Request for Selection (RfS) Document for setting up of 40 MW/80MWh Standalone Battery Energy Storage Systems in Kolkata under Tariff-Based Competitive Bidding RfS No. ED(PM)/2025-26/266,

Tender Search Code on ISN-ETS: CESC-2025- TN000001

Issued By: CESC Limited CESC House, Chowringhee Square, Kolkata-700001)

Addendum-15 Date: 15.11.2025

Sr. No	Reference	Existing Clause	Revised Clause							
NO										
1.	RfS Clause 20.3	5								
2.	RfS	New Annexure – I	Draft Right-to-Use Agreement to be added							
	1	BESPA								
1.	BESPA Clause 13.1.1	13.1.1 The occurrence and/or continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by CESC of its obligations under this Agreement, shall constitute an BESSD Event of Default: (iv) change in controlling shareholding before the specified time frame as mentioned in Article 4.1.1 of this Agreement; or (v) occurrence of any other event which is specified in this Agreement to be a material breach/ default of the BESSD.	13.1.1 The occurrence and/or continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by CESC of its obligations under this Agreement, shall constitute an BESSD Event of Default: (iv) change in controlling shareholding before the specified time frame as mentioned in Article 4.1.1 of this Agreement (v) any breach of terms of the Right to Use Agreement; or (vi) occurrence of any other event which is specified in this Agreement to be a material breach/ default of the BESSD.							

RIGHT TO USE AGREEMENT

This **RIGHT TO USE AGREEMENT** ("Agreement") is made and entered into on this [Day] of [Month], [Year] (the "Effective Date").

BY AND BETWEEN:

CESC LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at CESC House, Chowringhee Square, Kolkata-700001 (hereinafter referred to as "CESC", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns).

AND

BESSD, a company existing under the Companies Act, 2013, having its registered office at **[Address]**, having its principal place of business at **[Address of BESSD]** (hereinafter referred to as "**BESSD**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns).

(CESC and BESSD are hereinafter individually referred to as a "Party" and collectively as the "Parties".)

RECITALS

- A. CESC is procuring battery energy storage capacity from a Battery Energy Storage System ("BESS") for a period of twelve (12) years from the scheduled commissioning date or the date of full commissioning of the BESS project, whichever is later, in accordance with the terms of Battery Energy Storage Purchase Agreement ("BESPA") entered between the Parties.
- B. BESSD has been selected by CESC to develop, install, own, operate, maintain and transfer the BESS project in accordance with the Request for Selection ("RfS").
- C. The Parties shall concurrently execute a comprehensive BESPA.
- D. To facilitate the BESS project, CESC agrees to grant BESSD a limited, non-exclusive, and revocable right-to-use and a right-to-access (collectively, the "**Right-to-Use**") over the designated land parcel solely for setting up, operating, and maintaining the BESS project as per the terms of the BESPA and this Agreement and BESSD accepts such Right-to-Use subject to the strict adherence of the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the BESPA, the Parties hereby agree as follows:

1. GRANT OF RIGHT TO USE AND ACCESS

1.1. **Grant of Right**: Subject to BESSD's strict and continuous compliance with all terms and conditions of this Agreement and the BESPA, CESC hereby grants to BESSD a limited, revocable, non-exclusive Right-to-Use to the- parcel of land situated at the **New Cossipore Generating station** ("NCGS") and is near the **New Cossipore Substation** ("NCSS") as mentioned in RfS (the "Site") for the sole and exclusive purpose of

developing, operating, and maintaining the BESS project. The Right to Use does not constitute a lease or tenancy and does not convey any proprietary or ownership interest in the Site. Any breach or default by the BESSD under this Agreement shall entitle CESC to forthwith terminate the Right to Use and this Agreement, without prejudice to any other remedies available under law or contract. The detail of the identified Site is enclosed as Annexure-1 to this Agreement.

- 1.2. **Term:** The Right-to-Use shall commence on **[insert Commencement Date]** and shall continue for a period co-terminous with the term of the BESPA, that is, twelve (12) years from the later of (i) the scheduled commissioning date or (ii) the actual date of full commissioning of the BESS project, unless terminated earlier in accordance with the provisions of this Agreement or the BESPA. Upon expiry or earlier termination of this Agreement or the BESPA, the Right to Use shall automatically cease, and all rights shall revert to CESC without further act.
- 1.3. **Cost of Use:** The Right-to-Use is granted by CESC to BESSD for the entire Term without any cost or fee, but in consideration for the services and asset transfer obligations stipulated in the BESPA.
- 1.4. **Permitted Use:** The Site shall be used by BESSD only for the BESS and related applications necessary for the successful erection, commissioning, operation, and maintenance of the BESS project under the BESPA. Any ancillary use requires the prior written consent of CESC, which may be withheld at its sole discretion.

2. SITE CONDITION, AVAILABILITY, AND DEVELOPMENT

- 2.1. **Site Availability:** CESC shall make the Site available to BESSD with preliminary demarcation upon the signing of this Agreement on an "as is/where is" basis. BESSD confirms that it has inspected the Site including but not limited to land boundaries, condition and suitability for the BESS project and accepts the same without reservation.
- 2.2. **BESSD's Scope of Site Development:** The entire scope of Site development, and all associated costs and liabilities including obtaining and maintaining all permits, licenses and approvals, shall be the sole responsibility and scope of BESSD. This includes, but is not limited to:
 - (a) Tree and bush cutting (as per relevant law), clearing and grubbing.
 - (b) Demolition of obstacles, both overground and subsoil obstacles / structures, during construction / commissioning of BESS will be under BESSD's scope. as per RfS & clarifications uploaded.
 - (c) Site filling, grading, and all other necessary civil works required to facilitate the commencement of construction activities at the BESS project site.
 - (d) Construction of a boundary wall as per CESC's specifications.
 - (e) Construction of an approach road up to the main entrance of the project site, which must be certified by BESSD as capable of handling the load of the requisite fire tenders and all other equipment required for operation, maintenance and emergency response.

- (f) Construction of the balance of plant (**BOP**) and necessary facilities.
- (g) Installation of power/control cable trenches; the cable trench route shall be subject to the final approval of CESC after consultation with BESSD.
- (h) Removal of scrap materials, structures, waste and debris, as applicable. And
- (i) Such other works, activities, and ancillary actions as may be necessary for, or incidental to, the performance of BESSD's obligations under the BESPA and this Agreement.
- 2.3. **Non-Hindrance to CESC Activities:** All development, construction, and operational activities by BESSD must not, under any circumstances, hinder, obstruct, or compromise the operations or activities of CESC being undertaken at NCSS and NCGS. CESC shall have the right to immediately suspend BESSD's site activities if a hindrance or security risk is perceived by CESC. Any damages caused to any CESC's property by BESSD during erection, commissioning, maintenance period (BESPA period), the BESSD shall, at its own cost and risk, promptly rectify or make good such damage to the satisfaction of CESC.
- 2.4. **Scrap Ownership and Disposal:** All scrap materials generated during the Site development activities (clearing, demolition, etc.) shall be the exclusive property of CESC. BESSD shall collect and dispose of such scrap materials to an identified space near the BESS site as directed by CESC, solely at the BESSD's risk and cost.

3. ASSET OWNERSHIP AND REVERSION

- 3.1. **BESS Ownership During Term:** The BESS and all associated equipment erected on the Site shall remain the sole asset and property of BESSD for the duration of the twelve (12) year Term, subject to the transfer obligations under Clause 3.2.
- 3.2. **Automatic Reversion and Transfer**: Upon the expiration of the twelve (12) year Term or on early termination of the BESPA:
 - (a) Full and unencumbered ownership and title of the entire BESS asset, including all associated civil and electrical works, shall automatically, unconditionally, and irrevocably transfer to CESC at a nominal consideration of Re. 1/- (Rupee One only).
 - (b) BESSD shall handover the operation of the BESS asset to CESC in fully operational and commercially acceptable condition, as per RfS & BESPA.
 - (c) The Right-to-Use granted hereunder shall simultaneously terminate, and the Site shall automatically revert to the full, exclusive, and unencumbered control of CESC.
 - (d) BESSD shall be responsible for the full and final demobilization of its personnel and any other non-transferred equipment from the site within [Number] days of the Term expiry.

4. ACCESS, SAFETY, AND INSURANCE

- 4.1. **CESC Access:** CESC shall have absolute, free, and unrestricted access to the Site and the BESS site at any point of time without prior notice for any purpose, including, but not limited to, inspection, audit, safety checks, operational coordination, or security reviews. BESSD shall ensure the Site and BESS site remain fully accessible to CESC at all times as a mandatory condition for the continuation of this Right-to-Use.
- 4.2. **Physical Security and Safety**: The physical security, safety, and all associated liabilities of the Site and the BESS site shall be the sole and exclusive responsibility of BESSD throughout the Term, as per the terms of the RfS. BESSD shall be liable for any lapse in security or safety leading to damage or loss to CESC or third parties. CESC may issue directions in writing regarding safety or statutory compliance which the BESSD shall comply with promptly.

4.3. Fire Safety Measures:

- (a) BESSD shall implement and maintain mandatory fire safety measures for the BESS project site in strict accordance with relevant statutory standards, codes, and any additional requirements imposed by CESC.
- (b) BESSD shall provide suitable means, such as fire barriers, between the switchyard (of NCSS and CESC) and the BESS to ensure adequate safety in terms of Annexure-A of the RfS, subject to CESC's satisfaction and final approval.
- 4.4. **Insurance Obligations:** Insurance obligations covering all necessary risks, including but not limited to fire, damage, and third-party liability, during the operational period shall be in the sole scope and responsibility of BESSD as per the requirements of the RfS and the BESPA. BESSD shall name CESC as an additional insured party on all relevant policies and provide continuous proof thereof to CESC.

5. INDEMNIFICATION AND LIABILITY

- 5.1. **Indemnity:** BESSD shall, at all times, indemnify, defend, and hold harmless CESC, its directors, officers, agents and employees or affiliates (or their officers, directors, agents or employees), (the "**Indemnified Parties**") from and against any and all claims, demands, liabilities, costs, expenses, and damages (including legal fees and disbursements) arising out of or in connection with:
 - (a) Any breach of this Agreement or the BESPA by BESSD.
 - (b) Any use or occupation of the Site by BESSD.
 - (c) Any negligence, misconduct, or wilful act or omission of BESSD or its agents, contractors, or employees.
 - (d) Any failure by BESSD to comply with applicable laws, standards, or permits, particularly concerning safety and environment.
 - (e) Any loss of or damage to property or injury/death to any person caused by BESSD's operations.

5.2. This indemnity shall survive the termination or expiry of this Agreement.

6. GOVERNING LAW AND JURISDICTION

- 6.1. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of India.
- 6.2. **Exclusive Jurisdiction**: In the event of any dispute, claim, or difference arising out of or relating to this Agreement, including its execution, validity, interpretation, or termination, the Parties agree that the Courts in Kolkata, West Bengal, India, shall have exclusive jurisdiction to adjudicate such matters, to the exclusion of all other courts.

7. GOVERNING AGREEMENT

- 7.1. The BESSD shall adhere to all the requirements of the BESPA and the RfS and technical requirements as set out in Annexure-A of the RfS.
- 7.2. **Hierarchy**: This Agreement is an integral part of the overall transaction contemplated under the RfS and the BESPA. In the event of any conflict or inconsistency between the provisions of this Agreement and the BESPA, the terms of the BESPA shall prevail. Should any conflict arise between this Agreement or the BESPA and the RfS, the terms that grant greater rights or protection to CESC shall prevail.

8. COSTS

8.1. The BESSD shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/ levied on the BESSD, contractors or their employees that are required to be paid by the BESSD as per the applicable law in relation to the execution of this Agreement.

9. ASSIGNMENT

The BESSD shall not, under any circumstances, assign, transfer, sub-license, mortgage, or otherwise encumber any of its rights, interests, or obligations in respect of the Site or this Agreement, whether in whole or in part, without the prior written consent of CESC.

10. OTHER TERMS

The following of the BESPA Clause 17.1 (Amendment), Clause 17.2 (Third Party Beneficiaries), Clause 17.3 (Waiver), Clause 17.4 (Confidentiality), Clause 17.5 (Severability), and Clause 17.6 (Notices), shall apply mutatis mutandis to this Agreement, to the extent applicable.

IN WITNESS WHEREOF, the Parties hereto have executed this Right to Use Agreement as of the Effective Date.

FOR AND ON BEHALF OF CESC LIMITED	FOR AND ON BEHALF OF BESSD				
Signature:	Signature:				
Name:	Name:				
Designation:	Designation:				
WITNESSES:					
1. [Name and Address]					
2. [Name and Address]					

Request for Selection (RfS) Document for setting up of 40 MW/80MWh Standalone Battery
Energy Storage Systems in Kolkata under Tariff-Based Competitive Bidding RfS No. ED(PM)/2025-26/266 dated 30.07.2025

Issued By: CESC Limited CESC House, Chowrlnghee Square,

Kolkata-700001)

Addendum-4 Date: 17.09.2025

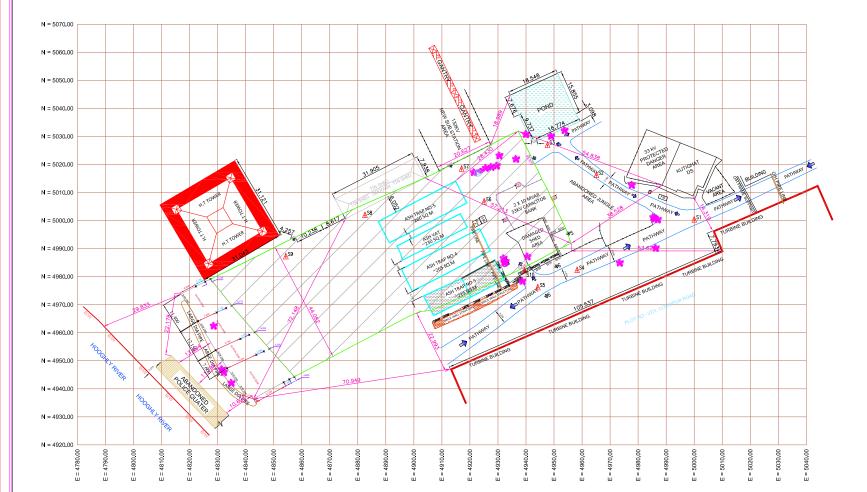
Annexure - 1



20 TRENCH-02

REFERENCE POINT :

ALFERENCE FOINT						
SL.NO	NORTHING	EASTING	R.L.			
S1	5000.000	5000.000	10.045			
S2	5015.906	4965.116	10.120			
S3	5026.654	4947.681	10.029			
S4	4982.024	4958.224	10.243			
S5	4975.821	4944.234	10.267			
S6	5006.409	4925.061	10.065			
\$7	5018.130	4917.026	10.194			
S8	5001.610	4882.557	10.229			
S9	4986.883	4854.342	10.280			
S10	4981.934	4939.414	10.390			



Note: The site plan (sl. no. 2) enclosed in the Annexure-D of the RfS has been revised. This layout may be consdiered for any future reference. Site area has been modified to 5000 sq.m. from 5800 sq.m. due to technical reasons.

AREA STATEMENT :- (As per our Measurement) ea of Land = ~5000 Sq.mt

GENERAL NOTES :-

- 1. ALL DIMENSIONS ARE IN METER: OTHERWISE STATED.

2. ALL CO-ORDINATES TAKEN VALUE ARE ARBITRARY, THERE ARE N = 5000.0, E = 5000.0

LAND DETAIL'S	NEW COSSIPORE GENERATING STATION PREMISES NO28 , JHEEL ROAD, KOLKATA -700002								
OWNED BY	CESC LIMITED								
TITLE:	LAND MEASUREMENT WITH SITE PLAN								
REF :-	QUOTATION APPROVED 0	FIELD WK. DATE: 07 & 08 AUG-25							
DWG. NO	CFP/SUR//17/25-26	FINAL DRAWING	DRAWN BY		D. Basu (Civil Engg.)				
REVISED FI	LED WORK & REV DRAWIN	SCALE		GNETIC ORTH	SHEET SIZE				
		1:400	*		REV-03				
	SING. OF THE OWNE				A2 (594 x 420)				

