

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

RfS No. GUVNL/BESS/Phase VI dated 17.01.2025

Tender Search Code on ISN-ETS: **GUVNL-2025-TN000001**

ISSUED BY

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

DISCLAIMER

1. Though adequate care has been taken while preparing the RfS document, the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given by the prospective bidders to the office of Gujarat Urja Vikas Nigam Limited (GUVNL) immediately. If no intimation is received from any bidder within **30 (Thirty) days from the date of issuance of RfS documents**, it shall be considered that the document is complete in all respect and has been received/acknowledged by the bidder(s).
2. GUVNL reserves the right to modify, amend or supplement this document.
3. This RfS document has been prepared in good faith, and on best endeavor basis. Neither GUVNL nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.
4. This RfS is not an agreement and is neither an offer nor invitation to the prospective bidders or any other person. The purpose of this RfS is to set the terms for the selection process and to provide Bidders with information that may be useful to them in preparation and submission of their Bids.
5. The bidder shall bear all its costs associated with or relating to the preparation and submission of its bid, including but not limited to preparation, copying, postage, delivery fees or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the bidder and the authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation of submission of the bid, regardless of the conduct or the outcome of the bidding process.
6. In case of any discrepancy in the documents uploaded on the websites of GUVNL and ISN-ETS, the documents uploaded on the ISN-ETS website will prevail.

Place: Vadodara

Date: _____

RfS for Procurement of 500 MW/ 1000 MWh Projects of Battery Energy Storage Systems with in Gujarat under Tariff-based Competitive Bidding (Phase-VI)	RfS No. GUVNL/BESS/Phase VI dated : 17.01.2025	Page 2 of 121
--	--	---------------

BID INFORMATION SHEET

The brief details of the RfS are as under:

(A)	NAME OF WORK / BRIEF SCOPE OF WORK / JOB	<p>1. Selection of Battery Energy Storage System Developers for Setting up of 1000 MWh (500 MW x 2 hrs) Battery Energy Storage Systems in Gujarat for “On Demand” usage under Tariff-based Competitive Bidding (Phase-VI)</p> <p>2. The Projects will be set up under “BOO” model.</p>
(B)	RfS NO. & DATE	GUVNL/BESS/Phase VI dated 17.01.2025
(C)	TYPE OF BIDDING SYSTEM	Single Stage Bidding with Two Envelopes
(D)	TYPE OF RfS / TENDER	E – Tender
(E)	COMPLETION/ CONTRACT PERIOD	As mentioned in RfS Document
(F)	DOCUMENT FEE/ COST OF RfS DOCUMENT (NON-REFUNDABLE)	Amount of INR 29,500/- (Indian Rupees Twenty-Nine Thousand Five Hundred Only) including GST shall be submitted through NEFT/ RTGS transfer in the account of GUVNL. The online payment details containing UTR number & GST number shall be e-mailed to jepspl.guvnl@gebmail.com / jeps2.guvnl@gebmail.com immediately after making payment.
(G)	DOCUMENT PROCESSING FEE (NON-REFUNDABLE)	Rs. 15 Lakh + 18% GST for total Project capacity quoted by each bidder, shall be submitted through NEFT/RTGS transfer in the account of GUVNL. The online payment details containing UTR number & GST number shall be e-mailed to jepspl.guvnl@gebmail.com / jeps2.guvnl@gebmail.com immediately after making payment.
(H)	EARNEST MONEY DEPOSIT (EMD)	Amount of INR 5,00,000/- (Indian Rupees Five Lakh only) per MW shall be submitted in the form of Bank Guarantee. The SFMS confirmation regarding issuance of BG shall be Forwarded to GUVNL on jepspl.guvnl@gebmail.com / jeps2.guvnl@gebmail.com .
(I)	PERFORMANCE BANK GUARANTEE	Bidders selected by GUVNL based on this RfS shall submit Performance Bank Guarantee(PBG) for a value @ INR 12, 50,000/ MW (Rupees Twelve Lakhs and Fifty Thousand only/MW), prior to signing of BESPAs as per terms of RfS. The SFMS confirmation regarding issuance of BG shall be Forwarded to GUVNL on jepspl.guvnl@gebmail.com / jeps2.guvnl@gebmail.com .

RfS for Procurement of 500 MW/ 1000 MWh Projects of Battery Energy Storage Systems with in Gujarat under Tariff-based Competitive Bidding (Phase-VI)	RfS No. GUVNL/BESS/Phase VI dated : 17.01.2025	Page 3 of 121
--	--	---------------

(J)	PRE-BIDMEETING	To be held through VC as per date & time mentioned on ETS portal. Bidders shall submit their queries on or before to GUVNL through email. Queries to be submitted on or before : 03.02.2025 by 17:00 hours Pre-Bid meeting to be held through VC on : 06.02.2025 at 12:00 hours
(K)	OFFLINE & ONLINE BID-SUBMISSION DEADLINE	Applicable as per NIT on ISN-ETS portal
(L)	TECHNO-COMMERCIAL BID OPENING	As per NIT on ISN-ETS portal
(M)	e-Reverse Auction (e-RA)	Will be informed to eligible bidders. Date and time of e-RA shall be intimated through portal.
(N)	CONTACT DETAILS OF ISN-ETS Portal	M/s Electronic Tender.com (India) Pvt. Ltd. Gurugram Contact Person: ISN-ETS Support Team Customer Support: +91-124-4229071,4229072 (From 10:00 Hrs to 18:00 Hrs on all working Days i.e. Monday to Friday except Govt. Holidays) Email: support@isn-ets.com
(O)	Name, Designation, Address and other details (For Submission of Response to RfS)	Shri Sourav Nandy Chief Finance Manager (Power Trading) Gujarat Urja Vikas Nigam Ltd Sardar Patel Vidyut Bhavan, Race Course, Vadodara-390007 Tel No. 0265-2340289, 0265-2310582 / 83 / 84 / 85 / 86 Website-www.guvnl.com
(P)	Details of persons to be contacted in case of any assistance required	1) Sourav Nandy Chief Finance Manager Phone No: +91 9971001855 Email ID: snandy.guvnl@gmail.com 2) Nagajan Parmar Executive Engineer Phone No: +91 9773037668 Email ID: eeppsp.guvnl@gmail.com 3) Sumit Harwani Deputy Engineer Phone No: +919913397427 EMAIL ID: deppsp.guvnl@gmail.com

(q)	Bank Account, GST and PAN details of GUVNL	Name of Bank – State Bank of India Bank Account No. – 41548514316 IFSC Code - SBIN0001946 GST No. : 24AACCG2861L1ZK PAN: AACCG2861L
-----	---	---

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

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

SECTION 1. INTRODUCTION & INVITATION FOR BIDS

1 Background & Introduction

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

- 1.1 With various global developments in technology and manufacturing, Renewable Energy (RE) has become the most affordable and cheapest source for meeting the energy requirements. Initial capacities have been successfully integrated to the grids so far, but with increasing penetration of RE in the energy mix, further capacity addition is expected to face issues due to variable nature and supply-demand mismatch.
- 1.2 With respect to increasing the storage component in the energy mix, CEA’s Report on identification of usage of storage as business case and for ancillary services, identifies Pumped Hydro Storage System (PSP) and Battery Energy Storage Systems (BESS) as the commercially deployed solutions for providing requisite storage capacity. The CEA Study has revealed that the planning model selects the battery energy storage system from the year 2027-28 onwards and a Battery Energy Storage capacity of 8680 MW/34720 MWh (4-hour storage) is projected to be part of the installed capacity in 2022-27. This will be in addition to 7446 MW of Pumped Hydro Storage System envisaged to be a component of India’s installed capacity in 2022-27.
- 1.3 Going forward, the planning process for transition to a greener energy mix in the country as well as in the State of Gujarat would entail integrating the planned Renewable capacity into India’s energy grid while ensuring its safety and reliability. Apart from Pumped Hydro Storage Plants, BESS are envisaged to be significant element of the future grid with increased share of renewable energy in accordance with the target of 500 GW of non-fossil-based capacity to be installed by 2030. BESS assets can provide the required flexibility in generation apart from ensuring the resource adequacy. Besides, Energy Storage Systems also have the potential to enable better utilization of transmission network and reducing network infrastructure footprint. The CEA has conducted a resource adequacy study for GUVNL up to FY 2031-32, which envisions a storage requirement of 10,999 MW / 55,000 MWh under the shifted Agricultural Load Scenario for GUVNL.
- 1.4 As GUVNL seeks to utilize energy storage systems, on an “On-Demand” basis, suited to the requirements of the State DISCOMs during the peak and off-peak hours. In view of the above, GUVNL hereby wishes to invite proposals for setting up of Projects of Standalone Battery Energy Storage Systems (BESS) connected with the State Grid, for an aggregate storage capacity of 1000 MWh (500 MW x 2 hrs) with complete 2 cycles charging/discharging operation of BESS. GUVNL shall enter into a

Battery Energy Storage Purchase Agreement (BESPA) with the successful Bidders selected based on this RfS, for providing Energy Storage facility to GUVNL as per terms, conditions and provisions of the RfS and BESPA.

1.5 Battery Energy Storage System Developers (hereinafter referred to as BESSDs) selected by GUVNL based on this RfS, shall set up the BESS on Build Own Operate (BOO) basis in accordance with the provisions of this RfS document and standard BESPA. BESPA formats shall be shortly available for download from the ISN-ETS portal <https://www.bharat-electronictender.com>.

1.6 (Not used)

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

1.8 (Not used)

1.9 Guidelines for Implementation of the RfS

This RfS document has been prepared based on the Guidelines for “Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services”, issued by Ministry of Power vide Gazette Notification dated 10.03.2022 and subsequent amendments and clarifications issued thereto until the bid submission deadline for this RfS issued and this RfS in the capacity of “Procurer” as defined in the aforementioned Guidelines. GUVNL has obtained approval from the Government of Gujarat (GoG) for deviations from the Ministry of Power (MoP) guidelines on exception from Payment Security Funds & Change in-law provisions in line with other GUVNL (RE) tenders.

RfS for Procurement of 500 MW/ 1000 MWh Projects of Battery Energy Storage Systems with in Gujarat under Tariff-based Competitive Bidding (Phase-VI)	RfS No. GUVNL/BESS/Phase VI dated : 17.01.2025	Page 7 of 121
--	--	---------------

Invitation for Bids

- 2.1 A Single Stage, Two-Envelope competitive Bidding Procedure will be adopted and will proceed as detailed in this document. The respective rights of GUVNL and the Bidder/BESSD shall be governed by the RfS Documents/Agreements signed between GUVNL and the BESSD.
- 2.2 Interested bidders have to necessarily register themselves on the portal <https://www.bharat-electronictender.com> (“ETS portal”) through M/s Electronic Tender.com (India) Pvt. Limited to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s Electronic Tender.com (India) Pvt. Limited, New Delhi to complete the registration formalities. Contact details of ISN-ETS is mentioned on the Bid Information Sheet. All required documents and formalities for registering on ISN-ETS are mentioned in the subsequent RfS documents.

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

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

- 2.3 Bidders should submit their bid proposal complete in all aspect on or before last date and time of Bid Submission as mentioned on ISN-ETS Portal (<https://www.bharat-electronictender.com>), GUVNL website www.guvnl.com and as indicated in the Bid Information Sheet.
- 2.4 Bidder shall submit bid proposal along with non-refundable RfS Document Fees and Bid Processing Fees and Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Bid proposals received without the stipulated RfS Document Fees, Bid Processing Fees and EMD, will be rejected. **In the event of any date indicated being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein.**

RfS documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from the ISN-ETS Portal or from GUVNL’s website. It is mandatory to download official copy of the RfS Document from Electronic Tender System (ISN-ETS) Portal to participate in the Tender. Any amendment(s)/corrigendum(s)/clarification(s) with respect to this RfS

RfS for Procurement of 500 MW/ 1000 MWh Projects of Battery Energy Storage Systems with in Gujarat under Tariff-based Competitive Bidding (Phase-VI)	RfS No. GUVNL/BESS/Phase VI dated : 17.01.2025	Page 8 of 121
--	--	---------------

shall be uploaded on ISN-ETS website. The Bidder should regularly check for any Amendment(s)/Corrigendum(s)/Clarification(s) on the above mentioned ISN-ETS website. The same may also be uploaded on GUVNL's website. However, in case of any discrepancy, the information available on ISN-ETS website shall prevail.

2.5 NOT USED

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

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

2.8 **Interpretations**

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

SECTION 2. SPECIAL CONDITIONS OF CONTRACT

3 *Scope of Work*

- 3.1 Under this RfS, the BESSD shall be required to set up a Battery Energy Storage System (BESS), with the primary objective of making the energy storage facility available to GUVNL for charging/discharging of the BESS, on an “on demand” basis. Detailed criteria for performance are elaborated in Clause 9 of the RfS.
- 3.2 Setting up of the BESS and interconnection of the BESS with the State Transmission Network will be under the scope of the BESSD. This RfS is technology agnostic on the nature of battery storage system being opted by the BESSD, as long as it meets the definition of BESS under this RfS and the required performance criteria under the RfS and BESPA.
- 3.3 The BESS shall be charged by drawing power from GETCO and inject power to GETCO network in accordance with the dispatch instructions issued by SLDC in consultation with GUVNL. GUVNL will provide required power for charging BESS considering minimum system efficiency under the agreement.
- 3.4 The BESSD shall take separate, metered connection for the Auxiliary Power load of BESS,

Or

The BESSD can draw auxiliary power from Interconnection point.

In both the cases, Separate meter would be arranged by Developer to measure Auxiliary consumption as per GERC regulation and that would be billed by DISCOM.

4 *Total capacity offered and Project sizing*

- 4.1 Selection of BESS Projects for a total capacity of 1000 MWh will be carried out through e-bidding followed by e-Reverse Auction process. The minimum bid size shall be 100 MWh i.e. 50 MW x 2 hours and in multiple of 50 MW / 100 MWh.
- Selection of Project Developers will be carried out based on the Contracted Capacity quoted by the Bidders. In this context, the term “Project” used anywhere in the RfS and BESPA will solely mean the BESS, set up by the BESSD to make available the Contracted Capacity as agreed to in the BESPA.
- 4.2 For a specified Contracted Capacity, any oversizing of the BESS over the minimum rated Energy capacities required under this RfS is left to the discretion of the BESSD. However, it is to be noted that, at the time of commissioning, rated capacity of the BESS (Power and Energy) to be installed as indicated in the BESPA, will be verified.
- 4.3 The Bidder is required to design the Battery Energy Storage System (BESS) under the BESPA, ensuring that the BESS can charge and discharge with a C-rate of 0.5. Additionally, the BESS must be capable of being charged or discharged in groups ranging from 50 MW / 100 MWh to 100 MW / 200 MWh, up to the total rated

capacity specified in the Agreement.

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

Example 2: For a BESS with a capacity of 250 MW / 500 MWh, if the BESS is divided into groups of 2 nos. of 100 MW / 200 MWh and 1 nos of 50 MW/ 100 MWh, the system should be able to charge or discharge in increments of 50 MW/100 MWh for one group and 100 MW / 200 MWh for other two groups, managing up to such groups independently.

5 *Maximum Contracted Capacity Allocation for a Bidder*

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

- 5.1 The total capacity of 500 MW/1000 MWh shall be set up at any location in Gujarat, connected with Intra State Transmission System (In-STS) as shown in Annexure-E. A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a Project Capacity of either one project or multiple projects out of total capacity of 500 MW / 1000 MWh in the prescribed formats.

Land shall be identified by bidder them self, to interconnect BESS with listed substation given in Annexure-A.

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

- 5.2 The evaluation of bids shall be carried out as described in Section-5 of RfS. The methodology for Allocation of Projects is elaborated in Section-5 of RfS.
- 5.3 Subject to the exception as per Clause 5.1 above, multiple bids from same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.

6 *Project Location*

- 6.1 The total Project capacity of 500 / 1000 MWh shall be connected at following Substations of the STU network as per information mentioned in Annexure-E, in the State of Gujarat.
- 6.2 Not Used.
- 6.3 Not Used.
- 6.4 In case the BESSD wishes to set up more than one Project, then the Projects would

RfS for Procurement of 500 MW/ 1000 MWh Projects of Battery Energy Storage Systems with in Gujarat under Tariff-based Competitive Bidding (Phase-VI)	RfS No. GUVNL/BESS/Phase VI dated : 17.01.2025	Page 11 of 121
--	--	----------------

need to be physically identifiable with separate injection points, control systems and metering arrangement.

(a) Contact details of concerned officers from GETCO for the sub-station visit are as follows

- (i) Shri K H Rathod, Chief Engineer (TR) – 99252 12250.
- (ii) Shri J S Chandegra, Executive Engineer (400 kV Veloda) – 9925208537.
- (iii) Shri J M Shishodiya, Deputy Engineer (220 kV Shelavadar) – 9925210041.
- (iv) Shri V B Dwivedi, Deputy Engineer (400 kV Chorania) – 9601704828.

7 Connectivity with the Grid

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

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

***Important Notes:**

- (i) For any clarifications on the above, bidders may contact the GETCO in this regard. Regarding availability of connectivity at the substation, data as made available by GETCO shall be final and binding.
- (ii) Bidders must make note of the information pertaining to space of bay availability at the substation.
- (iii) Tentative coordinates of the Interconnection Point may be obtained from the GETCO.

7.3 The maintenance of Transmission system up to the interconnection point shall be responsibility of the BESSD, to be undertaken entirely at its cost and expense. The entire cost of construction of infrastructure from the Project upto and including at the Interconnection Point, including but not limited to the transmission line, maintenance losses, & all cost up to the delivery point shall be borne by the BESSD. The SLDC/Scheduling charges and other charges payable by BESSD. For transmission of power during charging/discharging of the BESS, transmission charges and losses

RfS for Procurement of 500 MW/ 1000 MWh Projects of Battery Energy Storage Systems with in Gujarat under Tariff-based Competitive Bidding (Phase-VI)	RfS No. GUVNL/BESS/Phase VI dated : 17.01.2025	Page 12 of 121
--	--	----------------

applicable as per the applicable regulations, beyond delivery point will be borne by GUVNL. All expenses including wheeling charges and losses in relation to the transmission and distribution beyond the Metering Point shall be borne by GUVNL. Applicability of the charges and losses on charging and discharging power shall be governed as per the regulations prevailing from time to time. The BESSD shall be required to follow the Connectivity Procedure as per the applicable Regulations issued by GERC/CEA as amended from time to time. The Bidders have to choose one of the above Intra state (In-STTS) substations for Interconnection of the Project to the Grid. Bids indicating substations outside the above locations suggested will be liable for rejection.

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

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

Energy injected/drawn by each Project will be recorded and jointly signed by respective BESSDs and copies of the same will be submitted to the SLDC/SEA as required.

In case of Pooling substation, losses in the transmission line between the Pooling substation and the In-STTS substation, shall be apportioned among the BESSDs who share such a Pooling arrangement, based on their monthly generation.

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

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

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

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

discrepancy identification and its rectification to avoid any rejection/less payment of invoices.

- 7.6 DSM penalties, if any, shall be levied separately on the BESSD as applicable, at their BESSD ends for the charging and discharging activities.
- 7.7 Reactive power charges shall be on account of BESSD as applicable, at BESSD end during charging and discharging, as per CERC/GERC regulations.
- 7.8 The BESSD shall be required to follow the applicable Procedure for Grant of connectivity as issued by GERC as well as other Regulations issued by GERC/CEA as amended from time to time. The BESSDs will be required to apply for connectivity at the identified substations within 30 days of signing of BESPA, and shall furnish copies of the application as well as granted connectivity, to GUVNL at the earliest. In case the BESSD fails to obtain the connectivity at a Substation identified by the Bidder, the same shall be immediately notified by the BESSD to GUVNL. At least 30 days prior to the proposed commissioning date, the BESSD shall be required to submit the Connectivity Agreement signed with the STU/GETCO.

8 *Performance Criteria of the Project*

8.1 Project performance parameters

- (a) The Contracted Capacity of the Project shall be in terms of “MW”. GUVNL’s obligation shall be for off-take of the Contracted Capacity and energy at delivery point.
- (b) For example, for a Project Capacity of 500 MW/1000 MWh, Contracted Capacity shall be 500 MW/1000 MWh under the BESPA. Accordingly, for the Contracted Capacity of 500 MW, the BESPA shall GUVNL to schedule discharge upto 1000 MWh of energy from the BESS in each cycle, subject to the following:
- i. The GUVNL will schedule charging of the BESS with equal amount of energy plus energy expected to be lost as conversion losses (determined from the guaranteed Round-Trip Efficiency (RtE) of the system)
Illustration: For a Project / Contracted Capacity of 500 MW/1000 MWh, with RtE of 85%, during the 3rd Year after COD, GUVNL shall supply charging power to the tune of $(500 \times 2 \times 0.925) / 0.85 = 1088.24$ MWh, to expect a discharge of 925 MWh as per the desired schedule.
 - ii. Energy scheduled for discharge in a given cycle during a year shall be more than or equal to the Min. Dispatchable Energy Capacity at the End of Year as specified under Article 4.4.2.(c) of BESPA.
Illustration: For example, during the end of the 3rd Year after COD, the energy scheduled for discharge from 500 MW capacity shall be more than or equal to $500 \times 0.925 \times 2 = 925$ MWh.
 - iii. Contract capacity shall be the project capacity at delivery point. GUVNL

RfS for Procurement of 500 MW/ 1000 MWh Projects of Battery Energy Storage Systems with in Gujarat under Tariff-based Competitive Bidding (Phase-VI)	RfS No. GUVNL/BESS/Phase VI dated : 17.01.2025	Page 14 of 121
--	--	----------------

shall provide the charging energy factoring the RtE, as per specified RtE in RfS.

- (c) The total Project Capacity shall be for supply to and offtake by GUVNL and there will be no merchant capacity. The BESS shall adhere to the specifications and performance requirements laid out in Annexure-A of the RfS in this regard.
- (d) Power rating of the project capacity of 1000 MWh (500 MW x 2 hrs) BESS will be 500 MW, i.e., the maximum value of the active Output and Input Power at the Delivery Point. Input power shall be provided by GUVNL at delivery point for contract capacity as illustrated in 8.1 (b). The Energy rating of 1000 MWh of the system will be the dispatchable capacity at COD of the system considering degradation of BESS as provided in RfS, as measured at the Metering Point. Terms and definitions of terminologies related to BESS shall be as defined in IEC 62933-2-1.
- (e) The BESSD shall make the BESS available for **2 operational cycles per day**, i.e. 2 complete charge-discharge cycles per day. Following provisions shall be applicable on the entire Project Capacity guaranteed to be off-taken by GUVNL:
1. The procurement shall be in power (MW) terms. The BESSD shall install, operate and maintain the BESS to offer facility to GUVNL to charge and discharge the BESS on an “on demand” basis. The BESSD shall guarantee a **minimum system availability of 95%** on annual basis. The BESSD shall pay the liquidated damages for shortfall if any to GUVNL. Amount of such liquidated damages shall be twice the Capacity Charges for the capacity not made available.
The Monthly Average Availability shall be calculated for each month. On the basis of monthly Availability, average of each month taken for calculation of Annual Average Availability. While considering Annual Average availability, only lesser than 95% or up to 95% Monthly Average Availability to be added to derive the Annual Average Availability. The illustration is provided as under,

Illustration:

RfS for Procurement of 500 MW/ 1000 MWh Projects of Battery Energy Storage Systems with in Gujarat under Tariff-based Competitive Bidding (Phase-VI)	RfS No. GUVNL/BESS/Phase VI dated : 17.01.2025	Page 15 of 121
--	--	----------------

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

2. Availability of the Project shall mean the ability of the BESS to execute a function i.e. charging or discharging, when called upon to do so, as per the schedule or signal provided by the off-taker, subject to the minimum system ratings specified herein. In addition, the BESSD shall also demonstrate, on annual basis, 100% of the minimum dispatchable Capacity of the BESS as required under Clause 8.1.e.4 below.

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

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

where,

System Availability in a time-block=

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

Where,

- i refers to the i^{th} time-block in the Month where Scheduled Injection/Drawl $MU_i \neq 0$.
- Actual Injection/Drawl MU_i is the Actual Scheduled for Charging/Discharging in the i^{th} time block, in MUs
- Scheduled Injection/Drawl MU_i is the Energy Scheduled for

Charging/Discharging in the i^{th} time block, in MUs

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

System Monthly availability shall be calculated as per above, and System Annual Availability shall be calculated as illustrated in 8.1 (e).1 The liquidated damages for system availability below 95% shall be settled on monthly basis and if it is not able to settle in the same/ current month, it will be carried forward for settlement in subsequent month(s).

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

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

System Roundtrip Efficiency =

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

Where,

j refers to the jth month in a year;

$D \neq 0$;

$D \leq 2 \times E_{\text{bess}} \times (MD_{n-1} - (MD_{n-1} - MD_n) \times j/12) \times (\text{Number of days in the } j\text{th month}) / RtE_g$; E_{bess} refers to Energy Rating specified in Clause 8.1.b. above;

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

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

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

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

Point of Interconnection.

Note:

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

or

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

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

Year	Min. Dispatchable Capacity at the end of Year (as a % of Capacity at the Beginning of Life/Final COD)
1	97.50%
2	95.00%
3	92.50%
4	90.00%
5	87.50%
6	85.00%
7	82.50%
8	80.00%
9	78.50%
10	75.00%
11	72.50%
12	70.00%

5. The nameplate ratings shall be achievable during discharge for the full range of environmental conditions at the project site when the battery is fully charged. In any case, the BESS shall be capable of being discharged at reduced power levels from that specified above. However, the energy discharged from the battery shall not require to be greater than the nameplate watt-hour rating specified herein. For example, during the end of the 3rd Year after COD, the energy scheduled For discharge from 500 MW capacity shall be more than or equal to $500 \times 0.925 \times 2 = 925$ MWh.
6. SLDC in consultation with GUVNL shall, in accordance with Applicable Laws and Regulations thereunder, issue instructions to the BESSD on behalf GUVNL for dispatch of electricity to the Grid during such period and in such volume as it may specify in its instructions. The BESSD shall clearly specify the maximum recovery times required to restore the BESS for functional availability between duty cycles. The maximum allowed cooling time between Charge to Discharge or Discharge to charge would be 1 hr. However, for one

cycle recovery time shall not be more than 2 hours.

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

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

- In addition to above, the BESSD shall also submit Available energy Test Report for the Project capacity as per IEC 62933-2-1 on Annual basis.
- It shall be the responsibility of the BESSD to make periodic replacements/replenishments of system capacities (to ensure annual guaranteed system ratings), if and when required, up to the Term of the Contract. Outage time as a result of replacement will also be counted as an "Accountable BESS Outage" for the purpose of computing BESS Availability.

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

8.2 Shortfall in meeting Performance Criteria

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

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

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

$$\text{Liquidated damages} = (A - B) \times C \times D \times 2 ; n = 12$$

where,

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

RfS for Procurement of 500 MW/ 1000 MWh Projects of Battery Energy Storage Systems with in Gujarat under Tariff-based Competitive Bidding (Phase-VI)	RfS No. GUVNL/BESS/Phase VI dated : 17.01.2025	Page 19 of 121
--	--	----------------

B is Actual Annual System Availability, as calculated as per Clause 8.1.e.2 above;
C is BESS Power Capacity;
D is Capacity Charges/MW/month as discovered through bidding process;
n is the no. of months.

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

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

9 Commissioning of Projects

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

9.1 Part Commissioning

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

However, the SCD will not get altered due to part commissioning. Irrespective of dates of part commissioning or full commissioning, the BESPA will remain in force for a period as per Clause 21.3 of the RfS.

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

- a) The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on 18 months from the Effective Date of BESPA for up to 250 MW BESS capacity and 24 Month for more than 250 MW BESS capacity. (for e.g. if Effective Date of the BESPA for up to 250 MW BESS is 05.07.2025, then SCD shall be 05.01.2027 or Effective Date of the BESPA for more than 250 MW BESS is 05.07.2025, then SCD shall be 05.07.2027).
- b) The maximum time period allowed for commissioning of the full Project/Contracted Capacity with applicable liquidated damages, shall be limited to the date as on 9 months from the SCD or the extended SCD (if applicable).

- c) In case of delay in commissioning of the Project beyond the SCD until the date as per Clause 9.2.b. above, as part of the liquidated damages, the total PBG amount for the Project shall be en-cashed on per-day-basis and proportionate to the balance capacity not commissioned. For example, in case of a Project Capacity of 150 MW capacity, if commissioning of 100 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: $PBG \text{ amount} \times (100/150) \times (18/270)$. For the purpose of calculations of the liquidated damages, 'month' shall be considered consisting of 30 days.
- d) As an alternative to the above encashment of PBG, the BESSD may choose to make a payment of the amount corresponding to the liquidated damages, directly to GUVNL. The BESSD shall intimate to GUVNL, its chosen alternative out of the two options, within 10 business days of intimation of the liquidated damages to the BESSD, as calculated by GUVNL. In case no response is received from the BESSD until the lapse of the above deadline, GUVNL may en-cash the PBG for the amount as per the liquidated damages. In case the Developer chooses to make necessary payments in lieu of the liquidated damages, the said payment shall be credited to GUVNL's account through NEFT payment, no later than 5 business days from the above intimation by the BESSD. In case of non- payment by the developer within the above deadline, the PBG will be en-cashed by GUVNL on the next business day.
- e) In case Commissioning of the Project is delayed beyond the date as per Clause 9.2.b above, the BESPA capacity shall stand reduced/amended to the Project/Contracted Capacity commissioned, the entire PBG will be en-cashed by GUVNL, and the BESPA for the Project shall stand terminated for the balance un-commissioned capacity.
- f) It is clarified that for the purpose of commissioning, the Project Capacity shall refer to the rated capacity of the Energy Storage System as declared by the BESSD in the BESPA. Any reduction in the Project/Contracted Capacity on account of Clause 9.2.d & e. above, will have no bearing on the obligation of the BESSD to provide the Project/Contracted Capacity as per the BESPA.
- g) It is to be noted that delay in commissioning / operationalization of the BESS charging source shall not be admissible among the factors warranting an extension in SCD of the Project.

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

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

- i. The BESSD has complied with the complete application formalities as per Clause 7.8 above,
- ii. The BESSD has adhered to the applicable Regulations/Procedures in this regard as notified by the GERC/STU, and
- iii. The delay in grant of connectivity by the STU and/or delay in readiness of the

substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the STU network, is a factor attributable to the STU/transmission licensee and is beyond the control of the BESSD;

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

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

11 Early Commissioning

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

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

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

If the BESS capacity is not off taken by GUVNL upon early commissioning, BESSD shall arrange for any augmentation of the Battery capacity to meet the capacity criteria mentioned at the time of SCD (i.e. dispatchable capacity on SCD date shall be 100% of the contracted capacity) and to maintain the capacity at the end of every year as indicated in Clause 8.1(e). 4. of the RfS. Subject to the provisions of the BESPA, in case of early commissioning, if BESSD sells any capacity to a third party, the BESSD will have to again demonstrate 100% of Contracted Capacity (as per the Commissioning Procedure) to GUVNL from the date of commencement of off-take of capacity by GUVNL.

SECTION 3. STANDARD CONDITIONS OF CONTRACT

12 Obtaining RfS Documents

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

13 Cost of Documents & Bid Processing Fees

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

The bank details of GUVNL are as under

Name of Bank – State Bank of India.

Bank Account No. – 41548514316.

IFSC CODE - SBIN0001946.

GST NO. : 24AACCG2861L1ZK. PAN: AACCG2861L.

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

14 Project Scope & Technology Selection

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

15 Connectivity with the Grid

Please refer Clause 7 of the RfS.

RfS for Procurement of 500 MW/ 1000 MWh Projects of Battery Energy Storage Systems with in Gujarat under Tariff-based Competitive Bidding (Phase-VI)	RfS No. GUVNL/BESS/Phase VI dated : 17.01.2025	Page 23 of 121
--	--	----------------

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

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

- a. No Objection (NOC)/Environmental clearance (if applicable) for the Project.
- b. Forest Clearance (if applicable) for the land for the Project.
- c. Approval for water from the concerned authority (if applicable) required for the Project.
- d. The BESSD shall abide by applicable Supreme Court Orders and MNRE's Guidelines on "Retrofitting of transmission lines and wind turbines to avoid bird collision in Great Indian Bustard (GIB) habitats of Rajasthan & Gujarat", vide OM No. 238/2/2019-Wind dated 22nd Feb 2019, and subsequent amendments and clarifications thereof
- e. Any other clearances as may be legally required, in order to establish and operate the Project.
- f. Necessary approval(s) of CEIG.

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

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

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

17 Bank Guarantee towards Earnest Money Deposit (EMD)

- 17.1** Earnest Money Deposit (EMD) of **INR 5,00,000 / MW** (Rupees Five lakh only/MW) per Project in the form of Bank Guarantee according to Format 7.3A and valid for 09 months from the last date of bid submission, shall be submitted by the Bidder along

RfS for Procurement of 500 MW/ 1000 MWh Projects of Battery Energy Storage Systems with in Gujarat under Tariff-based Competitive Bidding (Phase-VI)	RfS No. GUVNL/BESS/Phase VI dated : 17.01.2025	Page 24 of 121
--	--	----------------

with their bid, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the en-cashed amount shall include all applicable taxes.

- 17.2** The Bidder shall furnish the Bank Guarantees towards EMD from the list of banks notified by Government of Gujarat vide **GR No. FD/MSM/e-file/4//2023/4020/DMO dated 11.03.2024** as amended or replaced from time to time for acceptance of Bank Guarantee as Security Deposit and Performance Security, as amended or replaced from time to time.

List of Banks The list of Banks shall be as per Finance Dept. GR No. FD/MSM/e-file/4//2023/4020/DMO dated 11.03.2024 as amended or replaced from time to time.

The presently applicable list is as under,

(A) Guarantees issued by following Banks will be accepted as SD/EMD on permanent basis: **All National Banks.**

(B) 1. AXIS BANK, 2. A U Small Finance Bank, 3. Bandhan Bank, 4. City Union Bank, 5. CSB Bank, 6. DBS Bank India Limited, 7. DCB bank, 8. Equitas Small Finance Bank, 9. Federal Bank, 10. HDFC BANK, 11. HSBC Bank, 12. ICICI Bank, 13. IDBI Bank, 14. IDFC First Bank, 15. IndusInd Bank, 16. Jana Small Finance Bank, 17. Karnataka Bank, 18. Karur Vyasa Bank, 19. Kotak Mahindra Bank, 20. South Indian Bank, 21. Tamilnadu Mercantile Bank, 22. Utkarsh Small Finance Bank, 23. The Ahmedabad Mercantile Co-operative Bank Ltd., 24. Nutan Nagrik Sahakari Bank Ltd., 25. Rajkot Nagarik Sahakari Bank Limited, 26. Sarswat Co-Operative Bank, 27. SVC CoOperative Bank, 28. The Cosmos So- op. Bank, 29. The Gujarat State Co-Operative Bank, 30. The Mehsana Urban Co-operative Bank Ltd, 31. The Surat District Co-Operative Bank, 32. The Surat People Co-Operative Bank, 33. The Kalupur Commercial Co-Op. Bank, 34. Baroda Gujarat Gramin Bank, 35. Saurashtra Gramin Bank

The EMD shall be valid as per the timelines stipulated above. However, shortfall in the EMD validity, if any, up to a period of seven (7) days shall be acceptable. Further, an additional shortfall only in the following cases shall be acceptable: If the bidder has submitted the EMD with validity as per original bid submission date or as per any revised submission date, and if the deadline for submission of bids has been extended further, the Bid Guarantee shall be acceptable provided, the EMD is valid for more than two months from the actual date of bid submission and the Bidder submits the EMD extension for the requisite period within seven days from the date of actual bid submission, if required.

- 17.3** GUVNL has agreed to accept the EMD in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that the EMD Bank Guarantee shall be en-cashable for being appropriated by GUVNL in terms of the guarantee as in the case of appropriation of the cash deposit lying with GUVNL.

RfS for Procurement of 500 MW/ 1000 MWh Projects of Battery Energy Storage Systems with in Gujarat under Tariff-based Competitive Bidding (Phase-VI)	RfS No. GUVNL/BESS/Phase VI dated : 17.01.2025	Page 25 of 121
--	--	----------------

17.4 Forfeiture of EMD:

The BG towards EMD shall be en-cashed by GUVNL in following cases:

- a. If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;
- b. In case, GUVNL offers to execute the BESPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 22 of the RfS or does not execute the BESPA within the stipulated time period;
- c. If after issuance of LOI, it is found that the documents furnished by the bidders as part of response to RfS are misleading or misrepresented in any way;
- d. If the bidder fails to furnish required PBG in accordance with Clause 19 of the RfS

17.5 The Bank Guarantee have to be executed on non-judicial stamp paper of Rs.300/-.

RfS for Procurement of 500 MW/ 1000 MWh Projects of Battery Energy Storage Systems with in Gujarat under Tariff-based Competitive Bidding (Phase-VI)	RfS No. GUVNL/BESS/Phase VI dated : 17.01.2025	Page 26 of 121
--	--	----------------