

21. FORMAT OF LTA

.....

[NAME OF THE PROJECT]

LONG TERM AGREEMENT

BETWEEN

POWERGRID

AND

.....

[NAME OF THE SUCCESSFUL BIDDER]

[Note: This format of LTA is tentative, the same shall be discussed and suitably finalized during Clarification meetings held in First Stage with Qualified bidders.]

Date: ____/____/2026

LONG TERM AGREEMENT

For the BESS Projects

This LONG-TERM AGREEMENT (hereinafter referred to as "LTA") is made on the day of of Two Thousand Twenty Six.

BETWEEN:

M/s. Power Grid Corporation of India Limited, a company registered under the Companies Act, 1956 and having its registered office at B-9, Qutab Institutional Area, Katwaria Sarai, New Delhi-110016, (hereinafter called "POWERGRID", which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns) of the **ONE PART**,

AND

M/s., a company having its registered office at (hereinafter referred to as "**LTA Partner**" which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns) of the **OTHER PART**,

("POWERGRID" and "**LTA Partner**" are individually referred to as the "Party" and collectively as the "Parties")

The following documents shall constitute this LTA between the Parties, and each shall be read and construed as an integral part of this LTA:

PART - I

1. This LTA and the Appendices thereto.

PART - II

2. "Bidding Documents" comprising of the following:
 - (a) Volume -I of Bidding Documents, read in conjunction with Amendments to to the Bidding Documents.
 - (b) Volume -II of Bidding Documents comprising of Technical Specifications.

PART - III

3. Bid Submitted by the LTA Partner.

(Only relevant extracts are attached herewith for easy reference. Should the circumstances warrant, the original Bid along with the enclosures thereof, shall be referred to.).

WHEREAS:

1. M/s. POWERGRID intends to participate for selection of Battery Energy Storage System Developer (BESSD) for establishing (hereinafter referred to as the "Project") floated by Bid Process Coordinators (hereinafter referred to as the "BPC") under Tariff Based Competitive Bidding (TBCB) on Build, Own, Operate and Transfer (BOOT) basis.
The successful bidder in the RFPs of BPC shall be required to acquire 100% equity in the SPV from the BPC. The Projects generally involves scope of work as placed at Part – II to this LTA (for reference purpose), which may vary Project wise under Project Specific Agreements.
2. To facilitate the Party of the ONE PART in submitting Competitive bids to the BPC, it has undertaken Invitation for Bids (IFB) through Domestic Competitive Bidding under Two Stage Bidding Procedure vide Package :- __title_____, Spec No:-_____, for selection of L1 bidder for signing of this Long Term Agreement for Design, Supply, Erection, Testing & Commissioning of 500 MW/ 1000 MWh Battery Energy Storage System across India on Site Destination basis for Category-A (2-hour BESS) Battery Energy Storage System Package.
3. Whereas in terms of the provisions of the Bidding Documents Spec No.:, this Long Term Agreement is being signed by POWERGRID and other Party qualified and has emerged as the successful L1 bidder for "Design, Supply, Erection, Testing & Commissioning of 500 MW/ 1000 MWh Battery Energy Storage System across India on Site Destination basis for Category-A (2-hour BESS) Battery Energy Storage System Package, through Domestic Competitive Bidding under Two Stage Bidding Process.
4. The Party of the OTHER PART, has also declared that they shall **not** participate in Request for Selection (RFS) process of the Bid Process Coordinator (BPC) as a bidding company directly or indirectly through their Subsidiaries, Partnership, Ownership, Individual firm or Consortium and also shall not supply to or support any other bidder/ developer for the BESS projects for which Party of the FIRST PART intends to participate and has issued a request for price reduction/negotiation with the the Party of the OTHER PART .
5. The Party of the OTHER PART is determined to be qualified, techno-commercially responsive (pursuant to clarification meetings), lowest evaluated Bidder having requisite capacity and capability to perform the LTA for the Package mentioned at para 3.0 above as per the provisions of the Bidding Documents.

6. This **LONG TERM AGREEMENT** is accordingly being executed between the Party of the ONE PART and the Party of the OTHER PART for participation, by the Party of the ONE PART, in tariff bidding carried out by BPC for the BESS Projects under TBCB route. This LTA shall be in force for a period of 12 months from the date of signing of OR until 1 GWh of capacity under this LTA, whichever is earlier. If the 1 GWh capacity is not exhausted within 12 months, the LTA may be extended by up to agreed period (max of 12 months) with mutual written consent.
7. Both the Parties will jointly make efforts to secure various BESS projects across India. Both the Parties shall accordingly engage on a mutual basis to explore opportunities for optimization of project cost. The Party of the ONE PART may also seek discount from Party of OTHER PART for any specific RfS project on their Base Rate in the interest of winning the project, the Party of OTHER PART is strictly bound to exclusivity provisions as per clause 15 below and elsewhere defined in the Bidding Documents.
8. The Party of the OTHER PART may also offer a discount to their Base Rate in the interest of winning the project which can be accepted by the Party of ONE PART. After such an exercise, the finalized Rate of the Party of the OTHER PART shall form the basis of bid of the Party of the ONE PART to BPC for the scope of work to be executed by Party of the OTHER PART in the event the Party of ONE PART emerges successful in tariff bidding.
9. In case the Party of the ONE PART gets the Letter of Intent (LOI) for the Project by the BPC, pursuant to its RFP, Party of ONE PART shall issue Notification of Award (NOA) to the Party of the OTHER PART and subsequently binding **Project Specific Agreement** shall be executed between the Party of the ONE PART / the SPV and the Party of the OTHER PART for [Name of the Package] under Spec. No. [Specification No.] within 28 days of issuance of NOA.

NOW THEREFORE, in consideration of the above, the following understanding is mutually agreed upon by and between the Parties for entering into a Long Term Agreement for [Name of the Package] under Spec. No. [Specification No.] as follows:

10. **Responsibilities of POWERGRID (the Party of the ONE PART) under LTA**

- i. The Party of the ONE PART will notify The Party of the OTHER PART and share all relevant documentation when Party of the ONE PART intends to participate in a Request for Selection (RfS) issued by BPC
- ii. The Party of the ONE PART shall submit its competitive bid against the RFP issued by BPC for the Project in association with the Party of the OTHER PART based on its finalized Rate for the scope of work to be executed by the Party of the OTHER PART.
- iii. In case the Party of the ONE PART is awarded LOI by the BPC for the Project, the Party of ONE PART shall issue Notification of Award (NOA) to the Party of the OTHER PART and subsequently Party of the ONE PART / the SPV will enter a **Project Specific Agreement** with the Party of the OTHER PART within 28 days of issuance of NOA

11. Responsibilities of “.....” [insert abbreviated name of the party] (also referred as the LTA Partner) (the Party of the OTHER PART) under LTA

- i. The Party of the OTHER PART undertakes that the declaration of non-participation, as contained in its bid, shall be valid for the term of this LTA and The Party of the OTHER PART is strictly bound to Exclusivity provisions as per clause 15 below and elsewhere defined in the Bidding Documents.
- ii. The Party of the OTHER PART undertakes to exclusively support and associate with the Party of the ONE PART in its bid preparation for the scope of work to be executed by the Party of OTHER PART. The Party of OTHER PART agrees to collaborate on real-time price reductions/negotiation during electronic Reverse Auctions (e-RA) conducted by the BPCs
- iii. The Party of the OTHER PART undertakes to maintain the highest standard of professional and ethical competence, integrity and also maintain strict confidentiality of all the reports, discussions, data, information such as maps, diagrams, plans, statistics, plans, designs, reports, drawings and supporting records or material documents or software furnished by the Party of the ONE PART/the SPV and further the Party of the OTHER PART shall neither use the same for purposes unrelated to tariff bidding process/contract nor disclose or share with any third party without the consent of the

Party of the ONE PART / the SPV. The Non-Disclosure Agreement (NDA) contained in the bid of The Party of the OTHER PART shall be binding for the term of this LTA.

- iv. In the event, the Party of the ONE PART is not awarded the LOI by the BPC, the Party of the OTHER PART shall not have any claim whatsoever on the Party of the ONE PART and the LTA shall stand as per the provisions of Clause 17 of this LTA.
- v. The Party of the OTHER PART undertakes that breach of any of the above responsibilities / obligations on his / its part shall result into immediate termination of LTA, forfeiture of the CPG and exclusion of The Party of the OTHER PART for a period of 1 year from future tenders/contracts of The Party of the ONE PART as per the extant policy .

12. **Exchange of Information & Completeness**

Each Party shall exchange with the other Party in a timely manner all necessary information required by the other Party, so as to give full and timely effect to the provisions of the LTA.

13. **Confidentiality**

Each Party shall be under obligation to keep the information, documents and matters related to this LTA including finalized bid price in strict confidence and bind all of its employees/associates/consultants and subcontractors to keep in strict confidence all information, documents received directly or indirectly from the other Party under this LTA and shall not at any time, disclose such information, documents to any third party without prior written consent of the other Party. However, neither party shall disclose information, documents and matters related to this LTA including finalized bid price during tariff bidding stage.

14. All reports and relevant data such as maps, diagrams, plans, statistics, designs, reports, drawings and supporting records or material documents or software furnished by the Party of the ONE PART/the SPV to the Party of the OTHER PART shall not be used by the Party of the OTHER PART & shall not be disclosed or shared with any third party without the consent of the other Party. However, the Party of the OTHER PART, **under no circumstances what-so-ever**, shall disclose reports and relevant data such as maps,

diagrams, plans, statistics, plans, designs, reports, drawings and supporting records or material documents or software etc. during tariff bidding stage and during LTA tenure.

15. Exclusivity:

Any specific opportunity for which the Party of the ONE PART intends to participate/associate with the Party of the OTHER PART and/or requested price reduction/ negotiations from the Party of the OTHER PART, the Party of the OTHER PART shall maintain exclusivity as per following:

- (i) the Party of the OTHER PART shall not submit an independent bid for the Request for Selection (RfS) issued by BPC for BESS Project(s), either directly or through any related entity.
- (ii) the Party of the OTHER PART shall not supply to or support any other bidder/ developer for the same RfS.
- (iii) Exclusivity applies only to the specific RfS identified in the request for price reduction/negotiation. It does not prevent the the Party of the OTHER PART from independently pursuing other BESS projects for which Party of the ONE PART has not issued a request for price reduction/negotiation.
- (iv) Breach of exclusivity shall result in immediate termination of LTA, forfeiture of the CPG and exclusion of the the Party of the OTHER PART for a period of 1 year from future tenders/contracts of Party of the ONE PART as per the extant policy.

16. Amendments

This LTA shall be amended only with the mutual agreement of both the Parties which shall be in writing and signed by the duly authorized representatives of both the Parties.

17. Terms of Long Term Agreement (LTA)

- a) The LTA shall be valid Upto 12 months from the date of LTA signing, OR until award of 1 GWh of capacity for Category-A (2-hour BESS) Battery Energy Storage System Package under LTA, whichever is earlier. LTA remains valid for sequential/partial allocations until the aggregate cap hits 1GWh.

b) LTA does NOT guarantee any minimum quantity. Project specific agreements (PSA) will be entered into only when POWERGRID wins a bid/ places award for scope of work covered under that project.

c) If the 1 GWh capacity is not exhausted within 12 months, the LTA may be extended by up to agreed period (max of 12 months) with mutual written consent.

d) Base RATE = Indian Rs _____/MWh (*i.e. the unit rate in INR/MW/hr derived in accordance with ITB 39.1 in BDS, forming the reference for the scope of work for execution of various TBCB BESS projects across India for which POWERGRID intends to participate. This Base Rate shall serve the basis upon which project specific price reduction/negotiation shall be sought with the the Party of the OTHER PART for participating in various tariff bidding by BPC*).

e) Within twenty-eight (28) days after signing of this LTA, the Party of the OTHER PART shall furnish the performance security for 1% (One percent) of the total 'estimated procurement value' i.e. Base Rate under the LTA. The CPG shall be released 90 (Ninety) days after satisfactory completion of LTA.

f) As brought out at Clause 10 above, In case the Party of the ONE PART is awarded LOI by the BPC for the Project, the Party of ONE PART shall issue Notification of Award (NOA) to the Party of the OTHER PART and subsequently Party of the ONE PART / the SPV will enter a **Project Specific Agreement** with the Party of the OTHER PART within 28 days of issuance of NOA. The awarded capacity will then be deducted from the remaining 1 GWh available under this LTA. The said adjustment shall however not take into account the change in quantities during execution (if any) due to quantity variation provisions..

18. If radical changes in the underlying RfS technical/commercial specifications alter the original baseline framework, price adjustments may be negotiated after mutual agreement between the Parties and subject to approval from the Party of the ONE PART

19. Termination of this LTA or any connected PSA will be governed by Clause 36 of THE PARTY OF THE ONE PART 's General Conditions of Contract (GCC) and Special Conditions of Contract (SCC), covering both Employer's Convenience and Contractor's Default.

20. The failure of any Party to enforce at any time any of the provisions of this LTA shall in no way be construed to be a waiver of such provision, nor in any way affect the validity of this LTA or any part hereof.

21. Any correspondence/notice to be given hereunder by any Party to the other Party shall be sent by Registered Letter / Speed Post / Facsimile / Courier at the address mentioned below:

i. POWERGRID

_____(CS)
Power Grid Corporation of India Ltd.
"Saudamini", Plot No. 2, Sector - 29
Gurgaon. Haryana.
PIN-122001

Telephone No(s).: +91-124-.....
Fax No(s).: +91-124-
Email:

Kind Attention:

ii.

.....
.....
.....
.....
Telephone No(s).:
Fax No(s).:
Mobile No.:
Email:
Kind Attention:

22. All expenses towards formulation and implementation of this LTA and other activities related to the LTA and during execution of this LTA shall be borne by the respective Parties as applicable.

23. If any terms / clauses of this LTA are determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or clause of this LTA.

24. Integrity Pact

Under the Integrity Pact Program (IPP), a panel of Independent External Monitors (IEMs) comprising Sh. Bishwamitra Pandey, Sh. Madan Mohan Bhatia and Sh. R. Govindrajan has been appointed by CVC. Correspondence[#], if any, to the panel of IEMs be addressed to the following:

Independent External Monitor
C/o CGM (CS-P&S), Contract Services department
Power Grid Corporation of India Limited,
'Saudamini', 3rd Floor,
Plot No. - 2, Sector - 29,
Gurgaon - 122001, Haryana

E-mail IDs of IEMs:
vishwamitram1@gmail.com
mmbhatia2001@yahoo.com
rgrvig@gmail.com

In witness whereof POWERGRID and through their authorized representatives have executed these present on the DAY, month and year first mentioned above.

For

Power Grid Corporation of India Limited

Name:

Designation:

Address: POWERGRID, Plot No. 2,
Sector-29, Gurgaon,
Haryana-122001

For

Witnesses:

1)

2)

Name:

Witnesses:

Designation:

1)

Address:

2)

List of Appendices:

1.Integrity Pact

2.Safety Pact

3..... etc.