

	<b>The Energy and Resources Institute</b>	ISSUE NO.	01	DATED	01-09-2023
	<b>Tender</b>	REVISION NO.	00	DATED	01-09-2023
		DOC. NO.	F/Mat/14		

## Request for Proposal

### Design, Supply, Testing, Installation, Commissioning, Operation and Maintenance of 20 MW/ 40 MWh Battery Energy Storage Systems (BESS) in Delhi under Tariff-Based Competitive Bidding

**Ref: TERI/MAT/2023-24/014**

**Tender publishing date: 01 Sep 2023**


**Due Date for Submission of Bids: 22 Sep 2023**

**Vol II: Instructions to Bidders**

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This Request for Proposal is meant to invite applications from interested Bidder(s) capable of delivering the BESS described herein. The content of this RFP has been documented as a set of three volumes explained below:

*Volume I: Scope of Work and Technical Specifications*

Volume I of this RFP contains details regarding the scope of work and technical specifications of the BESS that Buying Utility deems necessary. The information set out in this volume includes the detailed technical specifications of the BESS which is to be installed and operated.

*Volume II: Instructions to Bidders and Evaluation Criteria*

Volume II contains instructions for bidders when responding to this RFP. It also contains the eligibility conditions and the evaluation criteria for selecting of successful bidder.

*Volume III: General Conditions of contract*

Volume III explains the draft contractual terms that Buying Utility wishes to specify at this stage. Prospective bidders must follow the respective terms and conditions in each agreement.

*It is envisioned that the following agreement will be signed with the selected bidder.*

Type of agreement and Scope	Involved parties	Estimated Period of Performance
Battery Energy Storage Service Agreement (BESSA)	Buying Utility and Winning Bidder (BESS Developer (BESSD))	From signing of BESSA until 12 years post Commercial Operation Date (COD) of BESS

**This document is Volume II.**

The document is structured to navigate the Bidder through:


- Schedule of Bidding process:** Details the important dates with the key milestones throughout the Bidder selection process.
- Formats and Annexures
- Eligibility conditions
- Instructions to Bidders:** Highlights the important instructions to follow while preparing the response to the RFP and proposal submission. E.g.: The Language of the Proposal, Currency of the Proposal and so on
- Opening and Evaluation of Bids:** The process that will be followed during evaluation of the Technical and Financial bids

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## Schedule of Bidding Process

S No.	Milestone	Date & Time
1	Release of tender	01.09.2023
2	Last date for submission of written questions by bidders	08.09.2023, 5 p.m.
3	Site visit (if required)	11.09.2023, 10 a.m.
4	Pre-Bid Meeting	12.09.2023, 11 a.m.
5	Response to Queries	15.09.2023
6	Last date for submission of technical bid and financial bid	22.09.2023, 5 p.m.
7	Opening of technical bid responses	29.09.2023
8	Declaration of shortlisted firms on the basis of technical evaluation	06.10.2023
9	Financial bid opening of only technically qualified bidders	11.10.2023 11 a.m.
10	e-Reverse Auction	19.10.2023
11	Finalization of Bidder and issuance of Letter of Award (to be notified via website/ e-mail as necessary) *	25.10.2023

\*Pursuant to signing of Battery Energy Storage Service Agreement (BESSA) between BESSD and Buying Utility, the LoA shall be deemed cancelled.

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## Checklist of Formats and Annexures

S No	Format / Annexure	Particulars
	Annexure 1	Sample Financial Bid
1	Format 1	Covering Letter
2	Format 2	Technical Bid
3	Format 3	Financial Bid
4	Format 4	General Particulars of the Bidder
5	Format 5	Minimum Eligibility Conditions
6	Format 6	Format for EMD
7	Format 7	Performance Bank Guarantee
8	Format 8	Undertaking regarding no wilful default and no major litigation pending
9	Format 9	Format for experience letter
10	Format 10	CA Certificate for Audited Statement
11	Format 11	Details of Consortium, (only where applicable)
12	Format 12	Acceptance Form for Participation in Reverse Auction

## Eligibility conditions

### 1. General Eligibility Criteria

- 1.1 The bidder should be an organization registered/ incorporated under Companies Act. 1956 or under Companies Act. 2013, and further amendment(s).
- 1.2 Consortium up-to two firms/organizations with above eligibility criteria, as members is allowed, with one of the consortium members identified as the Lead Member. Project execution will be the responsibility of lead member which will remain the point of contact for all queries and will be held liable for all the discrepancies in project execution in line with this tender.
- 1.3 The selected bidder has to form a "Special Purpose Vehicle" (SPV), i.e., an Indian Company registered under the Companies Act, 2013 as its subsidiary Company, with 100% shareholding in the SPV, before signing of BESSA. Consortium shortlisted and selected based on this RFP has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of BESSA, keeping the original shareholding of the Bidding Consortium unchanged.
- 1.4 The Bidder or any of its Affiliate including any Consortium Member & any of its Affiliate, and their directors should not be a wilful defaulter to any lender. Further, the Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, and their directors should

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not have been barred or included in the blacklist by any government agency or authority in India. An Auditor Certificate in this regard, certifying the above, is to be submitted by the bidder along with Format 8

Please refer to Format 5 of the RFP in Volume 2 for furnishing information and compliance to the above eligibility requirements.


## 2. Technical Eligibility Criteria

2.1 The Bidder is required to submit the Technical Bid as per the enclosed Formats 2 and 5 of the RFP in Volume 2, along with a technical presentation. The technical presentation shall include but not be limited to:

- Capabilities and credentials of the bidder
- Brief Design Architecture of system and technology characteristics for applications mentioned in the tender document (detailed under Volume 1 of this RFP)
- Introduction to technology and associated equipment such as PCS, Battery cell/modules, Spare parts etc. (with specifications)
- Suitability of the technology characteristics for applications mentioned in the tender document (detailed under Volume 1 of this RFP)
- Technical design of BESS (detailed under Volume 1 of this RFP)
- Performance parameters such as throughput consumed & throughput remaining, C-rate assessment (maximum, minimum and average), degradation curve, down-time assessment, depth of discharge assessment (maximum, minimum and average), auxiliary consumption assessment, round-trip efficiency, PCS efficiency, battery module-wise health parameters, etc.
- Battery Management Software and Battery Operations Optimization Software, SCADA Integration, Energy Management Platform, Energy Optimisation, Demand, and price forecasting, Optimal BESS scheduling capabilities
- Safety Design and Firefighting system
- Technical team experience, Team Composition, Project Completion Schedule, and Management
- Any other information bidder desires to provide at the evaluation stage

2.2 The Projects shall also comply with the performance criteria as detailed in Volume 1 of the RFP, with supporting evidence included with the technical bid.

2.3 The Bidder should have commissioned and/or have under-commissioning grid-connected battery energy storage system(s) of at least 1 MWh in India or globally within last 5 years from the date of Bid opening. Certificate issued by the Employer/ Client within last 5 years from the date of Bid opening certifying the operation without any adverse remark along-with copy of purchase order prior to the date of technical bid opening, shall be provided.

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2.4 Bidder must possess valid Type test report of battery carried out at CPRI/ERDA/accredited International Agency within last 5 Years. In case type test reports are older than five (5) years from the date of bid opening, bidder shall submit the undertaking that there is “No Design Change”. Non submission of type test reports will lead to rejection of the offer. Type test older than ten (10) years shall not be acceptable and bid is liable for rejection. Type Tests reports are required for each rating of all components used in BESS as per the Bidders’ engineering design

2.5 The bidders must have certifications for ISO 9001:2015 quality management system, ISO 14001:2015 Environment management system, ISO 27001:2013 Information Security Management System

### 3. Financial Eligibility Criteria

#### 3.1 Net-Worth

- a. The Net Worth of the Bidder should be equal to or greater than **INR 35,00,00,000 (Rupees Thirty-Five Crores)**, as on the last date of previous Financial Year, i.e., FY 2022-23 or as on the day at least 7 days prior to the bid submission deadline.

In case of the Bidder being a Bidding Consortium, cumulative net worth of consortium members can be considered in proportion to the equity commitment made by each of them in the Project Company.

For example, a consortium formed by two companies A and B with equity participation in 60:40 ratio would require total Net-Worth of Rs. 35 Crores. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs. 21 Crores and to be met by Consortium Member B would be Rs. 14 Crores.

- b. Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013.

3.2 A Company/Consortium would be required to submit annual audited accounts for the last financial year, 2022-23, or as on the day at least 7 days prior to the bid submission deadline, along with net worth from a practicing Chartered Accountant/ Statutory Auditor to demonstrate fulfilment of the criteria.

Please refer to Format 5 for furnishing information and compliance to the above eligibility requirements.

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## Method of Submission of Response to RFP by the Bidder

### 1. The bidder has to submit original of following documents offline:

- Bank Guarantee towards Earnest Money Deposit (EMD) as mentioned in the Bid Information Sheet (as per Format 6). One EMD of **INR 1,50,00,000 (Rupees One Crore Fifty Lakhs)** may be submitted for the capacity of 20 MW/ 40 MWh.
- Pass-phrases for decrypting financial bids.

**No documents will be accepted in person, on or before the date of bid submission.**

- Bank Guarantee against EMD needs to be submitted in both online and offline modes.** The bidders will be required to submit the bank guarantee, either in person or through post, at the office of Bid Manager until the date as on 2 working days after the closing date of bid submission. The 2-day duration will be counted from the date of bid submission. For e.g., if the bid submission deadline is 17:00 hrs on 22.09.2023, the above deadline will expire at 17:00 hrs on 24.09.2023. In case of the above deadline being a holiday, the next working day in Bid Manager's office will be the deadline for submission of Bank Guarantees.

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

The bidding envelope shall contain the following sticker:

RFP for Design, Supply, Testing, Installation, Commissioning, Operation and Maintenance of 20 MW/ 40 MWh Battery Energy Storage System (BESS)	
RFP Reference No.	TERI/MAT/2023-24/014
Submitted by	(Enter Full name and address of the Bidder)
Authorized Signatory	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
Bid Submitted to	Mr. Manoj Kumar Tiwari, Sr. Manager, Accounts and Head – Materials The Energy and Resources Institute Darbari Seth Block, Core 6C, India Habitat Centre Lodhi Road, New Delhi – 110 003 manoj.tiwari@teri.res.in



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### 3. Documents to be Submitted Online

The bidders shall strictly follow the instructions mentioned in respective technical bid and financial bid while filling the form.

**If the Bidder has submitted bid online and fails to submit the Bank Guarantee for requisite amount offline within 4 working days from 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.**

All documents of the response to RFP submitted online must be digitally signed and submitted over email to [manoj.tiwari@teri.res.in](mailto:manoj.tiwari@teri.res.in). Response to RFP 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 – 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, and 12 as elaborated in Volume 2 of the RFP.
- (b) All attachments elaborated below, with proper file names.
  - i) Memorandum of Association (MoA), Article of Association (AoA) 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 AoA of the bidding company, the same has to be amended and submitted prior to signing of BESSA, if the bidder is selected as successful bidder.
    - If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/Standalone Battery Energy Storage System development has to be submitted prior to signing of BESSA
  - ii) Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium.
  - iii) A certificate of shareholding of the bidding company, duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within 30 days prior to the last date of bid submission. Bid Manager reserves the right to seek additional information, as required for evaluation purpose.
  - iv) Certified copies of annual audited accounts for the last financial year, i.e., FY 2022-23, and provisional audited accounts, along with certified copies of Balance Sheet, Profit & Loss Account, Schedules, and Cash Flow Statement supported with bank statements as

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on the date at least 7 days prior to the due date of bid submission (if applicable), shall be required to be submitted.

- (c) All supporting documents regarding meeting the eligibility criteria.
- (d) Scanned Copies of requisite amount of Bank Guarantee towards EMD as mentioned in the Bid Information Sheet (as per Format 6).

## **II. Financial Bid (Second Envelope)**

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

- (a) Covering letter and estimate of cost of the project as per Format 3 of the RFP

**The instructions mentioned above have to be strictly followed without any deviation, else the bid shall be considered as nonresponsive.**

### **Important Note:**

- (a) The Bidders shall not deviate from the naming and the numbering formats of envelopes mentioned above, in any manner.
- (b) In each of the envelopes (as part of online bid submission), all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.
- (c) All the envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.
- (d) In case the Bidder submits the online documents over email within the bid submission deadlines and fails to submit the offline documents in the office of Bid Manager within the bid submission deadlines, the online bid of the Bidder shall not be opened. Similarly, bids submitted offline but without any online submission over email shall not be opened and the EMD shall be returned to the respective bidder.
- (e) **In case of submission of Bank Guarantee against EMD online on or before the bid submission deadline, and non-submission of the hard copy of the Bank Guarantee to Bid Manager within the date as on 4 working days subsequent to bid submission deadline, the respective bidder will be debarred from participating in any of the tenders issued by Bid Manager, for a period of 6 (six) months, starting from the last date of bid submission of this RFP.**

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## Instructions to Bidders

### GENERAL

BSES Rajdhani Power Limited (BRPL), hereinafter referred to as the “Buying Utility” or the “Purchaser” is desirous of setting up the Battery Energy Storage system at their respective licensed area in Delhi. The Energy and Resources Institute (TERI), hereinafter referred to as the “Bid Manager”, seeks to invite bids from prospective bidders through tendering for site survey, planning, design, engineering, and transportation to site, insurance, supply at site, un-loading, handling, installation, integration, testing, commissioning & demonstration, operation, and maintenance of BESS.

SCOPE OF WORK: The scope shall include Design, Supply, Installation, Testing and Commissioning including Operation and Maintenance of Battery energy Storage System conforming to the Technical Specifications enclosed.

### DISCLAIMER

This Document has been prepared in good faith, and on best endeavour basis includes statements, which reflect various assumptions, which may or may not be accurate. Each Bidder/ Bidding Consortium should conduct its own estimation and analysis and should check the accuracy, reliability, and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.

Neither the Buying Utility nor Bid Manager or their employees will have any liability, whatsoever, to any Bidder or any other person under the law or contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage, whatsoever, which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of Buying Utility or its employees, or otherwise arising in any way from the selection process for the Supply.

Though adequate care has been taken while issuing the Bid document, the Bidder should satisfy itself that Documents are complete in all respects. Intimation of any discrepancy shall be given to this office immediately.

This Document and the information contained herein are Strictly Confidential and are for the use of only the person(s) to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient’s professional advisors).

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#### 1. Bidding Documents

The Scope of Work, Bidding Procedures and Contract Terms are described in the Bidding Documents. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect will may result in the rejection of the Bid.

#### 2. Amendment of Bidding Documents

- 2.1 At any time prior to the deadline for submission of Bids, Bid Manager may for any reasons, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by Amendment
- 2.2 The Amendment shall be part of the Bidding Documents, and it will be notified in writing by Fax/e-mail to all the Bidders who have received the Bidding Documents and confirmed their participation to Bid, and will be binding on them
- 2.3 In order to afford prospective Bidders reasonable time in which to take the Amendment into account in preparing their Bids, Bid Manager may, at its discretion, extend the deadline for the submission of Bids.

#### 3. Clarification of RFP Documents and Pre-bid Conference


Bidders requiring any clarification on the RFP document may notify Bid Manager by writing by e-mail at the email address provided in the Notice Inviting Tender. Bid Manager shall respond over email or in writing and post online any request for clarification of the RFP document that it receives until the date mentioned in Schedule of Bidding Process above. Any questions submitted post the clarification submission date shall not be considered. In no event, will Bid Manager be responsible for ensuring that Bidder's inquiries have been received and considered.

Bid Manager may conduct a pre-bid conference to clarify any queries that the bidders might have regarding the RFP as per the date and time mentioned in Applying Schedule. The venue of the pre-bid conference will be updated on the website and intimated to all registered bidders through email.

If a bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, it should immediately notify Bid Manager of such ambiguity/ error/ conflict/ discrepancy/ omission or other deficiency and request modification or clarification of the RFP document, which modification / clarification shall be at the sole discretion of Bid Manager. Bid Manager is not responsible to make any representation to the completeness or accuracy of the responses.

#### 4. Preparation of Bids

Language of the bid

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The Bid prepared by the Bidder, and all correspondence and documents relating to the Bid exchanged by the Bidder and Bid Manager, shall be written in the English Language. Any printed literature furnished by the Bidder may be written in another Language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the Bid, the English translation shall govern.

#### Documents comprising the bid

The Bid prepared and submitted by the Bidder shall comprise the following components:

- Bid Form, Price & other Schedules (STRICTLY AS PER FORMAT) and Technical Data Sheets
- All the Bids must be accompanied with the required EMD.
- Power of Attorney or Authorization letter indicating that the person(s) signing the Bid have the authority to sign the Bid and thus that the Bid is binding upon the Bidder during the full period of its validity

#### 5. Bid Prices

Bidders shall quote the expected capital investment, expected levelized tariff, and expected levelized Operations and Maintenance (O&M) charges as part of their Financial Bid (Format 3). The Financial Bid shall also include project cash flows as per the table in Format 3. The capital investment shall cover all the BESSD's obligations mentioned in the Bidding Documents up to the commissioning of the project. These include Design, Supply, Transportation to site, Installation, and Commissioning, all in accordance with the requirement of Bidding Documents. Any capital expenditure (capex) after COD of the project (e.g., capacity augmentation in later years) shall be mentioned as separate line items.

The expected levelized capacity tariff shall be based on all expenses including capex, O&M, capacity augmentation, return to equity, concessional capital repayment, etc. The levelized tariff and O&M charges shall be quoted in INR/MW/year and remain constant over the entire duration of the project (not affected by battery degradation within the planned limit).

The capital investment, tariff, and O&M charges quoted shall be inclusive of all costs as well as Duties, Taxes and Levies paid or payable during execution of the supply work, breakup of price constituents, should be there. Prices quoted by the Bidder shall be Firm and not subject to any price adjustment during the performance of the Contract. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

#### 6. Bid Currencies

Prices shall be quoted in Indian Rupees (INR) only.

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#### 7. Period of validity of bids

Bids shall remain valid for 120 (One Hundred Twenty) days post bid date. Notwithstanding above, Bid Manager may solicit the Bidder's consent to an extension of the Period of Bid Validity. The request and the responses thereto shall be made in writing by email.

#### 8. Submission of Bids

- 8.1 Bids must be submitted by the bidder on the date, time, and address specified in the tender notice/documents.
- 8.2 The original Bid, together with the required copies, must be received by Bid Manager as per the Schedule of Bidding Process. Any Bid received after the deadline will be declared "Late" and rejected to the Bidder over email.
- 8.3 The Bid Manager may extend the deadline for the submission of Bids by amending the Bidding Documents if required to improve the number and quality of bid responses. All rights and obligations of Bid Manager and Bidders previously subject to the deadline will, thereafter, be subject to the deadline, as extended.

#### 9. One Bid per bidder

Each Bidder shall submit only one bid either by itself, or as a member in a consortium. A Bidder who submits or participates in more than one Bid will cause all those Bids to be rejected.

#### 10. Process to be confidential

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence Bid Manager's processing of Bids or award decisions may result in the rejection of the Bidder's Bid.

#### 11. Clarification of Bids


To assist in the examination, evaluation and comparison of Bids, Bid Manager may, at its discretion, ask the bidder for a clarification of its Bid. All responses to requests for clarification shall be in writing and no change in the price or substance of the Bid shall be sought, offered, or permitted.

#### 12. Contacting Bid Manager

From the time of Bid submission to the time of contract award, if any Bidder wishes to contact Bid Manager on any matter related to the Bid, it should do so in writing.

Any effort by a Bidder to influence Bid Manager and/or Bid Manager's decisions in respect of Bid evaluation, bid comparison, or Contract Award will result in the rejection of the Bidder's Bid.

#### 13. Bid Manager's right to accept any bid and to reject any or all bids

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Bid Manager reserves the right to reject any Bid and to annul the Bidding process and reject all Bids at any time prior to signing of BESSA, without any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for Bid Manager's action.

#### 14. Contract award

Bid Manager will inform to Buying Utility the name of the successful Bidder whose Bid has been determined to be the least-cost bid after reverse auction (RA) as per the evaluation criteria mentioned in the following section.

It is envisioned that the following agreement will be signed with the selected BESS developer (BESSD):

Type of agreement and Scope	Involved parties	Estimated Period of Performance
Battery Energy Storage Service Agreement (BESSA)	Buying Utility and Winning Bidder (BESS Developer (BESSD))	From signing of BESSA until 12 years post Commercial Operation Date (COD) of BESS

#### 15. Performance Bank Guarantee

The successful Bidder shall furnish a Performance Bank Guarantee for an amount of 7.5% (Seven-point five percent) of the capital expenditure of the project cost after issuance of LOA in accordance with the format provided (format 7). The Performance Bank Guarantee would be applicable for **Design, Supply, Testing, Installation & Commissioning, and Operations & Maintenance of BESS** and should be effective from the date of signing of BESSA.

The Performance Bank Guarantee shall be valid from the date of signing of BESSA and shall be valid for a period of 12 years from the Commercial Operation Date (COD) or 8,760 lifecycles (whichever is earlier), plus 12 months towards claim period. Upon submission of the performance bank guarantee, the Earnest Money Deposit (EMD) shall be released.

#### 16. Corrupt or Fraudulent practices

Bid Manager requires that the Bidders observe the highest standard of ethics during the procurement and execution of the Project. In pursuance of this policy, Bid Manager:

- a) Defines, for the purposes of this provision, the terms set forth below as follows:
  - i) "Corrupt practice" means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and



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- ii) "Fraudulent practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of Bid Manager and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive Bid Manager of the benefits of free and open competition.
- b) Will reject a proposal forward if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- c) will declare a firm ineligible, either indefinitely or for a stated period, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

Furthermore, Bidders shall be aware of the provisions stated in the General Conditions of Contract.

#### 17. Lack of Information to Bidder

The Bidder shall be deemed to have carefully examined all RFP documents to its entire satisfaction. Any lack of information shall not in any way relieve the Bidder of its responsibility to fulfil its obligation under the RFP.

#### 18. Acknowledgement of Understanding of Terms

18.1 By submitting a bid, each bidder shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules, and annexure hereto, and has fully informed itself as to all existing conditions and limitations

18.2 By submitting a bid in response to this RFP, the Bidder shall also be deemed to acknowledge that the company agrees with the terms and conditions of the RFP and the procedures for Applying & evaluation

#### 19. Disqualification

Bid Manager may, at its discretion and at any time during the evaluation of Proposal, disqualify any bidder. Grounds for such disqualification include, but are not limited to, the following cases:

- a) The documents are not signed as per the RFP
- b) If it does not comply with the requirements and scope of this RFP
- c) If a bidder does not follow the format requested in this RFP or does not appear to address the particular requirements of the proposed solution
- d) The Bid validity period is shorter than the required period
- e) During validity of the Bid, or its extended period, if any, the Bidder increases its quoted prices
- f) Bid submitted with conditions
- g) Bidis received in incomplete form
- h) Bidis received after due date and time



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- i) The Bidder has quoted for goods, applications, solutions manufactured/ developed by a different firm without required authority letter (or self-declaration where appropriate) from the OEM
- j) Bidis not accompanied by all requisite documents
- k) Bidder has a conflict of interest
- l) Providing incorrect declaration to compliance requirement for minimum functional and technical specifications
- m) Any Bidder submits multiple Bids
- n) If information submitted in Technical Bid is found to be misrepresented, incorrect or false, accidentally, unwittingly, or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any, then the Bid will be considered non-responsive and may lead to its disqualification
- o) The deliverables as given in the Technical Bid should be in consonance with the Financial Bid. Any deviations in the final deliverables between Technical and Financial Bids shall make the Bidder unresponsive and may lead to disqualification of the Bid
- p) Any other reasons as appropriately determined by the Evaluation Committee

In case of disqualification of any Bidder, the Earnest Money Deposit (EMD) shall be returned to the bidder.


## Evaluation criteria and finalization of bid

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

1. This is a two-part bid process. Bidders are to submit the bids (a) Technical Bid (b) Price Bid.

Both these parts should be furnished in separate sealed covers super scribing with specification no., validity etc, with particulars as Part-I "Technical Particulars & Commercial Terms & Conditions" and Part-II "Financial bid" and these sealed envelopes should again be placed in another sealed cover which shall be submitted before the due date & time specified.

2. Bidders are requested to submit the bid in one original plus one copy in duplicate.
  - a) The Part-I (Technical Bid) - Technical Bid should not contain any cost information whatsoever. In case of Bids where the qualification requirements, technical suitability and other requirements are found to be inadequate, Part-II "Financial Bid" will not be opened.
  - b) Part II (Financial bid) - Qualified bidders will be intimated after technical evaluation of all the bids is completed. The date and time of same shall be intimated in due course to the qualified bidders. Notwithstanding anything stated above, Bid Manager reserves the right to

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assess bidder's capability to perform the contract, should the circumstances warrant such assessment in the overall interest of Bid Manager. In this regard the decision of Bid Manager is final.

### 3. Opening of bids and criteria for award

#### Step 1: Technical bid evaluation


- a) First the Technical bids shall be opened and evaluated. The first envelope (Technical Bid submitted online) of only those bidders will be opened by Bid Manager whose required documents as mentioned in the previous section are received by Bid Manager. Bid opening (online) will be done only after the deadline for submission of Bank Guarantee (if applicable).

For e.g., if the bid submission deadline is 17:00 hrs on 22.09.2023, the online bid opening will be conducted on 29.09.2023. In case of the above deadline being a holiday, the bids will be opened on the next working day.

- b) **Each technical bid will be evaluated by an evaluation committee included but not limited to representatives from Bid Manager and Buying Utility. Bid Manager may engage third-party/ parties to provide support for the technical evaluation. Proposals that are evaluated as technically qualified by the evaluation committee will proceed to financial bid evaluation.**
- c) Subject to furnishing of all required documents, each responsive Proposal will be given a technical score as per the criteria mentioned below. Then the price bid of technically and financially qualified bidders shall be opened. The Evaluation Committee intends to award the tender through Cost-Based Selection, with the Technical Score as a qualification criterion. The Bidder with the Proposal that delivers the lowest tariff for BESS while meeting the technical criteria, will be issued the Letter of Award, and invited for BESSA contract discussions after approval of the Appropriate Commission.
- d) The Technical Bids would be evaluated by the Evaluation Committee based on the criteria and sub criteria listed below. When deemed necessary, the evaluation committee may seek clarifications or additional information on relevant aspects from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the bid submitted or price quoted. Bids will be reviewed to assess completeness with the requirements set out in this RFP. Bids that do not fully comply with the minimum requirements will be rejected without further consideration.

**S No.**

**Criteria**

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1	<p>Bidder's experience as a prime developer within 5 years from the date of Bid opening for Supply, installation, Commissioning, operation &amp; maintenance of grid-connected BESS in India or globally along with Purchase order, Commissioning certificate and proof of satisfactory operations from central / State Government Agencies / PSU / Private firms.</p> <p>The Bidder shall mention the:</p> <ul style="list-style-type: none"> <li>• Total Cumulative Installed Capacity of grid interactive BESS in terms of MWh (commissioned and operational for at least six months)</li> <li>• Total Cumulative Installed Capacity of grid interactive BESS in terms of MWh (under commissioning/ commissioned and operational for less than six months)</li> <li>• Largest grid interactive BESS installation in terms of MW and MWh</li> </ul> <p>(This experience would include credentials of all consortium members, if applicable)</p>
2	<p>Bidder's net-worth at the end of previous Financial Year</p> <p>(In case of a consortium, each member would be given weightage in proportion to shareholding)</p>
3	<p>Bidder's total years of operation in Manufacturing, Supply, installation, Commissioning, operation &amp; maintenance of grid-connected BESS</p> <p>(Can be met by either member of the consortium)</p>
4	<p>Bidders will also submit a technical presentation of BESS (offered within the bid). Presentation must include brief about the points detailed under technical eligibility criteria as mentioned above</p>

## Step 2: Financial bid evaluation

For this bid, the bidder is expected to develop the financial bid by assuming concessional finance from the Global Energy Alliance for People and Planet (GEAPP) LLC ("GEAPP") as per the terms given below:

### Terms of Concessional Capital:

- Bidders must assume concessional financing at 1% cost of capital to support the viability of the project. The amount of concessional financing provided would be equal to 70 percent of the capital expenditure proposed by the bidder.
- The bidders are expected to indicate the amount of concessional capital required for the project as part of the Financial Bid (as per Format 3 in Volume 2 of this RFP).
- Bidder shall estimate the BESS tariff considering the concessional capital and the repayment of the entire concessional capital over the project duration at the above cost of capital.
- Repayment of concessional capital would be subject to a two-year moratorium from Commercial Operations Date (SCD). Bidder must schedule equal monthly repayments over the following 10 years of the project duration (year 3 to year 12).

**This RFP does not and will not create or give rise to any legally binding obligations upon GEAPP or any other party to perform any activities or provide any funding. This RFP document does not constitute an offer or a commitment by GEAPP or any other party to provide financing or funds, nor does it create any rights in any third party. No provision of this RFP and no action by GEAPP or**


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**BRPL will establish or be deemed to establish a partnership, joint venture, principal-agent relationship, or employer-employee relationship in any way or for any purpose whatsoever between GEAPP, BRPL or any other party.**

#### **Opening and evaluation of financial bids**

- In this step, Technically Qualified Bids shall be evaluated based on the expected tariffs quoted by the Bidder in the Electronic Form of Financial Bid (as per Format 3).
- The Bidder will have to submit a single bid quoting the capital expenditure for BESS and a single tariff (capacity charges) in Indian Rupee per MW per year. **The financial bid shall be inclusive of all duties and taxes. The capital expenditure and tariff must be quoted in Indian Rupees 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.
- Second Envelope (containing financial bid) of only those bidders shall be opened whose technical bids are found to be qualified as per the RFP.
- In this step, evaluation will be carried out based on the tariffs quoted by the Bidders. The bidder quoting the lowest tariff for providing BESS services to Buying Utility would be declared as L1 after scrutiny.
- In case of tie between bidders, preference would be given to the bidder quoting lower concessional capital (in INR terms).
- After the technical bid evaluation, if it is found that only one or two Bidder(s) is/are eligible for the next stage, opening of the financial bid of the Bidder(s) will be at the discretion of the Evaluation Committee. Thereafter, the Evaluation Committee will take appropriate action as deemed fit.
- Ranking of bidders after Financial Bid Evaluation: Following illustrates an example of ranking of bidders after financial bid opening and evaluation

<b>Bidder</b>	<b>Expected tariff</b>	<b>Capital expenditure (INR cr) (Inclusive of all duties/ taxes)</b>	<b>Ranking</b>
B1	₹ 95 (Tariff in ₹ lakh/ MW/ year)	120	L1
B2	₹ 95 (Tariff in ₹ lakh/ MW/ year)	125	L2
B3	₹ 100 (Tariff in ₹ lakh/ MW/ year)	80	L3
B4	₹ 105 (Tariff in ₹ lakh/ MW/ year)	70	L4
B5	₹ 110 (Tariff in ₹ lakh/ MW/ year)	60	L5
B6	₹ 115 (Tariff in ₹ lakh/ MW/ year)	75	L6


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### Step 3: Reverse auction and selection of Successful Bidders

The e-reverse auction (e-RA) for the total tendered capacity shall be conducted on the portal <https://www.bharat-electronictender.com>, on the day as intimated by Bid Manager to the eligible bidders. Rules of the auction process are brought out as below and are also contained in Format-12 of the RFP. As part of submission of their response to RFP, the Bidders shall submit the scanned copy of Format-12 of the RFP duly signed and stamped by the Authorized signatory, as an acceptance of the provisions contained therein,

The basic reverse auction process is mentioned below.

1. Opening of financial bid prior to the reverse auction:
  - a. Initial financial quotes submitted by the vendor shall be opened prior to the start of e-RA process
  - b. Bid Manager shall decide the start price for the e-RA by using the L1 quote from the initial financial quotations.
  - c. On conclusion of the e-RA, the L1 bidder in the e-RA would be considered for award of the order.
2. At least one week prior to e-RA, an advance intimation regarding the date and time of the e-RA will be sent by e-mail to all the bidders who are technically and financially qualified. However, from this advance intimation it shall not be construed by the bidders that they have been shortlisted for e-RA.
3. Shortlisted bidders for e-RA will be able to login into the <https://www.bharat-electronictender.com> portal of reverse auction 15 minutes before the start time of e-RA Bidding Event.
4. During the 15 minutes prior to start of e-RA process, the respective tariff of the eligible bidders shall be displayed on its window.
5. Reverse auction shall be held on quoted tariff of BESS.
6. Logical tariff strategy should be adopted to maximize benefits from the e-RA.
7. The discount received after the RA and final negotiation, w.r.t the initial financial bid shall be applied on all line items on a pro-rata basis.
8. The bid decrement value shall be equal to or above 0.25% of the Start Price (Rank-1 Bid Price of Financial Bid). This would ensure that the auction does not stretch for too long.
9. Bidders can only quote any value lower than the Current Rank-1 bid taking into consideration the minimum decrement value mentioned in the previous clause. However, at any stage, increase in tariff will not be permissible.
10. In the bidder's bidding window, the following information can be viewed by the bidder:
  - a. The initial start price of the e-reverse auction
  - b. Last quoted tariff of the Bidder.
  - c. The Current Rank-1 Bid
  - d. The bidder will also be able to know whether he is Rank-1 bidder or not
11. Auction duration may be set for 30 (Thirty) minutes. If a new L1 is placed in the last 8 minutes of closing, then the auction duration shall be extended by another 8 minutes.

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12. Number of vendors participating, and name of vendors shall be masked during the e-RA process.
13. The e-RA shall be repeated only when an e-RA fails due to system issues attributable to Bid Manager and <https://www.bharat-electronictender.com>.
14. If final quoted Tariff is significantly higher than the justified cost, it is recommended that firstly, Bid Manager should analyse the budgeted/justified price, and secondly, the L1 vendor should be asked to give justification of his costing (including breakup).
15. Failure of e-RA  
The reverse auction may be deemed as failure if no bidder accepts the start Tariff or participates in the e-RA. The financial quotes initially received, shall be considered for processing. L1 among this list shall be considered as final L1.

**Conclusion of the e-RA process, the Bidder with the bid that achieves the lowest tariff, will be issued the Letter of Award. Post approval by Appropriate Commission, BESSD shall be invited for BESSA contract discussions.**

#### **Step 4: Issuance of LoAs**

- a) At the end of the selection process, a Letter of Award (LoA) will be issued to the successful Bidder by the Buying Utility. In case of a Consortium being selected as the successful Bidder, the LoA shall be issued to the Lead Member of the Consortium.
- b) In all cases, Bid Manager's decision regarding selection of Bidder or annulment of tender process shall be final and binding on all participating bidders.
- c) After the issuance of LoA, Buying Utility will approach the Appropriate Commission for final approval of the tariff of the winning bidder. Thereafter, Battery Energy Storage Service Agreement (BESSA) will be signed between Buying Utility and the winning.
- d) In case of delay in signing of BESSA beyond 1 month from the date of tariff approval by Appropriate Commission, Buying Utility reserves the right to award other bidders in the tender, provided it is required for progress of project and provided they agree to come to the lowest rate.

#### **Market Integrity:**

We have a fair and competitive marketplace. The rules for bidders are outlined in the Terms & Conditions. Bidders must agree to these rules prior to participating. In addition to other remedies available, we reserve the right to exclude a bidder from participating in future markets due to the bidder's violation of any of the rules or obligations contained in the Terms & Condition. Bidders who violate the marketplace rules or engage in behaviour that disrupts the fair execution of the marketplace restricts a bidder to length of time, depending upon the seriousness of the violation. Examples of violations include, but are not limited to:

- Failure to honour prices submitted to the marketplace.
- Breach of the terms of the published in Request for Proposal.

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### Supplier Confidentiality

All information contained in this RFP is confidential and may not be disclosed, published, or advertised in any manner without written authorization from Bid Manager. This includes all bidding information submitted. All RFP documents remain the property of Bid Manager and all suppliers are required to return these documents to Bid Manager upon request. Suppliers who do not honour these confidentiality provisions will be excluded from participating in future bidding events.

Mandatory to read all the terms and conditions before signing the tender



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## Annexure 1: Sample financial bid for the project

### Financial Bid Format

S. No.	Description	Details	Unit	Value
1	Capital expenditure (1)	Includes all expenses related to installation such as cost of batteries, auxiliary equipment, setup costs, etc. Any capex for augmentation, if required during the project tenure, is to be mentioned as a separate line item	INR	100,00,00,000
2	Equity investment by BESS developer/investor (2)	BESS developer shall invest 30% of the capex as equity in the project.	INR	30,00,00,000
3	Concessional capital (3 = 1-2)	Concessional capital required	INR	70,00,00,000
4	Expected tariff	Expected levelized tariff which will be submitted to the Appropriate Commission	INR/MW/year	80,00,000
5	Expected Operations & Maintenance (O&M) charge	Expected levelized O&M charges incurred for the BESS, recovered through tariff as specified in S. No. 4 of this table	INR/MW/year	10,00,000

### Expected year-on-year project cash flows for the BESSD

Year	Capital investment, if any (INR)	BESSA Tariff (INR)	Operations & Maintenance (INR)	Repayment of concessional debt (INR)	Other expenses (INR) (e.g., Taxes, working capital costs)	Return to equity (INR)
0	100,00,00,000	-	-	-	-	-
1	-	16,00,00,000	1,20,00,000		50,00,000	14,30,00,000
2	-	16,00,00,000	1,20,00,000		50,00,000	14,30,00,000
3	-	16,00,00,000	1,20,00,000	7,50,66,570	50,00,000	6,79,33,430
4	-	16,00,00,000	1,20,00,000	7,50,66,570	50,00,000	6,79,33,430
5	-	16,00,00,000	1,20,00,000	7,50,66,570	50,00,000	6,79,33,430
6	-	16,00,00,000	1,20,00,000	7,50,66,570	50,00,000	6,79,33,430
7	-	16,00,00,000	1,20,00,000	7,50,66,570	50,00,000	6,79,33,430
8	-	16,00,00,000	1,20,00,000	7,50,66,570	50,00,000	6,79,33,430
9	-	16,00,00,000	1,20,00,000	7,50,66,570	50,00,000	6,79,33,430
10	-	16,00,00,000	1,20,00,000	7,50,66,570	50,00,000	6,79,33,430
11	-	16,00,00,000	1,20,00,000	7,50,66,570	50,00,000	6,79,33,430
12	-	16,00,00,000	1,20,00,000	7,50,66,570	50,00,000	6,79,33,430



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## Format 1: Covering Letter

To

Mr. Manoj Kumar Tiwari,  
Sr. Manager, Accounts and Head – Materials  
The Energy and Resources Institute  
Darbari Seth Block, Core 6C, India Habitat Centre  
Lodhi Road, New Delhi – 110 003

Sir,

We understand that BSES Rajdhani Private Limited (BRPL) is desirous of procuring Battery Energy Storage Systems for use in its licensed distribution network area. Having examined the Bidding Documents for the above-named works, we the undersigned, offer to deliver the goods in full conformity with the Conditions of Contract, and specifications for the sum of AS PER PRICE BID ENCLOSED or such other sums as may be determined in accordance with the terms and conditions of the contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

If our Bid is accepted, we undertake to deliver the entire goods as per delivery schedule given by you from the date of signing of Battery Energy Storage Service Agreement (BESSA).

If our Bid is accepted, we will furnish performance bank guarantee for an amount of 7.5% (Seven-point Five) percent of the capital expenditure of the project for due performance of the Contract in accordance with the Conditions of Contract.

We agree to abide by this Bid for a period of 120 days from the date fixed for bid opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We declare that we have studied the provision of Indian Income Tax Law and other Indian Laws for supply of equipment/materials and the prices have been quoted accordingly.

The terms of this Bid will remain fixed unless and until the BESSA is signed.

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

There is provision for Resolution of Disputes under this Contract, in accordance with the Laws and Jurisdiction of Contract in Volume 3 of the RFP.

Dated this.....day of.....20.....

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Signature.....

In the capacity of.....

.....duly authorized to sign for and on behalf of (IN BLOCK CAPITALS) .....

Mandatory to read all the terms and conditons before signing the tender

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## Format 2- Technical Bid

S No	Description	Unit	Details to be furnished by bidder
<b>A</b>	<b>Battery</b>		
1	Make/Manufacturer		
2	Type / Chemistry		
3	System Configuration	Cell/Module connections	
4	Designed capacity of battery (Nameplate Reading)	MWh	
5	Dispatchable Capacity	MWh	
6	Service Life	Years	
7	No. of Cycles	Nos.	
8	Cell Capacity	Ah	
9	Cell Nominal Voltage	V	
10	Cell Operating Voltage Range	V	
11	Cell Energy	Wh	
12	Cell Dimensions	lxbxh	
13	Cell Type	Geometry	
14	Cell Weight	kg	
15	No. of Battery Cells	Nos.	
16	Short circuit current	A	
17	Storage temperature range	DegC	
18	Module Capacity	Ah	
19	Module Nominal Voltage	V	
20	Module Operating Voltage Range	V	
21	Module Energy	Wh	
22	Module Dimensions	lxbxh	
23	Module Weight	kg	
24	No. of Battery Modules	Nos.	
25	Design Capacity of Battery Modules	kWh	
26	No. of Battery Racks	Nos.	
27	Rack Dimensions	lxbxh	
28	Rack Weight	Kg	
29	Design Capacity of each Battery Rack	MWh	
30	Charging Operating temperature range	DegC	
31	Discharging Operating temperature range	DegC	
32	Battery Enclosure Dimensions	lxbxh	
33	Battery Enclosure Weight	Kg	



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34	Battery Enclosure IP Rating	Rating	
35	Self-Discharge rate	C	
36	DOD	%	
37	Life cycle of battery (at specified DoD)	Nos.	
38			
39	Service life	Years	
40	Charging time (hours) from rated DoD to full capacity	C	
41	All Tests certificates for battery cell/module	IEC/UL/IEEE/BIS	
<b>B</b>	<b>Power Conditioning Unit</b>		
1	Make/manufacturer		
2	Inverter- power rating	kVA	
3	Inverter power rating	kW	
4	Inverter Nominal Voltage	V	
5	Inverter Frequency	Hz	
6	Inverter Power Factor Range	Quadrant	
7	Inverter DC Voltage Range	V	
8	Inverter Operational Modes	VSI VF/CSI PQ, Islanding, Black Start, Anti-islanding	
9	Transformer Type	Oil filled/Dry Type	
10	Transformer Enclosure IP	Rating	
11	Inverter Dimension	lxbxh	
12	Inverter Weight	Kg	
13	Inverter minimum response time		
14	Inverter Communication option		
15	Test certificate available	IEC/UL/IEEE/BIS	
<b>C</b>	<b>Lighting Arrestor</b>		
1	Type of Lighting Arrestor and make	Rod/sphere/horn/multi gap/electrolyte/metal oxide	
2	Class of Lightning Arrestor/ Surge Protection Devices	II/III	
<b>D</b>	<b>Earthing</b>		
1	Type of Earthing System (Configuration)	TT/IT/TN	



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	Type of Earthing	Pipe/ Plate/ Strip	
	Earth Resistance Value	<1 ohm	
2	No of Earthing	Nos.	
<b>E</b>	<b>Connecting cables/wire</b>		
1	Material and size& specifications		
2	Details of Switches		
<b>F</b>	<b>Measurement &amp; control devices</b>		
<b>1</b>	Sensors		
	Type/make		
	Accuracy/precision		
	Sensitivity		
<b>2</b>	Transducers		
	Type/make		
	Accuracy / precision		
	Sensitivity		
<b>3</b>	Details of EMS & BMS		
	Rack level BMS		
	Master BMS		
	External Power supply requirement to Master BMS	Y/N	
	Type of Power Supply	UPS/Non-UPS	
	Supply voltage to Master BMS	V	
	BMS architecture	Y/N	
	Access to Master BMS		
	HMI dimensions (mm)	lxbxh	
	Supply voltage to HMI, if powered externally	V	
	Historical data storage in Master BMS	GB	
	Interface to access historical data of BMS		
	Threshold values of BMS protection activation and reset		
	List of BMS alarms		
	List of EMS alarms		
	Recording and sampling time interval		
	System efficiency (AC-AC)	%	
	System Response Time	seconds	
	System Architecture	Layout	
	System Performance Warranty in Years	12	
<b>3</b>	<b>Details of Fire Fighting</b>		
	Automatic Fire Fighting	Y/N	

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	Configuration & Architecture		
	Type of Fire Suppression	Dry Chemical/Aero sol/Water/Gas	
	Design Standard (NFPA compliant)		

The bidders are requested to provide additional information, as deemed necessary, as part of a technical presentation in order to showcase the technology suitability. The technical presentation is expected to cover the points mentioned under technical evaluation criteria in Volume 2 of the RFP and must be submitted as a document attached to Format 2.

(Signature of Bidder with seal)

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### Format 3: Financial Bid

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

Ref. No. \_\_\_\_\_

Date: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Tel. #:

Fax #:

E-mail address#

To

The Energy and Resources Institute  
Darbari Seth Block, Core 6C, India Habitat Centre  
Lodhi Road, New Delhi – 110 003

Sub: Response to RFP No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_.

Dear Sir/ Madam,

I/ We, \_\_\_\_\_ (Insert Name of the Bidder) enclose herewith the Financial Proposal for selection of my firm for a capacity of 20MW/ 40 MWh in India as Bidder for the above.


I/We agree that this offer shall remain valid for a period of 120 (One Hundred and Twenty) days from the due date of submission of the response to RFP such further period as may be mutually agreed upon.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20....

Thanking you,

We remain,

Yours faithfully,

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

Bidders seal & signature

Notes:

1. There can be only one constant tariff over the project period of 12 years. If the bidder quotes multiple tariffs, then the bid shall be considered as nonresponsive.
2. If the bidder submits the financial bid not in line with the instructions mentioned therein, then the bid shall be considered as nonresponsive.
3. Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.
1. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.
2. Tariff should be in Indian Rupees 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.

## PRELIMINARY ESTIMATE OF COST AND RETURNS FOR THE PROJECT

### Payment of BESS tariff to BESSD

The Appropriate Commissions shall approve a levelized tariff in ₹ lakh/ MW/ year for the project over the lifespan of 12 years. Buying Utility will pay this amount to the BESSD.

### Assumptions to be provided by bidders

S. No.	Description	Details	Unit	Value
1	Capital expenditure (1)	Includes all expenses related to installation such as cost of batteries, auxiliary equipment, setup costs, etc. Any capex for augmentation, if required during the project tenure, is to be mentioned as a separate line item	INR	
2	Equity investment by BESS developer/ investor (2)	BESS developer shall invest 30% of the capex as equity in the project.	INR	



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3	Concessional capital (3 = 1-2)	Concessional capital required	INR	
4	Expected tariff	Expected levelized tariff which will be submitted to the Appropriate Commission	INR/MW/year	
5	Expected Operations & Maintenance (O&M) charge	Expected levelized O&M charges incurred for the BESS, recovered through the tariff as specified in S. No. 4 of this table	INR/MW/year	

Expected year-on-year project cash flows for the BESSD

Year	Capital investment, if any (INR)	BESSA Tariff (INR)	Operations & Maintenance (INR)	Repayment of concessional debt (INR)	Other expenses (INR) (e.g., Interest on working capital)	Return to equity (INR)
0						
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						

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#### Format 4: General Particulars of the Bidder

S No	Name of the Bidder	To be furnished by bidder
1	Name of the Company	
2	Registered Office Address	
3	Year of Incorporation	
4	Postal Address	
5	Mobile number	
6	Telephone, Telex, Fax Number	
7	E-mail address	
8	Website	
9	PAN number (enclose a copy of the certificate)	
10	GST number (enclose a copy of the certificate)	
11	Name, designation, and mobile phone no. of the representative of the Bidder to whom all references shall be made	
12	Have the Bidder ever been debarred by any Government Dept. /Undertaking/Private Company for undertaking any work?	
13	Number of full-time technical / professional staff in the Company having experience in energy storage	
14	Any other information	

(Signature of Bidder with seal)

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## Format 5: Minimum Eligibility Conditions

S No.	Qualification criteria	Description	Documentary evidence attached at page no.
1	The bidder should be an organization registered/ incorporated under Companies Act. 1956 or Companies Act. 2013, and further amendment(s)		
2	Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practice. In this regard an undertaking (self-certificates) has to be provided as per Format 8 that the bidder has not been blacklisted/ debarred by any central/state government or any other institution including electricity boards		
3	Undertaking that the bidder is not a willful defaulter to any lender as per the General Eligibility Criteria (as per Format 8)		
4	The bidder should demonstrate experience of having installed, operationalized, and operated BESS across the globe. Purchase Order/ Completion Certificates should be enclosed		
5	The Bidder should have valid GST and PAN registration certificate. A copy of which should be enclosed		
6	Net Worth of the Company/ Firm/ Corporation in the last financial year (FY 2022-23) should be at least INR 35 Crore (Thirty-Five Crores)		
7	The bidder has ISO 9001:2015 certification/ ISO 14001:2015 certification/ OHSAS 18001:2007 / ISO 45001:2018		
8	Bidder should have valid CPRI/ERDA/ equivalent international laboratory Type test report of offered battery storage system of all National & International standards for Battery and Inverter mentioned in Table of Volume 1		

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(Signature of Bidder with seal)

## Format 6: Format for Bank Guarantee for Earnest Money Deposit (EMD)

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

Reference: .....

Bank Guarantee No.: ..... Date: .....

In consideration of the \_\_\_\_\_ [Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RFP inter alia for \_\_\_\_\_ [Insert title of the RFP] of the cumulative capacity of 20 MW/ 40 MWh for offering Battery Energy Storage System on long term basis, in response to the RfP No. \_\_\_\_\_ dated \_\_\_\_\_ issued by The Energy and Resources Institute (TERI) and considering such response to the RFP of ..... [Insert the name of the Bidder] as per the terms of the RFP, the \_\_\_\_\_ [Insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to BSES Rajdhani Private Limited (BRPL) at \_\_\_\_\_ [Insert Name of the Place from the address of BRPL] forthwith without demur on demand in writing from BRPL or any Officer authorized by it in this behalf, any amount of INR 1,50,00,000 (Rupees One Crore Fifty Lakhs) only, on behalf of M/s \_\_\_\_\_ [Insert name of the Bidder].

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

Our liability under this Guarantee is restricted to INR..... (Indian Rupees \_\_\_\_\_ only). Our Guarantee shall remain in force until \_\_\_\_\_ [insert date of validity in accordance with this RFP]. BRPL shall be entitled to invoke this Guarantee till \_\_\_\_\_ [insert date of validity in accordance with this RFP].

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

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

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

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

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

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

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly BRPL 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 BRPL or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to any Nationalized/Scheduled Bank in India and a confirmation in this regard is received by BRPL.

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 this RFP].

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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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\_\_

*Mandatory to read all the terms and conditons before signing the tender*

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## Format 7: Performance Bank Guarantee

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

Reference: .....

Bank Guarantee No.: ..... Date: .....

In consideration of the \_\_\_\_\_ [Insert name of the Bidder] (hereinafter referred to as 'selected System Integrator') submitting the response to RFP inter alia for .....[insert title of the RFP] of the capacity of 20 MW/ 40 MWh, at .....[Insert name of the place], in response to the RFP dated..... issued by Bid Manager on behalf of BSES Rajdhani Power Limited (hereinafter referred to as BRPL) and considering such response to the RFP of .....[Insert name of the Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Project of the System Integrator (SI) and issuing Letter of Award No. \_\_\_\_\_ to \_\_\_\_\_ (Insert Name of selected System Integrator) as per terms of RFP and the same having been accepted by the selected SI resulting in a Battery Energy Storage Service Agreement (BESSA) to be entered into, for procurement of capacity [from selected System Integrator or a Project Company, M/s \_\_\_\_\_ {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable].

As per the terms of the RFP, the \_\_\_\_\_ [Insert name & address of Bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to BRPL at \_\_\_\_\_ [Insert Name of the Place from the address of the BRPL] forthwith on demand in writing from BRPL or any Officer authorised by it in this behalf, any amount up to and not exceeding Indian Rupees \_\_\_\_\_ [Total Value] only, on behalf of M/s \_\_\_\_\_ [Insert name of the selected System Integrator/ 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..... BRPL shall be entitled to invoke this Guarantee till .....

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

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

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

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

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

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

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly BRPL 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 BRPL 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 only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to any Nationalized/Scheduled Bank in India and a confirmation in this regard is received by BRPL.

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

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 BRPL serves upon us a written claim or demand.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Power of Attorney No.: \_\_\_\_\_

For

\_\_\_\_\_ [Insert Name and Address of the Bank] \_\_\_\_\_



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Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this \_\_\_\_ day of \_\_\_\_, 20\_\_

Witness:

1. ....

Signature

Name and Address

2. ....

Signature

Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of Bank Guarantee. 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).

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## Format 8: Undertaking regarding no wilful default and no major litigation pending

*(To be submitted on the letterhead of the Bidder)*

We, hereby provide this undertaking to Solar Energy Corporation of India Limited, in respect to our response to RFP vide RFP No. \_\_\_\_\_ dated \_\_\_\_\_, that M/s \_\_\_\_\_ (insert name of the Bidder), or any of its Affiliates is not a wilful 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.

(Name and Signature of the Authorized Signatory)

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## Format 9: Format for experience letter

Item	Particulars
Title & nature of the project	
Category	
Entity for which the project was constructed/ developed	
Location	
Size of project (kW, kWh)	
Project cost	
Date of commencement of project	
Date of completion / commissioning	
Copy of Purchase Order and Completion certificate from entity concerned	<to be attached below this table>

(Signature of Bidder with seal)

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## Format 10: Certificate 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**

**The Energy and Resources Institute**

**Darbari Seth Block, Core 6C, India Habitat Centre**

**Lodhi Road, New Delhi – 110 003**

Sub: Response to RFP No. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_.

Dear Sir/ Madam,

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

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

### **Exhibit (i): Applicable in case of Bidding Company**

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

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

*\*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*

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the relationship, duly certified by a practicing company secretary/ chartered accountant is required to be attached with the format.

**Exhibit (ii): Applicable in case of Bidding Consortium**

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

Name of Member: [Insert name of the Member]

Net Worth Requirement to be met by Member in Proportion to the Equity Commitment:

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

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

Name of Consortium Member Company	Name of Affiliate(s) whose net Worth is to be considered	Relationship with Bidding Company* (If any)	Net Worth (in Rs. Crore)	Equity Commitment (in %age) in Bidding Consortium	Committed Net Worth (in Rs. Crore)
Company 1					
Company 2					
<b>Total</b>					

\* 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)**

**Membership No.**

**(Signature and Stamp of CA)**

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

**Date:**

**Note:**

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- (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, and Cash Flow Statements are to be enclosed in complete form along with all the Notes to Accounts.

## Format 11: Details of Consortium

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) for the purpose of submitting response to RFP and execution of Battery Energy Storage Purchase Agreement (in case of award), against RFP No. \_\_\_\_ dated \_\_\_\_ issued by Bid Manager on behalf of BSES Rajdhani Private Limited (BRPL) a Company incorporated under the Companies Act, 2013, and having its Registered Office at BSES Bhawan, Nehru Place, New Delhi -110019.

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 BRPL desires to purchase Power under RFP for \_\_\_\_ (insert title of the RFP);


WHEREAS, BRPL had invited response to RFP vide its Request for Proposal (RFP) dated \_\_\_\_

WHEREAS the RFP stipulates that in case response to RFP is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by BRPL 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

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defined in the RFP for self and agent for and on behalf of Member-2, -----, Member-n and to submit the response to the RFP.

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

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

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

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

<b>Name</b>	<b>Percentage</b>
Member 1 (Lead Member)	---
Member 2	---
<b>Total</b>	<b>100%</b>

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

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

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.

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

10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at New Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.

11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of BRPL in terms of the RFP.

12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Battery Energy Storage Service Agreement (BESSA) and shall remain valid until the expiration or early termination of the BESSA in terms thereof, unless expressly agreed to the contrary by BRPL.

13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RFP.

14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties, or obligations under the BESSA except with prior written consent of BRPL.

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 BRPL.

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

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]

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(Signature, Name & Designation of the person authorized vide Board Resolution Dated \_\_\_\_\_) Witnesses:

1) Signature-----

Name:

Address:

2) Signature -----

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Name:

Address:

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

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

Witnesses:

1) Signature -----

Name:

Address:


2) Signature -----

--

Name:

Address:

\_\_\_\_\_  
Signature and stamp of Notary of the place of execution

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## Format 12: Terms and Conditions of e-Reverse Auction

ENQUIRY NO & DATE: -----

DUE DATE OF TENDER: -----

(To be signed and stamped by the bidder prior to participation in the auction event)

After opening of financial bids and short-listing of bidders based on the tariff and total capacity of project of qualified Project(s), Bid Manager shall resort to “e-REVERSE AUCTION PROCEDURE”. e-Reverse Auction shall be conducted as per methodology specified in *Step 3 of Evaluation criteria and Finalization of Bid* and other provisions of Reverse Auction in RfP Documents and their subsequent Corrigendum/Addenda/ Amendments/ Clarifications. Bidders in their own interest are advised to go through the documents in entirety. The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give complete explanations. Further these are supplementary in nature.

1. Bidders shall ensure online submission of their ‘Bid Price’ within the auction period.
2. Bidders shall ensure to take all necessary training and assistance before commencement of e-reverse auction to the interested bidders on chargeable basis to be paid directly to Bharat Electronics Limited (BEL) as mentioned in below Point No. 10.
3. Business rules for e-Reverse Auction as mentioned hereunder, like event date, time, bid decrement, extension etc. are enumerated in the RFP document for compliance.
4. E-Reverse auction will be conducted on scheduled date & time, as mentioned in the RFP document.
5. Bidders should acquaint themselves of the ‘Business Rules of e-Reverse Auction’, which is given below in the RFP document.
6. If the Bidder or any of their representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action shall be initiated by Bid Manager.
7. The Bidder shall not divulge either their Bids or any other exclusive details of Bid Manager to any other party.
8. Period of validity of Prices received through e-Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
  - a. Although extension time is ‘8’ minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last-minute hosting of the Financial Bid during reverse auction.
  - b. Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of Bid Manager, bid process, bid technology, bid documentation, and bid details.

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- c. It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
- d. Technical and other non-commercial queries (not impacting price) can only be routed to the Bid Manager contact personnel indicated in the RFP document.
- e. Order finalization and post order activities such issue of LOA, signing of BESSA etc. would be transacted directly between successful bidder(s) and Buying Utility.
- f. LOA shall be placed outside the e-reverse auction portal & further processing of the LOA shall also be outside the system.
- g. In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to Bid Manager contact personnel indicated in the RFP document.
- h. Bidders are advised to visit the auction page and login into the system well in advance to identify/ rectify the problems to avoid last minute hitches.
- i. Bid Manager 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.
- j. Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC/ Internet/ Java related issues and Bidder may lose the chance of participation in the auction.
- k. For access to the Reverse Auction site, the following URL is to be used: <https://www.bharat-electronictender.com>.
- l. No queries shall be entertained while Reverse Auction is in progress.

#### 10. Instructions for Payment of ETS Bid-Deposit Conditionally-Refundable (ETS BD-CR):

In order to participate in the e-Tender/e-Auction, each Bidder would have to deposit an amount towards 'Application Charges for Bidders' with the Service Provider of Bharat-ElectronicTender Portal [ETS] as per instructions given on ETS Portal. In ETS, this amount is referred to as 'ETS Bid-Deposit Conditionally-Refundable (ETS BD-CR)'.

BD-CR would be calculated for the maximum quantity for which the bidder is allowed to bid in the tender/auction.

Applicable ETS BD-CR = Rs. One Lakh plus GST

The amount can be paid online through the following methods:

Option-1: SBI Payment Gateway facility available on ETS portal

Option-2: NEFT/RTGS to the following account:

Beneficiary Name: ISN ElectronicTender Services Pvt. Ltd.

Current A/C No.: 661405601452

Branch : ICICI Bank, Central Arcade, DLF City, Phase-II, Gurgaon - 122002

IFSC Code: ICIC0006614

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On the 'Date of Bid Finalization', ie the date on which written communication is received by the Service Provider of ETS from the Auctioneer (ie NVVN LTD.) about the successful/ unsuccessful Bidders, ETS BD-CR amount corresponding to the quantity allocated/ awarded to that successful Bidder will be retained by the Service Provider of ETS and treated as 'ETS Bidding-Fee', and the balance amount (without any interest) will be refunded by Service/ Portal Provider.

Similarly, for unsuccessful Bidders, the full ETS BD-CR (without any interest) will be refunded within ten (10) working days from the date of receipt of written communication by the Service/ Portal Provider of ETS from the Buyer Organization/ Auctioneer (ie NVVN LTD.).

#### **Invoicing after the final outcome of the bidding process/ e-Auction:**

Case-1 (Unsuccessful Bidder): In case the bidder does not win any quantity, the full BD-CR amount shall be refunded and therefore no invoice will be raised and will not be subject to TDS.

Case-2 (Successful Bidder): In case the bidder wins a particular quantity, a GST invoice shall be generated. Subsequently, the BD-CR balance shall be refunded, if any.


Applicable TDS to be deposited by the bidder. TDS amount shall be refunded by the ETS Service Provider on receipt of the TDS Certificate.

#### **BUSINESS RULES OF e-REVERSE AUCTION**

Reverse Auction shall be conducted as per methodology specified in *Step 3 of Evaluation criteria and Finalization of Bid* and their subsequent Corrigendum/Amendments/ Clarifications/ Addenda. Bidders, in their own interest, are advised to go through the documents in entirety.

The following would be parameters for e-Reverse Auction:

S.NO.	Parameter	Value
1.	Date and Time of e-Reverse-Auction Bidding Event	To be intimated Later to Eligible Bidders
2.	Duration of e-Reverse-Auction Bidding Event	30 minutes
3.	Automatic extension of the 'e-Reverse-Auction closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'e-Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	08 minutes
3.2	Automatic extension Time-Duration	08 minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension

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4.	Entity-Start-Price	Rank-1 Bid Price of Financial Bid (Second Envelope)
5	Individual Start-Price	Tariff quoted by the bidders in Financial Bid (Second Envelope)
6	Bid Acceptance Criterion	'Beat on Starting Price', as well as 'Beat on Rank-1 Bid Value'

Online Reverse Auction shall be conducted by Bid Manager on pre-specified date and time, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

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

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

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

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

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