certificate for the capital cost incurred for the Project awarded capacity, duly certified by the Statutory Auditors, within six months from the COD.

   VGF of upto 30% of capital cost for BESS or Rs.27 Lakh per MWh whichever is lower shall be provided from the Central Government under State component.

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 5 tranches, as follows:

Milestones	**Disbursement of VGF % of total VGF sanctioned**
Financial closure as per the BESPA, subject to submission of Bank guarantee to TNPDCL for equivalent amount required for each project	10

Upon achieving Commercial Operation Date (COD) of the Project	45
Upon completion of 1st year after COD	15
Upon completion of 2nd year after COD	15
Upon completion of 3rd year after COD	15
Total	**100**

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

TNGECL shall disburse the tranche wise VGF to BESSD only after receipt of the same from the Govt. of India and submission of BG by BESSD as per Clause 21.3

21.3 The 1st tranche of VGF will be disbursed only after submission of Bank Guarantee (BG) for 100% of the total VGF amount to TNGECL by the BESSD. This BG is in addition to the Performance Bank Guarantee provided by the developer in this RfS. Upon achieving COD of the Project, the 2nd tranche of VGF shall be released. The BG for VGF sanctioned up to COD will be retained by the TNGECL for a period of 3 (three) years starting from the COD and will be returned after the end of 3 (three) years, taking into account recovery of VGF, if any.

21.4 If the BESSD fails to commission the project in the timeline provided in this RfS, and project gets terminated after disbursement of the quantum of VGF, TNGECL will 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 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 Article 4.6.1(b) of BESPA, recovery of VGF amount shall be made on pro-rata basis corresponding to the capacity being terminated.

21.5 The TNGECL will have the right to recover the VGF disbursed, through encashment of BG, if the BESPA gets terminated on account of reasons solely attributable to the BESSD, the VGF amount to be recovered will be fixed as the amount disbursed plus interest @ SBI-MCLR (1 Year) plus 5 percent, as existing on the date of disbursement, accrued from the date of disbursement on the disbursed amount.

21.6 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.

22.0 Battery Energy Storage Purchase Agreement (BESPA)

22.1 TNPDCL will enter into Battery Energy Storage Purchase Agreement (BESPA) with Bidders selected based on this RfS. A copy of standard BESPA to be executed between TNPDCL and the BESSD is available along with this RfS and documents uploaded in the TNPDCL/TNTENDER websites.

The BESPA signing date shall be within one month from the date of issuance of LoA or within 10 days of approval from TNERC for adoption of tariff, whichever is later. BESPA will be executed between TNPDCL and selected bidder or its SPV separately for each Project after adoption of tariff by TNERC.

22.2 Not Used.

22.3 The BESPA shall be valid for a period of 12 years from the date of full commissioning of the Project. Any extension of the BESPA period beyond the term of the BESPA shall be through mutual agreement between the BESSD and TNPDCL.

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

22.5 Successful Bidders will have to submit the required documents to TNGECL within 20 days from the issue of LoA. In case of delay in submission of documents beyond the period as mentioned above, TNGECL shall not be liable for delay in verification of documents and subsequent delay in signing of BESPA. Effective Date of the BESPA shall be the date of signing of BESPA.

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

23.0 Financial Closure or Project Financing Arrangements

23.1 The Projects shall achieve Financial Closure **within the date as on 6 months**

after the Effective Date of the BESPA.

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

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

23.4 In case of default in achieving above condition as may be applicable within the stipulated time, TNPDCL shall be entitled to encash PBG and shall remove the Project from the list of the selected Projects, unless the delay is on account of factors not owing to any action or inaction on the part of the BESSD or caused due to a Force Majeure as per BESPA. An extension can however be considered, on the sole request of BESSD, on advance payment of extension charges of INR 1,000/- per day per MW. This extension will not have an impact on the obligation of BESSD to achieve commissioning by the SCD of the Project. Subsequent to the completion of deadline for achieving financial closure, TNGECL shall issue notices to the BESSDs who are not meeting the requirements of Financial Closure as per the RfS deadlines. The notice shall provide a period of 30 business days to the respective BESSDs to either furnish the necessary documents or make the above-mentioned payment of Rs. 1,000/MW/day. In case of non-submission of either-the requisite documents or the necessary amount upon expiry of the above-mentioned notice period of 30 days. TNGECL shall advise TNPDCL to encash the PBG of the corresponding BESSDs and terminate the BESPA for the corresponding Project. The amount of Rs. 1,000/MW/day shall be paid by the BESSDs in advance prior to the commencement of the said delay period and shall be calculated based on the period of delay as estimated by the BESSD. In case of the BESSD meeting the requirements of Financial Closure before the last date of such proposed delay period, the remaining amount deposited by the BESSD shall be returned by TNGECL. Interest on account of delay in deposition of the above-mentioned charges or on any subsequent extension sought, shall be levied @ one-year SBI MCLR rate /annum on pro-rata basis. Any extension charges paid so, shall be returned to the BESSD without any interest on achievement of successful commissioning within the SCD, on pro-rata basis, based on the project/contracted capacity commissioned as on SCD.

23.5 The BESSD will have to submit the required documents to TNGECL at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission

of documents mentioned above, TNGECL shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.

24.0 Land Arrangements for the Project

24.1 Land identification and possession shall be in line with Clause 6 of the RfS and TNGECL shall facilitate in grant of land to the BESSD.

24.2 The BESSD shall submit ROU agreement for a period not less than 15 years from the date of signing BESPA, along with signing of BESPA. The ROU shall be terminated, in case of default of the BESSD.

24.3 Not used

24.4 With respect to signing of ROU agreement for the required land to set up BESS by the BESSD, commissioning of the Project will not be allowed until submission of land agreement by the BESSD in terms of the Clauses 6 & 7 of the RfS except when the delay in signing of ROU is on account of TANTRANSCO. However, in case of delays in signing of ROU by the BESSD on account of Government delay (including but not limited to delay in land use pattern change, and/or relaxation under respective State land ceiling Act, and/or land lease permission from State Government/Authorities) or delay caused due to a Force Majeure as per BESPA, SCD shall be suitably extended.

25.0 Commercial Operation Date (COD)

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

The BESSD shall obtain necessary charging and safety clearances from the CEIG/CEA prior to commissioning of the Project. The 12-year tenure of BESPA shall be as per the provisions of BESPA. Any capacity being offered to the grid before COD shall not be at the cost of TNGECL under this scheme and developers will be free to make short-term sale to any organization or individual. TNGECL may agree to buy this capacity as a trader if they find it viable outside this RfS.

Declaration of COD will be governed by applicable Grid Code provisions, and in

case of discrepancy between the procedure given in the RfS and that stipulated in the Grid Code, the provisions of Grid Code will prevail.

26.0 Modifications in Controlling Shareholding

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

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

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

a. Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.
b. Conversion of CCDs, CCPs etc. already issued to existing shareholders.
c. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of BESPA), insolvent, insanity of existing shareholders.
d. Transfer of shares to Investor Education and Protection Fund (IEPF).
e. Issue of Bonus Shares.

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

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

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

upto the COD.

26.6 Any change in the shareholding after COD can be undertaken only with approval of TNGECL/TNPDCL.

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

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

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

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

b. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as **Format 7.2.**

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

c. Bank Guarantee against Earnest Money Deposit (EMD) as per **Format 7.3 A** or proof of online payment towards payment of EMD.

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

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

   ii. Board Resolution from the Bidding Company committing 100% (One Hundred Percent) of the equity requirement for the Project/ Board Resolutions from

each of the Consortium Members together in aggregate committing to 100% (One Hundred Percent) of equity requirement for the Project (in case of Bidding Consortium); and

iii. Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.

e. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 7.5** along with Board resolution from each Member of the Consortium for participating in Consortium.

f. Format for Financial Requirements as per **Format 7.6** along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder.

g. Undertaking regarding no wilful default and no major litigation pending as per **Format 7.7.**

h. A disclosure statement as per **Format 7.8/7.8A** regarding participation of any related companies in the bidding process.

i. Format for Technical Criteria as per **Format 7.9** (to be filled out separately for each Project).

j. Declaration by the Bidding Company/ Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per **Format 7.10** (to be filled out separately for each Project).

k. Not used

l. Attachments:

i. Memorandum of Association, Article of Association needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Standalone Battery Energy Storage System development.

- In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted prior to signing of BESPA, if the bidder is selected as Successful bidder.
- If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development has to be submitted prior to signing of BESPA.

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

iii. A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within 30 days prior to the last date of bid submission. TNGECL reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that RfS conditions have been complied with and the bidder will ensure submission of the same within the required time lines.

iv. Certified copies of annual audited accounts for the last financial year, i.e. FY 2023-24, or provisional audited accounts duly certified by a practicing Chartered Accountant (as applicable), along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable), shall be required to be submitted.

v. Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.

m. Break-up of the Preliminary Estimate of Cost of Project as per **Format 7.11** (separately for each Project).

28.0 Important Notes and Instructions to Bidders

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

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

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

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

28.5 Response submitted by the Bidder shall become the property of TNGECL and TNGECL shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Clause 18 of the RfS.

28.6 All documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/ Addenda, BESPA) submitted online must be digitally signed by the person authorized by the Board as per Format 7.4.

The documents submitted online but not required to be submitted off-line shall be considered as authentic true copies of the originals for all practical and legal purposes and it shall be the responsibility of the bidders to keep the originals with them and produce the same to TNGECL whenever called for during the tenure of the BESPA.

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

28.8 Not Used

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

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

28.11 Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by TNGECL.

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

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

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

28.15 The Tamilnadu Electricity Regulatory Commission shall be the appropriate

Commission to exercise the regulatory and adjudicatory jurisdiction in regard to matters between BESSD and TNGECL as well as TNPDCL. Subject to the above, only Madras High Court, Chennai shall have exclusive jurisdiction in all matters pertaining to this RfS.

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

29.0 Non-Responsive Bid

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

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

(a) Non-submission of the requisite Processing Fee as mentioned in the Bid Information Sheet.
(b) Response to RfS not received by the due date and time of bid submission.
(c) Any indication of tariff in any part of response to the RfS, other than in the financial bid.
(d) Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.
(e) Except for the scenario as per Clause 5.1 above, in case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies have submitted more than one response to this RfS, then all these bids submitted shall be treated as non-responsive and rejected.
(f) Non-submission or partial submission of EMD in acceptable form along with response to RfS.

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

30.0 Method of Submission of Response to RfS by the Bidder

30.1 No documents will be accepted through Offline mode except physical Bank Guarantee.

30.2 **Documents to be Submitted Online**

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

If the Bidder has submitted bid online and fails to submit the Bank Guarantee for requisite amount within the last date of bid submission, then the same shall be treated as incomplete bid, the EMD(s) shall be returned, and the submitted bid will stand cancelled. Bid processing fee is not refundable for bidders under any circumstances.

All documents of the response to RfS submitted online must be digitally signed and uploaded on the TNTENDERS bidding portal**.** Response to RfS shall contain the following:

I. Technical Bid (First Envelope)

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

(a) Formats - 7.1, 7.2 (if applicable), 7.3A, 7.4, 7.5 (if applicable), 7.6, 7.7, 7.8/7.8A, 7.9 and 7.10 as elaborated in Clause 28 of the RfS.
(b) All attachments elaborated in Clause 27 of the RfS, under the sub-clause l: Attachments, with proper file names.
(c) All supporting documents regarding meeting the eligibility criteria.
(d) The bid Processing Fee should be remitted through NEFT/RTGS transfer in the account of TNGECL before the bid submission deadline.
(e) Scanned Copies of requisite amount of Bank Guarantee or proof of payment towards EMD as mentioned in the Bid Information Sheet.
(f) Preliminary Estimate of Cost of the Project as per Format 7.11 of the RfS

II. Financial Bid (Second Envelope)

Only a single capacity charge (INR/MW/MONTH) for all the Projects applied for, shall have to be filled online in the Electronic Form provided at the TNTENDERS portal. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation, else the bid shall be considered as non-responsive.

Important Note:

(a) The Bidders shall not deviate from the naming and the numbering formats of envelops mentioned above, in any manner.
(b) In each of the envelopes (as part of online bid submission), all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.
(c) **Tariff to be quoted in the Financial Bid shall be exclusive of GST (for providing the storage as a service). GST levied on the storage service being provided by the Project, if any, shall be passed through to the TNPDCL**.
(d) 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.
(e) 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.
(f) In the event of any discrepancy between the values entered in figures and in words, the values entered in words only prevails
(g) Tariff should be in Indian Rupees in whole numbers only(no decimal places allowed).

31.0 Notice Board for Display

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

___ MW/MWh STU-Connected Battery Energy Storage System Project

Owned and operated by

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

[Under RfS for Procurement of ……./1000 MWh Battery Energy Storage Systems under Tariff-based Global Competitive Bidding in Tamil Nadu under State Component of VFG scheme by
Tamil Nadu Green Energy Corporation Limited

32.0 Validity of the Response to RfS

The Bidder shall submit the response to RfS which shall remain valid up to 180

(One hundred and Eighty days) from the last date of submission of response to RfS ("Bid Validity"). **TNGECL reserves the right to summarily reject any response to RfS which does not meet the aforementioned validity requirement**.

33.0 Bid Preparation Cost

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

34.0 Clarifications/ Pre-Bid Meeting/ Enquiries/ Amendments

34.1 Clarifications/ Doubts, if any, on RfS document may be emailed and/ or through letter addressed to CE/NCES.

Chief Engineer/NCES, TNGECL,

NPKRR Maaligai, 10th Floor Eastern wing,
144, Anna Salai,
Chennai – 600 002.
Ph: 9444060167.

Email: cences@tnebnet.org

34.2 TNGECL will make effort to respond to the same in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questions and TNGECL's response will be uploaded in TANGEDCO website and TN Tender website. If necessary, amendments, clarifications, elaborations shall be issued by TNGECL which will be notified on TNTENDERS portal. No separate reply/ intimation will be given for the above, elsewhere.

34.3 A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet (Venue to be notified later).

34.4 Enquiries/ Clarifications may be sought by the Bidder by sending e-mail/hard copy of letter to CE/NCES/TNGECL as per the details contained in the Bid Information Sheet.

35.0 Right of TNGECL to Reject a Bid

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

36.0 Post Award Compliances

Timely completion of all the milestones i.e., signing of BESPA, meeting Financial Closure Requirements/Conditions Subsequent (BESPA), Commissioning etc. will be the sole responsibility of BESSD. TNGECL 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 TNGECL for compliance of above-mentioned milestones to be considered for the purpose of facilitation only. Any additional documents required as per the conditions of Guidelines, RfS and BESPA must be timely submitted by the BESSD.

SECTION 4. QUALIFICATION REQUIRMENTS FOR BIDDERS

Shortlisting of Bidders will be based on the following Criteria:

37.0 General Eligibility Criteria

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

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

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

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

37.2 The consortium detailed above should satisfy the conditions for consortium stipulated below :

a. A Consortium shall not have more **than Three members** including the Lead Member.

b. The credentials of the previous consortium shall not be claimed by any member of consortium in his individual capacity to fulfill the BQR condition for the works not done by them.

c. Any member of the consortium shall not participate in the bidding in their individual capacity or as a member of another consortium.

d. The bid and contract agreement between TNPDCL and the consortium shall be signed by all the members of the consortium.

e. One of the member in the consortium shall be nominated as the leader /lead member of the consortium and this authorisation shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the members. A certified copy of the Company Secretary or legal manager to the respective member shall be attached and uploaded as evidence of authentication.

f. The consortium shall furnish an undertaking, jointly executed, for the successful commissioning and performance of the works to be executed along with bid document and in such case consortium members shall be jointly and severally liable to TNGECL/TNPDCL to perform all the contractual obligations. The agreement in such case, should have been executed prior to

the date of bid opening and uploaded along with the bid. The leader and the members shall sign in the agreement.

g. The consortium agreement in original, duly certified by a Notary Public confirming the intent of all the members to form the consortium should be uploaded along with the bid. It should also distinctly show the financial participation of each member of the consortium, scope of work and responsibilities of each member as regard to planning, execution and performance guarantee of the work under the entire scope of contract between TNPDCL and the consortium.

h. The lead member of the consortium shall abide by the general terms and conditions specified by TNGECL and TNPDCL and agreed notes/minutes discussed and signed during subsequent meetings. The bid shall be signed by all the members of the consortium or each member of the consortium shall issue a separate letter authorizing the leader of the consortium to sign the bid on their behalf.

i. The lead member of the consortium shall be the bidder and is the only one who will be authorized to receive instructions for and on behalf of the consortium, primarily responsible for the total execution of the contract including all contractual obligations and receipt of payment due in accordance with the provisions of the contract.

j. All the members of the consortium shall be liable jointly and severally for the execution of the contract in accordance with the terms and conditions of the contract and statement to this effect shall be included in the Consortium agreement as well as in the contract document.

k. There shall be no conditional offer in the consortium agreement with regard to this work.

l. The payment for EMD should be in the name of Sole bidder/ Lead member of Consortium only and bids not confirming shall be summarily rejected.

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

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

laws and provisions related to Foreign Direct Investment in India.

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

37.4 In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 7/10/2021-PPD(1) dated 23.02.2023 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS:

a. Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (as defined in the OM as referred above).
b. "Bidder" in this reference, means any person or firm or company, including any member of a consortium, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.
c. "Bidder from a country which shares a land border with India" for the purpose of this clause, means:
    i. An entity incorporated, established or registered in such a country; or
    ii. A subsidiary of an entity incorporated, established or registered in such a country; or
    iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
    iv. An entity whose beneficial owner is situated in such a country; or
    v. An Indian (or other) agent of such an entity; or
    vi. A natural person who is a citizen of such a country; or
    vii. A consortium where any member of the consortium falls under any of the above.
d. In support of the above, the Bidder shall be required to submit necessary Undertaking, as per Format 7.8/7.8A of the RfS.
e. Other provisions of the referred OM dated 23.02.2023, except Sl. 17 of the OM, will also be applicable for this tender. Any interpretation of the above clauses will be made in line with the referred OM, including subsequent amendments and clarifications thereto.

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

37.6 A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e., a Project Company especially incorporated/acquired as a subsidiary Company of the

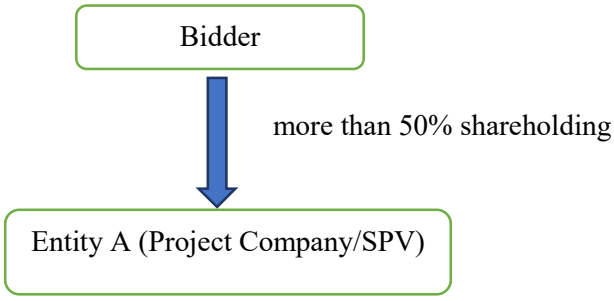
successful bidder for setting up of the Project, with more than 50% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of BESPA.

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

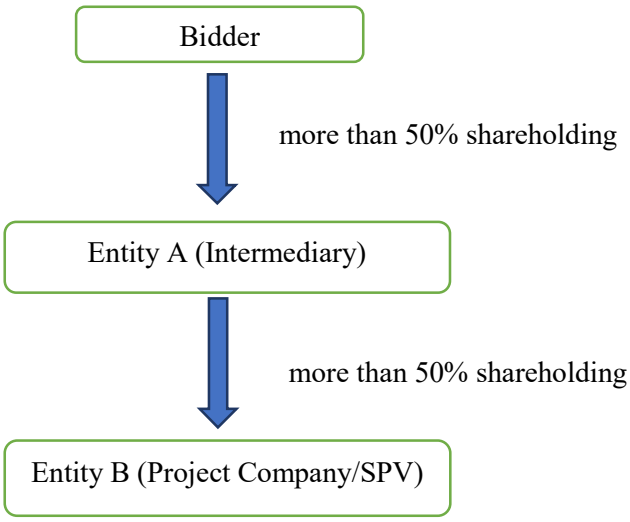
37.8 The Bidder or any of its Affiliates should not be a wilful defaulter to any lender. Further, as on the bid submission deadline, the Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors should not have been barred or included in the blacklist by any 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 per Format 7.7 of the RfS.

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

Scenario 1:



Scenario 2:



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

38.0 Technical Eligibility Criteria

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

38.2 Not used.

38.3 The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of Clause 23 of the RfS. The undertaking shall be submitted as per enclosed Format 7.9 of the RfS.

38.4 The Projects shall also comply with the performance criteria as detailed in Clause 8 of the RfS.

39.0 Financial Eligibility Criteria

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

a. The Net Worth of the Bidder (cumulative net-worth of the Bidder/AIF or consortium members) should be equal to or greater than Rs.40,00,000/MWh of the quoted capacity (in MWh), as on the last date of previous Financial Year, i.e., FY 2023-24, or as on the day at least 7 days prior to the bid submission deadline. For e.g., for a 1000 MWh (500 MW x 2 hrs) Project Capacity, the minimum Net Worth requirement to be demonstrated shall be Rs 40 Lakhs x 1000 MWh. In case of the Bidder being a SEBI registered AIF, the

cumulative value of Assets Under Management (AUM) with minimum requirement of Rs 40 lakhs/MWh shall be demonstrated. In this context, AUM shall mean the amount as certified by the Statutory Auditor of the AIF.

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

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

39.2 **Liquidity**

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

a. A Minimum Average Annual Turnover of **Rs 50,00,000/- (Rupees Fifty Lakhs only) per MW of the** quoted capacity during the previous 3 financial years prior to the bid submission deadline. "Other Income" as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover. For e.g., for a 1000 MWh (500 MW x 2hrs) project capacity, the Minimum Average Annual Turnover requirement to be demonstrated shall be Rs.5000000 x 500 = Rs.250 Crores.

b. Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) excluding other and exceptional income for a minimum amount of **INR 5,38,000/MW (Indian Rupees Five Lakhs Thirty Eight Thousand only/ MW)** of the quoted capacity, as on the last date of previous financial year, 2023-24, or as on the day at least 7 days prior to the bid submission deadline.

39.3 The single bidder/ any of the consortium partners should not have been blacklisted by Central Government, any State Government, a Statutory Body, any Public Sector Undertaking, Banks or Financial Institutions and declared as NPA

by Banks or Financial Institutions as on the date of tender opening.

39.4 Except for AIFs, the Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per Clauses 39.1 and 39.2 above subject to clause no 39.10. In case of the Bidder being a Bidding Consortium, any Member (except an AIF) may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and Performance Bank Guarantees in case the Bidder(s) fail to do so in accordance with the RfS. In case of non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of BESPA.

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

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

In case Final Audited Annual Accounts for the last financial year are not available, then TNGECL shall accept the Provisional Accounts for FY 2023-24, which are duly certified by a practicing Chartered Accountant of India and at least two directors or one director and the company secretary. Provided that an undertaking signed by at least two directors, or one director and the company secretary is submitted by the bidder confirming that Final Audited Annual Accounts for the last financial year are not available as on date of bid submission.

Note: In case of foreign Bidders, in the event the Bidder is unable to furnish the audited annual accounts for the previous financial year as per the prevalent norm

in the respective country, the Bidder shall submit the annual audited accounts of the last financial year for which the audited accounts are available. This, however, would be acceptable, subject to the condition that the last date of response to this RfS falls on or within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country, and the Bidder shall submit the corresponding documentary evidence against the same. In case the annual accounts or provisional accounts as on the day at least 7 days prior to the bid submission deadline, are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.

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

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

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

For example, if two companies A and B form a Consortium with equity participation in 70:30 ratio and submit their bid for a capacity of 1000 MWh (500 MW x 2hrs), then, total Net-Worth to be met by the Consortium is Rs. 40 Lakh x 1000 MWh = Rs. 400 Crores. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs.280 Crores and to be met by Consortium Member B would be Rs.120 Crores.

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

a. The qualification criteria parameters will be met proportionately to the equity contribution of the entity whose credentials are being used to meet the requirement. For example, in case of Net Worth requirement being

Rs.100 Crore and the strength of an Affiliate is used which owns 30% of the total shareholding in the bidder, the said Affiliate should be able to meet upto Rs.30 Crore of the Net Worth.

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

c. The UDIN should be mentioned in the chartered accountant certificate and audited statement of annual accounts to be uploaded as documentary evidence to comply the financial criteria.

THE OFFERS OF BIDDERS NOT SATISFYING THE ABOVE BID QUALIFICATION REQUIREMENTS WILL BE SUMMARILY REJECTED.

SECTION 5. BID EVALUATION AND SELECTION OF PROJECTS

40.0 Bid Evaluation

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

The tender will be evaluated strictly as per the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tender Rules, 2000 and its subsequent amendments till date.

41.0 Techno-Commercial Evaluation of Bidders (Step 1)

41.1 The first envelope (Technical Bid submitted online) of only those bidders will be opened by TNGECL whose required documents as mentioned at Clause 30 of the RfS are received by TNGECL.

For e.g., if the online bid submission deadline is 12:00 hrs on 22.03.2025, the online bid opening will be conducted at 12.00 hrs on 23.03.2025. In case of the above deadline being a holiday, the bids will be opened on the next working day.

41.2 Subject to Clause 30 of the RfS, TNGECL will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, TNGECL may seek clarifications/additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/additional documents sought by TNGECL within 07 (seven) days from the date of such intimation from TNGECL. All correspondence in this regard shall be made through email only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. TNGECL shall not be responsible for rejection of any bid on account of the above.

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

42.0 Financial Bid Evaluation (Step 2)

42.1 In this step, evaluations of Techno-Commercially Qualified Bids shall be done based on the capacity charges, or the "First Round Tariff", quoted by the Bidder

in the electronic form of financial bid. After this step, the shortlisted bidders shall be invited for the Reverse Auction. **The "tariff" in this section, will refer to the capacity charges quoted by the Bidders.**

42.2 Financial Bids (containing First Round Tariff) of only those Bidders shall be opened whose technical bids are found to be qualified as per the RfS.

42.3 The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) quoting a single tariff (capacity charges) in Indian Rupee per MW per month for all the projects applied for. **The tariff to be quoted under this RfS shall be less than Rs.2.50 Lakhs/MW/Month**. **The tariff(s) shall be quoted in Indian Rupee per MW per month in whole numbers only (no decimal places allowed)**. If it is quoted with any decimal places, the digits in the decimal places shall be ignored. (For e.g. if the quoted tariff is INR 3,00,000.34/MW/month, then it shall be considered as INR 3,00,000/MW/month).

42.4 In this step, evaluation will be carried out based on the tariff quoted by the Bidders.

42.5 Not Used.

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

42.7 All Bidders with same tariff shall be eligible for reverse auction round.

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

Bidder	Submitted Financial Bid	Ranking
B1	₹ 2,50,000 (Tariff in ₹/ MW/month)	*L1*
B2	₹ 2,85,000 (Tariff in ₹/ MW/month)	*L2*
B3	₹ 3,05,000 (Tariff in ₹/ MW/month)	*L3*
B4	₹ 3,05,000 (Tariff in ₹/ MW/month)	*L3*
B5	₹ 3,15,000 (Tariff in ₹/ MW/month)	*L4*
B6	₹ 3,16,000 (Tariff in ₹/ MW/month)	*L5*
B7	₹ 3,17,000 (Tariff in ₹/ MW/month)	*L6*
B8	₹ 3,19,000 (Tariff in ₹/ MW/month)	*L7*
B9	₹ 3,20,000(Tariff in ₹/ MW/month)	*L8*

43.0 Reverse Auction (Step 3)

43.1 The reverse auction for the total tendered capacity shall be conducted on the portal https://tntenders.gov.in/nicgep/app, on the day as intimated by TNGECL

to the eligible Bidders.

43.2 Not used.

43.3 After opening of Financial Bids and one day before the scheduled start time of Reverse Auction, a system generated email for invitation for Reverse Auction will be sent to all those bidders who have been shortlisted for Reverse Auction.

43.4 Shortlisted Bidders for Reverse Auction will be able to login into the TNTENDERS bidding portal on the day of reverse auction.

a. During the reverse auction process, the respective tariff of the Bidder shall be displayed on its window.

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

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

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

e. In the Bidder's bidding window, the following information can be viewed by the Bidder:

   i. Its tariff as the initial start price and thereafter last quoted tariff along with the project capacity for which the Bidder is qualified.
   ii. The list of all the Bidders with their following details: Pseudo Identity, last quoted tariff and project capacity.

f. The initial auction period will be of 30 (thirty) minutes with a provision of auto extension by 10 (ten) minutes from the scheduled/ extended closing time. Such auto extension shall be effected if by way of reduction in tariff, a Bidder causes a change at that instant.

   If no such change as described above is effected during the last 10 minutes of auction period or extended auction period, then the reverse auction process will automatically get closed.

44.0 Selection of Successful Bidders

44.1 Subsequent to conclusion of the e-RA process, the bidders will be listed in the

increasing order of the tariffs discovered at the end of e-RA.

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

i. In case the cumulative capacity shortlisted as per the range exceeds Eligible capacity for Intend(S_E), the list of Successful Bidders shall be limited by S_E, (ie. S_E =500MW).

ii. In every possible scenario, the total capacity to be Awarded under the RfS shall be limited to S_E.

44.3 Not used.

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

44.5 Not used.

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

45.0 Issuance of LoAs

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

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

c) In all cases, TNGECL's decision regarding selection of Bidder through Reverse Auction or other- wise based on tariff or annulment of tender process shall be final and binding on all participating bidders.

d) The BESPA signing date shall be within one month from the date of issuance of LoA or within 10 days of approval from TNERC for adoption of tariff, whichever is later, or any other extended date as mutually agreed between TNGECL and the successful bidders. Otherwise, the awarded

capacity shall stand cancelled.

e) Adoption of tariff identified through this tender is subjected to approval of Hon'ble TNERC.

SECTION 6. DEFINITIONS OF TERMS

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

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

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

i. controls, or

ii. is controlled by, or

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

46.3 **"APPROPRIATE COMMISSION"** shall mean Tamil Nadu Electricity regulatory Commission and as defined in the BESPA.

46.4 **"AVAILABILITY"** shall mean as defined in Clause 8 of the RfS.

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

46.6 **"BATTERY ENERGY STORAGE SYSTEM DEVELOPER"** or **"BESSD"** or **"DEVELOPER"** or **"PROJECT DEVELOPER"** shall mean the entity owning/operating the 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 TNGECL (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 TNPDCL.

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

46.8 Not used.

46.9 **"BID"** or **"PROPOSAL"** shall mean the documents submitted by the Bidder

towards meeting the techno-commercial and financial qualifying requirements, along with the price bid submitted by the Bidder as part of its response to the RfS issued by TNGECL.

46.10 **"BIDDER"** shall mean Bidding Company (including a foreign company) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin.

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

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

46.13 **"BID IMPLEMENTING AGENCY" OR "BIA"** shall mean TNGECL, i.e., the Bidding Agency designated for issuing the tender documents and carrying out the process of selection of Successful Bidders under the Guidelines. **"BUYING ENTITY"** shall mean Tamil Nadu Power Distribution Corporation Ltd. (TNPDCL).

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

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

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

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

46.17 **"CONTRACTED CAPACITY"** or the **"PROJECT CAPACITY"** shall mean the capacity in MW/MWh ("X" MW x 2 hrs) contracted with TNPDCL for providing Energy storage facility to the End Procurer/Buying Entity for charging and discharging the system on "on-demand" basis, based on which the BESPA is executed with TNPDCL.

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

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

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

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

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

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

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

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

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

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

46.26 **"GUIDELINES"** shall mean "Guidelines for Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services" issued by Ministry of Power vide Gazette Resolution dated 10.03.2022, including subsequent amendments and clarification thereof, if any, issued until the last date of bid submission of this RfS.

46.27 **"GROUP COMPANY"** of a Company means –

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

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

c) a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;

d) a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;

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

Provided that entities which have Government shareholding, financial institution, scheduled bank, foreign institutional investor, Non-Banking Financial Company, and any mutual fund, pension funds and sovereign funds shall not be deemed to be 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.

46.28 **"INTER-CONNECTION POINT/ DELIVERY/ METERING POINT"** shall mean a single point at the ……..substation of Tamil Nadu Power Distribution Corporation Limited, Tamil Nadu, at the voltage level of ……..kV, where power from the Project(s) is injected into the grid (including the transmission line connecting the Projects with the substation system) as specified in the RfS document. 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/ TNERC Regulations, Grid Code and CEA (Installation and Operation of Meters) Regulations, 2014 or equivalent TNERC Grid Connectivity and Intra-state Open Access Regulations, 2014 as amended and revised from time to time.

46.29 **Not used**.

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

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

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

46.32 **"LETTER OF AWARD"** or **"LoA"** shall mean the letter issued by TNGECL to the selected Bidder for award of the Project.

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

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

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

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

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

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

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

46.40 **"PROJECT"** shall mean the Battery Energy Storage System set up by the BESSD for supply of Power on an "On-Demand" basis, having single point of injection/drawl into/ from the grid at Interconnection/ Delivery/ Metering Point, or in case of sharing of transmission lines, by separate injection at Pooling Point and having separate control systems and metering. The Project shall also comprise auxiliaries and associated facilities, bay(s) for transmission system in the their switchyard, transmission line up to the injection point and all the other assets, buildings/structures, equipment, plant and machinery (pertaining to the BESS), facilities and related assets required for the efficient and economic operation of the power supply facility, whether completed or at any stage of development and construction or intended to be developed and constructed for

the purpose of supply of power to TNPDCL.

46.41 **"PROJECT CAPACITY"** shall mean the maximum AC capacity at the Delivery Point that can be scheduled on which the BESPA shall be signed;

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

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

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

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

46.46 **"RfS"** or **"RfS DOCUMENT"** or **"BIDDING DOCUMENT(S)"** or **"TENDER DOOCUMENTS"** shall mean the "Request for Selection" document issued by TNGECL including standard Battery Energy Storage Purchase Agreement along with subsequent clarifications and amendments thereof, vide RfS No. CE/NCES/OT No...../24-25 dt .....

46.47 **Not used.**

46.48 **"SCHEDULED COMMISSIONING DATE"** or **"SCD"** shall be the date as indicated in Clause 10.2 of the RfS;

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

46.50 **"STATE TRANSMISSION UTILITY"** or **"STU"** shall mean Tamilnadu Transmission Corporation Limited (TANTRANSCO)

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

46.52 **"ULTIMATE PARENT"** shall mean a Company, which owns more than 50% (Fifty Percent) voting rights and paid-up share capital, either directly or indirectly in the Parent and Affiliates;

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

****

SECTION 7. FORMS & FORMATS FOR BID SUBMISSION

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

Format 7.1

COVERING LETTER

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

Ref. No. Date:

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

Tel.#:
Fax#:
E-mail address#

To
The Chief Engineer /NCES,
Tamil Nadu Green Energy Corporation Ltd,
NPKRR Maaligai, No.144, Anna Salai,
Chennai – 600 002.
Mobile No.9444060167
E-mail: cences@tnebnet.org
Website- https://www.tangedco.org

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

Dear Sir/ Madam,

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

We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in Format 7.8 under Disclosure)

OR We confirm that in the response to the aforesaid RfS, we have a Group Company who owns more than 10% but less than 26% in the bidding company as well as other companies who may participate in this RfS, and accordingly, we have submitted requisite undertaking as per Format 7.8A in this regard *[strike out whichever not applicable].*

We also confirm that we, including our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies, directly or indirectly have not submitted response to RfS for more than cumulative capacity of MW/ MWh, including this response to RfS. We are submitting response to RfS for the development of following Project(s) *[strike out one of the projects if not applicable]*: -

Contracted capacity offered	**Project Preference* (Name of the substation)**

**The preferences of the Projects shall be considered only for the last successful bidder.*

1. We give our unconditional acceptance to the RfS, dated.....*[Insert date in dd/mm/yyyy]*, standard BESPA documents attached thereto, issued by TNGECL in token of our acceptance to the RfS and BESPA documents along with the amendments and clarifications issued by TNGECL the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the BESPA is executed as per the provisions of the RfS and provisions of BESPA and shall be binding on us. Further, we confirm that the Project shall be commissioned within the deadline as per Clause 9 of the RfS.

2. Earnest Money Deposit (EMD): (*Please read Clause 18 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. 18 of this RfS. The total capacity of the BESS Project offered by us is.....MW/……. MWh. [Insert

cumulative capacity proposed]. (Strike off whichever is not applicable).

3. We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG for the selected Projects, within due time as mentioned in Clauses 18 & 19 of this RfS on issue of LOA by TNGECL for the selected Projects and/or we are not able to sign BESPA with TNPDCL within the timeline as stipulated in the RfS for the selected Projects, both TNPDCL and TNGECL shall have the right to take action as per provisions of Format-7.3A of the RfS.

4. We have submitted our response to RfS strictly as per Section 7 (Sample Forms and Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

5. Acceptance:

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

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

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

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

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

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

9. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all

clarifications and amendments and subsequent communications from TNGECL.

10. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.

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

12. Contact Person

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

    Name: ……
    Designation: ……..
    Company: ……..
    Address: ……..
    Phone No. : ……..
    Mobile 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 RfS No……..

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

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

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

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

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

For and on behalf of Consortium Member

M/s…….

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

(Name
Designation

Place:

Date:)
Accepted

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

Attested

(Signature of the executants)

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

Place:
Date:

Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section-6, Definition of Terms of the RfS.

Format 7.3A

FORMAT FOR BANK GUARANTEE TOWARDS EARNEST MONEY DEPOSIT (EMD)

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Value Rs. 500/-)

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

In consideration of the [*Insert name of the Bidder*] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for [*Insert title of the RfS*] of the cumulative capacity of

MW/MWh [*Insert cumulative Project capacity proposed*] for offering Battery Energy Storage System on long term basis, in response to the RfS No. _____dated issued by Tamil Nadu Green Energy Corporation Limited (hereinafter referred to as TNGECL) and TNGECL considering such response to the RfS of..[*Insert the name of the Bidder*] as per the terms of the RfS, the [*Insert name & address of bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to TNGECL at [*Insert Name of the Place from the address of TNGECL*] forthwith without demur on demand in writing from TNGECL or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees [In*sert amount not less than that derived on the basis of Rs. 2.0 Lakhs per MW of cumulative capacity proposed*], only, on behalf of M/s [*Insert name of the Bidder*].

This guarantee shall be valid and binding on this Bank up to and including _ [*insert date of validity in accordance with Clause No. 18 of this RfS*] and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to INR……..(Indian Rupees only). Our Guarantee shall remain in force until [*insert date of validity in accordance with Clause No. 18 of this RfS*].

TNGECL shall be entitled to invoke this Guarantee till [*insert date of validity in accordance with Clause No. 18 of this RfS*].

The Guarantor Bank hereby agrees and acknowledges that the TNGECL 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 TNGECL, made in any format, raised at the above-mentioned address of the Guarantor Bank, or at branch located Chennai-02 in order to make the said payment to TNGECL.

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Chennai 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 TNGECL 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 TNGECL 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 and a confirmation in this regard is received by TNGECL.

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. 18 of this RfS*].

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if TNGECL 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 Value Rs. 500/-*)

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

In consideration of the [*Insert name of the Bidder*] (hereinafter referred to as 'selected Battery Energy Storage System Developer') submitting the response to RfS inter alia for ……[*insert title of the* RfS] of the capacity of ……. MWh, at *……[Insert name of the place*], in response to the RfS dated… .....issued by Tamil Nadu Green Energy Corporation Limited (hereinafter referred to as TNGECL) being the implementing agency and Tender Process Manager on behalf of TNPDCL which has been formed consequent to restructuring of TANGEDCO into separate Generation and Distribution company as per G.O(Ms.) No.7 dt.24.01.2024. TAMIL NADU GREEN ENERGY CORPORATION LIMITED (TNGECL) has been formed under the Companies Act 2013 by integrating Renewable Energy wing of TANGEDCO and merger of Tamil Nadu Energy Development Agency (TEDA) with the new company. And as per G.O. Ms No.6 dt.24.01.2024, TAMIL NADU POWER DISTRIBUTION CORPORATION LIMITED (TNPDCL) has been formed and TNPDCL is being the end procurer of power and TNGECL considering such response to the RfS of.....[*Insert name of the Bidder*] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Project of the Battery Energy Storage System Developer (BESSD) and issuing Letter of Award No._____to (*Insert Name of selected* Battery Energy Storage System Developer) as per terms of RfS and the same having been accepted by the selected BESSD resulting in a Battery Energy Storage Purchase Agreement (BESPA) to be entered into, for procurement of capacity [from selected Battery Energy Storage System Developer or a Project Company, M/s {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable].

As per the terms of the RfS, the_____[*Insert name & address of Bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to TNPDCL at [*Insert Name of the Place from the address of the* TNPDCL.] forthwith on demand in writing from TNGECL or TNPDCL or any Officer authorized 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……. TNPDCL shall be entitled to invoke this Guarantee till ……. The Guarantor Bank hereby agrees and acknowledges that TNPDCL 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 TNPDCL, made in any format, raised at the above-mentioned address of the Guarantor Bank, or at branch located Chennai-02 in order to make the said payment to TNPDCL.

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Chennai 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 TNPDCL 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 TNPDCL 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 confirmation in this regard by the issuing Bank is received by TNPDCL.

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to TNGECL and may be assigned, in whole or in part, (whether absolutely or by way of security) by TNPDCL to any entity to whom TNPDCL 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 TNPDCL 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 RfS vide RfS No._for (insert title of the RfS), including signing and submission of all documents and providing information/ response to RfS to Tamil Nadu Green Energy Corporation Limited (TNGECL), representing us in all matters before TNGECL, and generally dealing with TNGECL 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 RfS. [***To be passed by the Lead Member of the Bidding Consortium***]

3. NOT USED

Certified True Copy

(Signature, Name and Stamp of Company Secretary)

Notes:

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

Format 7.5

FORMAT FOR CONSORTIUM AGREEMENT

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

THIS Consortium Agreement ("Agreement") executed on this_Day of Two Thousand between M/s_[*Insert name of Lead Member*] a Company incorporated under the laws of_and having its Registered Office at (hereinafter called the "**Member-1**", which expression shall include its successors, executors and permitted assigns) and M/s a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "**Member-2**", which expression shall include its successors, executors and permitted assigns), M/s a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "**Member-n**", which expression shall include its successors, executors and permitted assigns), [*The Bidding Consortium should list the details of all the Consortium Members*] for the purpose of submitting response to RfS and execution of Battery Energy Storage Purchase Agreement (in case of Award), against RfS No._dated issued by Tamil Nadu Green Energy Corporation Limited (TNGECL) a Company incorporated under the Companies Act, 2013, and having its Registered Office at No.144, NPKRR Maaligai, Anna Salai, Chennai-600 002.

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 TNPDCL desires to purchase Power under RfS for (insert title of the RfS);

WHEREAS, TNGECL had invited response on behalf of TNPDCL to RfS vide its Request for Selection (RfS) dated

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

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

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

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

Member-2, Member-n and to submit the response to the RfS.

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

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

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

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

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

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

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure 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 Chennai alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
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 TNPDCL in terms of the RfS.
12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Battery Energy Storage Purchase Agreement (BESPA) and shall remain valid until the expiration or early termination of the BESPA in terms thereof, unless expressly agreed to the contrary by TNGECL/ TNPDCL.
13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfS.
14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the BESPA except with prior written consent of TNGECL/ TNPDCL.

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

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

For M/s [Member 1]

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

Witnesses:

Address:

1) Signature---------- Name:

Address:

2) Signature ---------- Name:

For M/s.....[Member2]

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

Witnesses:

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

Name:

Address

:

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

Name:

Address

:

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

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

Witnesses:

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

Name:

Address

:

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

Name:

Address

:

_____

Signature and stamp of Notary of the place of execution

Format 7.6

FORMAT FOR FINANCIAL REQUIREMENT

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

Ref. No._____ Date: _____

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

Tel.#:

Fax#:

E-mail address #

To

To,

The Chief Engineer /NCES,
Tamil Nadu Green Energy Corporation Ltd,
NPKRR Maaligai, No.144, Anna Salai,
Chennai – 600 002.
Mobile No.9444060167
E-mail: cences@tnebnet.org
Website- https://www.tangedco.org

Tamil Nadu Green Energy Corporation Ltd

Website-

Sub: Response to RfS No._____dated_____for_____.

Dear Sir/ Madam,

We certify that the Bidding Company/Member in a Bidding Consortium is meeting the financial eligibility requirements as per the provisions of the RfS. Accordingly, the Bidder, with the support of its Affiliates, (strike out if not applicable) is fulfilling the minimum Net Worth/AUM criteria, by demonstrating a Net Worth/AUM of Rs. .....Cr. (……in words) as on the last date of Financial Year 2022-23 or as on the date at least 7 days prior to the bid submission deadline(Strikeout wherever not applicable).

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

Exhibit(i):Applicable in case of Bidding Company

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

Name of Bidding Company	**Name of Affiliate(s) whose networth is to be considered**	**Relationship with Bidding Company***	**Net Worth/AUM *(in Rs. Crore)***
Company1			
Total			

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

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

NetWorth/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 NetWorth/AUM by Member in Bidding Consortium and/ or its Affiliate(s) per following details:

Name of Consortium Member Company	**Name of Affiliate(s) whose net worth/AUM is to be considered**	**Relationship with Bidding Company* (If any)**	**Net Worth/AUM (in Rs. Crore)**	**Equity Commitment (in %age) in Bidding Consortium**	**Committed Net Worth/AUM (in Rs. Crore)**
Company1					

Total					

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

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

Membership No.
Regn. No. of the CA's Firm:

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 incomplete form along with all the Notes to Accounts.

(iii) The UDIN should be mentioned in the chartered accountant certificate and audited statement of annual accounts to be uploaded as documentary evidence to comply the financial criteria.

FORMAT 7.7

UNDERTAKING

(To be submitted on the letter head of the Bidder)

We, hereby provide this undertaking to Tamil Nadu Green Energy Corporation Limited, in respect to our response to RfS vide RfS No._____dated_____,that M/s

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

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

(Name and Signature of the Authorized Signatory)

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,

The Chief Engineer /NCES,

Tamil Nadu Green Energy Corporation Ltd,

NPKRR Maaligai, No.144, Anna Salai,

Chennai – 600 002.

Mobile No.9444060167

E-mail: cences@tnebnet.org

Website: https://www.tnpdcl.org/

Sub: Response to RfS No._____dated_____for_____.

Dear Sir/ Madam,

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

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/BESPA including but not limited to cancellation of our response to this RfS and LOA/BESPA as applicable, we, i.e. M/s_____(enter name of the bidding company/member in a consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by TNGECL for a period of 2 years from the date of default as notified by TNGECL.

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 37.4 of the RfS, and are complying with the requirements as per the referred OM dated 23.07.2020 except Sl.11of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also

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

Dated the_____day of_____,20….

Thanking you, We

remain, Yours

faithfully,

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

Format 7.8A

FORMAT FOR DISCLOSURE

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

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

DISCLOSURE

Ref. No._____ Date: _____

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

Tel.#:

Fax#:

E-mail address#

To

The Chief Engineer /NCES,
Tamil Nadu Green Energy Corporation Ltd,
NPKRR Maaligai, No.144, Anna Salai,
Chennai – 600 002.
Mobile No.9444060167

E-mail: cences@tnebnet.org

Website: https://www.tnpdcl.org

Sub: Response to RfS No.__dated for____.

Dear Sir/Madam,

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

We undertake that M/s_____(enter name of the above common shareholder) is not a party to the decision-making process for submission of response to this RfS by M/s

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

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/BESPA including but not limited to cancellation of our response to this RfS and LOA/BESPA as applicable, we, i.e. M/s_____(enter name of the bidding company/member in a consortium),including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by TNGECL for a period of 2 years from the date of default as notified by TNGECL.

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 37.4 of the RfS, and are complying with the requirements as per the referred OM dated 23.07.2020 except Sl.11 of the OM, including subsequent amendments and clarifications thereto. Accordingly,

we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, TNGECL 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

The Chief Engineer /NCES,
Tamil Nadu Green Energy Corporation Ltd,
NPKRR Maaligai, No.144, Anna Salai,
Chennai – 600 002.
Mobile No.9444060167
E-mail: cences@tnebnet.org
Website: https://www.tnpdcl.org.

Sub: Response to the RfS No…… dated**.....**for the Tender for…… Dear Sir/ Madam,

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

We are hereby submitting the following declaration in this regard:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from

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

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

Dated the_____ day of_____,2025.

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

The Chief Engineer /NCES,
Tamil Nadu Green Energy Corporation Ltd,
NPKRR Maaligai, No.144, Anna Salai,
Chennai – 600 002.
Mobile No.9444060167
E-mail: cences@tnebnet.org
Website: https://www.tnpdcl.org

Sub: Response to RfS No._____dated_____for_____.

Dear Sir/ Madam,

We hereby undertake to certify in line with **Clause 23** under the title "Financial Closure" that the following details shall be furnished within **6 (six) months** from Effective Date of the BESPA.

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

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

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

Dated the_____day of_____, 20….

Thanking you,

We remain,

Yours faithfully,

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

Format 7.10

DECLARATION BY THE BIDDER FOR THE PROPOSED TECHNOLOGY TIE-UP

(*To be Submitted Separately for each Project)*

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

Dated the_____day of_____,20….

Thanking you, We
remain, Yours
faithfully,

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

Note: 1. The minimum bid size shall be 50MW/100MWh

2. The maximum capacity can be allocated to a single bidder is 250MW/500MWh.
3. The bid size, ie proposed contracted capacity shall be quoted in multiples of 50MWX2hrs(100MWh).

Format 7.11

PRELIMINARY ESTIMATE OF COST OF THE PROJECT

Project Capacity ..... MW/… .MWh

Location: …….

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

Dated the_____day of_____,20….

Thanking you,

We remain,

Yours faithfully,

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

Annexure -A

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

1. Codes and Standards

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

Standard/Code (or Equivalent Indian Standards)	**Description**	**Certification Requirements**
IEC62485-2	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
UL1642orUL1973, 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
UL1973 (battery) or (IEC62619(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 (IEC62619 +IEC63056) for the Battery level
IEC62281/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.
IEC61850/ 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	EitherUL9540 or (IEC 62933-5-1 + IEC 62933-5-2) is required for BESS system level
IEC62933-2-1	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 Insulation test
Power Conditioning Unit Standards for BESS		
IEC62477-1	Safety requirements for power electronic converter systems and equipment -Part 1: General	
IEC62477-2	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	
IEC61000-6-2Ed.2	Electromagnetic compatibility (EMC) -Part 6-2: Generic standards - Immunity standard for industrial environments	
IEC61000-6-4Ed.2.1	Electromagnetic compatibility (EMC) -Part 6-4: Generic standards - Emission standard for industrial environments	
IEC62116Ed.2	Utility-interconnected photovoltaic inverters-Test procedure of is landing Prevention measures	
IEC 60068-2-1:2007	Environmental testing-Part2-1: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-Part2-14:Tests-TestN:Changeoftemperature	
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. Labeling 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 run away characterization of the battery storage systems.

6. Authorized Test Centres

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

7. Warranty

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

8. Performance Monitoring

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

a) The BESSD must install necessary equipment to continuously measure BESS operating parameters (including but not limited to voltage, current, ambient conditions etc.) as well as energy input into and energy output from the BESS along

with Metering arrangement in accordance with extant regulations. They will be required to submit this data to TNGECL 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 TNGECL /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 TNGECL / 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 are mote 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 52Hz 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 inter connection 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 over voltage/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) along with description or any specific information about BESS shall also be furnished as and when required by SLDC/RLDC/NLDC.

10. Safe Disposal of unit Batteries from the BESS:

The Developer will comply with the requirements under Hazardous & other Waste (Management and Trans boundary 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.

Annexure-B

CHECKLIST FOR FINANCIAL CLOSURE

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

(RfS No. dated)

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

(6 months from Effective Date of BESPA)

Project Company Name _____

Project ID:-_____

LOA No. -_____. Dtd. -_____

Effective Date of BESPA - _____

Scheduled Commissioning Date: - _____

1.0 Financial Closure-(Clause23 of the RfS, including subsequent amendments & clarifications)

Details	**Presently given in BESPA**
Location	
Technology	
Certificate from all financial institutions	**Incase 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)**. **Incase 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 been closed as **Annexure– IIA.**

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

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

3.0 Technical Parameters of the Project(Clause 38 of the RfS)

3.0.1 Certificate from Project Company that Technical specifications and directives given in

Annexure-A of the RfS will be adhered to (to been closed as **Annexure-IVA**)

3.0.2 Proposed Project configuration as part of DPR of the Project (to been closed 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 TNGECL on monthly basis, i.e., by the 10th day of every month for shareholding status of the Company up to the end of the previous month, till 3 years from the date of commissioning of the project.

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

Annexure-C

Instructions for Online Bidding

Website for online bid submission: **https://tntenders.gov.in/nicgep/app**

Service Provider: **National Informatics Centre**

INSTRUCTION TO BIDDERS FOR SUBMISSION OF ONLINE BIDS E-REVERSE BIDDING IN'E-TENDER'

Bidders are requested to read these instructions and terms & conditions before submitting their online tenders.

INSTRUCTIONS FOR ONLINE BID SUBMISSION:

The Bidders are required to submit soft copies of their Bids electronically on the TAMILNADU GOVERNMENT E-PROCUREMENT Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the TAMILNADU GOVERNMENT E-PROCUREMENT Portal, prepare their Bids in accordance with the requirements and submitting their Bids online on the TAMILNADU GOVERNMENT E PROCUREMENT Portal.

More useful information for submitting online Bids on the TAMILNADU GOVERNMENT E-PROCUREMENT Portal may be obtained at: https://tntenders.gov.in/nicgep/app

A. REGISTRATION:

Bidders are required to enroll on the e-Procurement module of the Tamil Nadu Government E-procurement Portal (URL: **https://tntenders.gov.in/nicgep/app**)

1) By clicking on the link "**Online Bidder Enrolment**" on the TAMILNADU GOVERNMENT E -PROCUREMENT Portal which is free of charge.

2) As part of the enrolment process, the Bidders will be required to choose a unique username and assign a password for their accounts.

3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the TAMILNADU E PROCUREMENT Portal.

4) Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (DSC) (Class II or Class III Certificates with signing key usage)issued by any Certifying Authority recognized by CCA India(e.g.Sify / nCode /e Mudhra, etc.), with their profile.

5) Only one valid DSC should be registered by a Bidder. Please note that the Bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC /e-Token.

B. SEARCHING FOR TENDERDOCUMENTS:

1) There are various search options built-in the TAMILNADU GOVERNMENTE-PROCUREMENT Portal, to facilitate Bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the Bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the TAMILNADU GOVERNMENT E-PROCUREMENT Portal.

2) Once the Bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the TAMILNADU GOVERNMENT E-PROCUREMENT Portal to intimate the Bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.

3) The Bidder should make a note of the unique Tender ID assigned to each tender, incase they want to obtain any clarification/ help from the Helpdesk.

C. PREPARATION OF BIDS:

1) Bidder should take into account any corrigendum published on the tender document before submitting their Bids.

2) Please go through the Bid document carefully to understand documents required to be submitted as part of the Bid. Any deviations from these may lead to rejection of the Bid.

3) Bidder, in advance, should get ready the Bid documents to be submitted as indicated

in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with Black and White option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every Bid, a provision of uploading such standard documents (e.g. PAN card copy, Annual Reports, Auditor Certificates etc.) has been made to the Bidders. Bidders can use "My Space" or "Other Important Documents'' area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a Bid, and need not be uploaded again and again. This will lead to a reduction in the time required for Bid submission process.

D. ELECTRONIC SUBMISSION OF BIDS:

The Bidder shall submit online, the requirements under qualification criteria and techno-commercial documents required and SCHEDULE OF PRICE/BOQ. All the documents are required to be signed digitally by the Bidder. After electronic online Bid submission, the system generates a unique Bid reference number which is time stamped. This shall be treated as acknowledgement of Bid submission.

PROCEDURE FOR SUBMISSION OF BIDS:

1) Bidder should log-in to the site well in advance for Bid submission so that they can upload the Bid in time i.e. on or before the Bid submission time. Bidder will be responsible for any delay due to other issues.

2) The Bidder has to digitally sign and upload the required Bid documents one by one as indicated in the Bid document.

3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare and submit the EMD as per the instructions specified in the Bid document.

5) Bidders are requested to note that they should necessarily submit their price Bids in the format provided and no other format is acceptable. If the price Bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by the Bidder. Bidders are required to download the BOQ file, open it and complete the

white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the Bidder etc). No other cells should be changed. Once the details have been completed, the Bidder should save it and submit it online, without changing the filename. **If the BOQ file is found to be modified by the Bidder, the Bid will be rejected.**

6) The server time (which is displayed on the Bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the Bids by the Bidders, opening of Bids etc. The Bidders should follow this time during Bid submission.

7) All the documents being submitted by the Bidders would be encrypted to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of Bid opening. The confidentiality of the Bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any Bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further, this key is subjected to asymmetric encryption using buyers/Bid openers public keys.

8) The uploaded Bid documents become readable only after the tender opening by the authorized Bid openers

9) Upon the successful and timely submission of Bid (i.e., after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful Bid submission message & a Bid summary will be displayed with the Bid no. and the date & time of submission of the Bid with all other relevant details.

10) The Bid summary has to be printed and kept as an acknowledgement of the submission of the Bid. This acknowledgement may be used as an entry pass for any Bid opening meetings.

11) In all cases, Bidders should use their own ID and Password along with Digital Signature certificate at the time of submission of their Bid.

12) During the entire e-tender process, the Bidders will remain completely anonymous to one another and also to everybody else.

13) The e-tender floor shall remain open from the pre-announced date & time till the specified due date & time.

14) The electronic Bid submitted during the e-tender process shall be legally binding on

the Bidder. Any Bid will be considered as valid only if it is submitted in the prescribed format given in the Bid document.

15) It is mandatory that all the Bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.

16) TANGECL reserves the right to cancel or reject or accept or withdraw or extend the due date for submission of Bid as the case may be without assigning any reason thereof.

17) The server time shall be treated as final and binding. Bids recorded in the server before the Bid closing time will only be treated as valid Bid. Bidders are, therefore, advised to submit their Bids well before the closing time of e-tender. If any Bid reaches the server after the Bid closing time as per server time, the same will not be recorded and no complaint in this regard shall be entertained. The **Tender Inviting Authority (TIA) is** not responsible for any sort of delay or the difficulties faced during the submission of Bids online by the Bidders due to local issues.

18) Bidders are advised to exercise caution in submitting their Bids in e-tender and e-reverse Bidding, as the case may be, to avoid any mistake. Bids once submitted can't be recalled.

19) Any order resulting from this Bidding process shall be governed by the terms and conditions mentioned in the Bid Documents.

20) No deviation to the technical and commercial terms & conditions are acceptable.

21) Bidders are required to sign in each page of the Bid specification.

E. ASSISTANCE TO BIDDERS:

1) Any queries relating to the Bid document and the terms and conditions contained therein should be addressed to the Inviting Authority for the Bid or the relevant contact person indicated in the Bid document.

2) All queries relating to the process of online Bid submission or queries relating to TAMILNADU GOVERNMENT E-PROCUREMENT Portal in general may be directed to the 24x7 TAMILNADU GOVERNMENT E-PROCUREMENT Portal Helpdesk.

System Configurations

The Bidder may note that the following configurations will be required to be undertaken in their Internet Explorer browsers for smooth functioning of the website and the e-Bidding portal.

The system requirements are as follows:

1) Windows 7 or above Operating System
2) IE-7 and above Internet browser.
3) Signing type digital signature
4) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.

To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level (Please run IE settings once)

Tenderers are instructed to furnish the Hard copies of required Documents(if required) as mentioned in the tender specification. The Hard copy furnished shall be the same as available in the NIC portal and the soft copy uploaded in the Portal will alone be considered if any discrepancies arises.

The Bidders shall also note that online submission of the Bid with supporting documents and submission of the hard copies of the documents shall be allowed only up to closing time of online Bid submission. Bidders in their own interest are advised to complete the entire process well in advance to avoid any last minute hiccup / technical problems. No complaints shall be entertained in this regard at any stage.

Stage II : E- Reverse Bidding

Bidder has to quote the price in accordance with the section-5, clause-42.3. Bid prices shall be evaluated on the basis of the lowest quoted total price which shall be the "Opening Price" for Reverse Bidding.

After opening of the Bid, the Bidders who shall become eligible to participate in the Reverse Bidding as per the conditions stated in this Document shall be known as the Qualified Bidders who will be intimated about their qualification through notification on the (https://tntenders.gov.in/nicgep/app) website within their secured login as well as a system

generated email. It shall be the sole responsibility of the Bidder to regularly check the (**https://tntenders.gov.in/nicgep/app**) website and log in to see whether it has qualified or not. TNGECL will not be responsible for non-receipt of email by the Bidder and its consequences.

E-Bidding is the process of inviting binding final price offers from the Qualified Bidders through internet for the purpose of determination of the Successful Bidder (i.e the Bidder who submits the lowest price Bid in the Reverse Bidding. During Reverse Bidding process, Bidder can change its rates quoted in their initial price by a decrement of at least Rs.1000/-per MW per Month (or its multiples) to reduce its price further. Such changes can be made any number of times within the Reverse Bidding period.

The Qualified Bidder will remain anonymous to other Qualified Bidders participating in the electronic Bidding process. The Qualified Bidder will be able to see the prevailing lowest price Bid, but the name of the current L1 Bidder at any point of time will not be displayed. The Qualified Bidder shall have to put its price Bid below the displayed current L1 Bid by a decrement as above to become the L1 Bidder. After completion of the Reverse Bidding Process, the lowest rate quoted i.e. arrived shall be the Closing Price ("**Closing Price**") and the Bidder quoting the same, shall be considered as the L1 Bidder ("**L1 Bidder**").

The electronic Bidding process will have a scheduled start and close time which will be displayed on screen. A Qualified Bidder will be able to put its price Bid after the start of Bid time and till the close time of electronic Bidding. The current server time (IST) will also be displayed on the screen. In the event a Bid is received during the last 10 (ten) minutes before the scheduled close time of electronic Bidding the close time of electronic Bidding will be automatically extended by 10 (ten) minutes from the closing time to give equal opportunity to all other Qualified Bidders. This process of auto extension will continue by a period of 10 (ten) minutes till no price Bids are received in 10 (ten) minutes.

For example, assuming that the initial scheduled close time for a particular electronic Bidding is 1:00 pm and a price Bid is received at 12:55 pm, the scheduled close time shall be revised to 1:10 pm. Again if a price Bid is received at 1:09 pm, the scheduled close time shall be revised to 1:20 pm and so on. In the event that there is no further price Bid is received till 1:20 pm, the electronic Bidding will close at 1:20 pm. The revised close time will be displayed

on screen and the Qualified Bidders should keep refreshing its webpage to get the latest information.

The above example is only illustrative and meant for guidance only.

During the tender process for electronic Bidding the Bidder shall be required to sign their Bids with their respective digital signature certificate (DSC) which has been used to login. Any digital signature certificate other than the above shall not be acceptable for Bid submission by the system.

Bidders in their own interest are advised to get themselves acquainted with the electronic Reverse Bidding process of *(*https://tntenders.gov.in/nicgep/app) by getting their Authorized Representative trained before hand through some demo electronic –Reverse Bidding schedule of which will be declared later in the (https://tntenders.gov.in/nicgep/app) website.

About Digital Signature Certificate

A Bidder shall be required to possess a valid Digital Signature Certificate (DSC) of signing type to be able to submit its Bid and to participate in the electronic Reverse Bidding on *(*https://tntenders.gov.in/nicgep/app)website. For this purpose, Bidders shall be required to authorize its Authorized Signatory to procure a Class-III DSC of signing type from any Certifying Authority or their authorized agencies in India.

The Bidder may note that only one user id will be mapped with a given DSC for the Authorized Representative. DSC once mapped with a particular user id of a Bidder will normally not be changed and therefore Bidders are advised to carefully select the DSC before forwarding the same to NIC for mapping.

The Digital Signature Certificate will be used to digitally sign the Bids that the Bidder will submit online.

It will be the sole responsibility of the Bidder and its respective Authorized Representative to maintain the secrecy of the password for the Digital Signature Certificate. The Bidder and its contact person shall be solely responsible for any misuse of the DSC and no complaint / representation in this regard shall be entertained at any stage by TANGECL.

Terms and Conditions for E-Reverse Bidding

1) After completion of the online E-Reverse Bidding, the "Closing Price (CP)" shall be available for further processing.

2) If no Bid or single Bid is received in the Bidding system/website within the specified time duration of the online E-Reverse Bidding then TNPDCL/TNGECL may scrap the online Reverse Bidding process and may proceed with the lowest Price Bid received through e-tendering for further processing.

3) Only those Bidders whose offers are found to be Technically and Commercially Responsive, shall be eligible to participate in E-Reverse Bidding process.

4) Online Reverse Bidding shall be conducted by TNPDCL/TNGECL on a pre-specified date and time, while the Bidders shall be quoting from their own offices/place of their choice. Internet connectivity shall have to be ensured by Bidders themselves.

5) During the Reverse Bidding, time extension of additional 15 minutes may be given by TNPDCL/TNGECL at its sole discretion, if no Bid is received till that time.

6) To ward-off contingent situation, Bidders are requested to make all the necessary arrangements/alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the Reverse Bidding successfully. Failure of power or loss of connectivity at the premises of Bidders during the Reverse Bidding cannot be the cause for not participating in the Reverse Bidding TANGECL shall not be responsible for such eventualities.

7) Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, tender value being Bid, Bidding rules etc.

8) Upon receipt of the system report after completion of the Online Reverse Bidding Closing Price will be considered for further processing. TNGECL's decision on award of contract shall be final and binding on all the Bidders.

9) TNGECL reserves the right to cancel/reschedule/extend the Reverse Bidding process/tender at any time, before ordering, without assigning any reason.

10) TNGECL shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of TNGECL shall be binding on the Bidders.

11) Other terms and conditions shall be as per TNGECL's Bidding documents and other correspondences, if any, till date.

12) Bidders are required to submit their acceptance to the stipulated terms and conditions before participating in the Reverse Bidding

13) For the Reverse Bidding technically and commercially acceptable Bidders only shall be eligible to participate.

14) Bidders shall ensure online submission of their 'Bid Price' within the Bidding Period.

15) Rules for Reverse Bidding like event date, time, Bid decrement, extension etc. shall be as per the business rules, enumerated above, for compliance.

16) If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other Bidders, action as per extant TANGECL guidelines, shall be initiated by TANGECL.

17) The Bidder shall not divulge either his Bids or any other exclusive details of TANGECL to any other Bidder.

18) Period of validity of Prices received through Reverse Bidding shall be same as that of the period of validity of Bids offered.

19) Bidders may note that, although extension time is 10 minutes, there is a time lag between the actual placing the Bid on the local computer of the Bidder and the refreshing of the data on to the server for the visibility to the TANGECL. Considering the processing time for data exchange and the possible network congestion, Bidders must avoid the last minute hosting of the Price Bid.

20) Participating Bidder will agree to non-disclosure of trade information regarding the purchase, identity of TANGECL, Bid process, Bid technology, Bid documentation and

Bid details.

21) It is brought to the attention of the Bidders that the Bid event will lead to the final price only.

22) Technical and other non-commercial queries (not impacting price) can only be routed to the TNGECL contact personnel indicated in the Bidding documents.

23) Order finalization and post order activities would be transacted directly between Successful Bidder and TNGECL.

24) Order shall be placed outside the e-portal & further processing of the order shall also be outside the system.

25) In case of any problem faced by the Bidder during Reverse Bidding and for all Bidding process related queries, Bidders are advised to contact the persons indicated in the Bid document.

26) TNGECL will not be responsible for any PC configuration/Java related issues, software/hardware related issues, telephone line glitches and breakdown/slow speed in internet connection of PC at Bidder's end.

27) Bidders may note that it may not be possible to extend any help, during Reverse Bidding, over phone or in person in relation to rectification of PC/Internet/Java related issues and Bidder may lose the chance of participation in the Bidding.

28) For access to the Bidding site, the following URL is to be used:(**https://tntenders.gov.in/nicgep/app**).

For user guidance please follow the manual which is there in the website.

29) No queries shall be entertained while Reverse Bidding is in progress.

30) In case user ID is locked, it is requested to call helpdesk at (**https://tntenders.gov.in/nicgep/app**)

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Annexure- D

ILLUSTRATIONS

(Please refer Clause 8 of the RfS)

Illustration

a. **System Availability**

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

date	block	Drawl (from Grid) 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

01-May-22	40	0	0	0	NA
01-May-22	41	0	0	0	NA
01-May-22	42	0	0	0	NA
01-May-22	43	12.5	0	12.5	1
01-May-22	44	245	0	250	0.98
01-May-22	45	240	0	250	0.96
01-May-22	46	240	0	250	0.96
01-May-22	47	235	0	250	0.94
01-May-22	48	240	0	250	0.96
01-May-22	49	250	0	250	1
01-May-22	50	250	0	250	1
01-May-22	51	250	0	250	1
01-May-22	52	0	0	0	NA
01-May-22	53	0	0	0	NA
01-May-22	54	0	0	0	NA
01-May-22	55	0	0	0	NA
01-May-22	56	0	0	0	NA
01-May-22	57	0	0	0	NA
01-May-22	58	0	0	0	NA
01-May-22	59	0	0	0	NA
01-May-22	60	0	0	0	NA
01-May-22	61	0	0	0	NA
01-May-22	62	0	0	0	NA
01-May-22	63	0	0	0	NA
01-May-22	64	0	0	0	NA
01-May-22	65	0	0	0	NA
01-May-22	66	0	0	0	NA
01-May-22	67	0	0	0	NA
01-May-22	68	0	0	0	NA
01-May-22	69	0	0	0	NA
01-May-22	70	0	0	0	NA
01-May-22	71	0	0	0	NA
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 AVAIL ABILITY			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 TNPDCL 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 TNPDCL has not scheduled for charging of BESS & discharge of BESS then TA will be NA for that time block.

If TNPDCL 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 TNPDCL 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 TNPDCL 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 9.2:

Liquidated damages= (A– B) x C x D x n x2

=(0.95-0.87)x250x5x12x2

=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 9.1.d.3.

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

Assuming:

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

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.0.01x41.1xAPPC tariff or e.g.Rs.2)

= Rs.0.822 Millions

= Rs.8.22 lakhs

Annexure-E

PROJECT LOCATION DETAILS

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

Sr. Nos.	NAME OF SUB-STATION	EVACUATION CAPACITY IN MWH	Voltage level in KV	Contact details	AREA SQ. MTR	Name of Operation Circle
1	400/230-110KV Vellalaviduthy SS	200	230	EE/Operation/Vellalavidhuthui (I/c), 400/230-110KV Vellalavidhuthi SS, Pudukottai District. Mobile No. 94458 53399.	58068	Trichy
2	400/230/110KV Thennampatty SS	200	230	EE/Operation /Thennampatti - 9445991355 Ottapidaram Taluk, Tuticorin Distric	17037	Tirunelveli
3	400/230/110KV Ottapidaram SS	200	230	EE/Operation/ Ottapidaram 9445854851 400/230-110KV Ottapidaram SS Ottapidaram Taluk, Tuticorin District	19627	Tirunelveli
4	230/110 KV Annupankulam SS	200	230	EE/Operation /Anuppankulam - 9443106553 230/110KV AnuppankulamSS, Sivakasi, Virudhunagar District-626189	34398	Tirunelveli
5	400/230/110KV Kayathar SS	100	110	EE/Operation /Kayathar-9445396730 400/230-110KV Kayathar SS Ayyanarotthu ., Tuticorin Dt	25200	Tirunelveli
6	230/110 KV Karaikudi SS	100	110	EE/Operation/Karaikudi - 9445853280 Karaikudi 230/110 KV Sub-Station, Sivagangai– 630307.	8093	Madurai

NOTES:

1. Prospective Bidders can contact and visit site during 10AM to 5PM on or before Pre-bid on their own.
2. 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 TNGECL/TANTRANSCO corporate office. TNGECL/TANTRANSCO will not be bound to any clarifications/information/data considered by prospective Bidders for tendering purpose which are not issued by TNGECL/TANTRANSCO corporate office.
3. 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.

Annexure-F

FORMAT FOR COMMISSIONING OF BESS & OTHER DETAILS

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