

BID INFORMATION SHEET(NIT)

(A)	Name of Work/ Brief Scope of Work/ Job	Selection of Battery Energy Storage Developers for setting up of cumulative capacity of 1250 MW/5000 MWh (1250 MW x 4 hrs.) Standalone Battery Energy Storage System in the selected project locations in Andhra Pradesh, for 'on Demand' usage under Tariff-Based Competitive Bidding. Each Project shall be separately bid, evaluated and awarded. The projects will be set up under Build Own Operate (BOO) Model
(B)	RfS No. & Date	Tender Search No: APCPDCL-2026-TN000004 Tender No: APPCC/BESS-02/2026-27 Dated: 07/10/2026
(C)	Procurer	Andhra Pradesh Power Coordination Committee (APPCC) acting for and on behalf of the APDISCOMs (APCPDCL, APEPDCL & APSPDCL)
(D)	Type of bidding system	Single Stage Bidding with Two Envelopes [Technical and Financial], followed by e-Reverse Auction conducted separately for each Project
(E)	Type of RfS/ tender	E - Tender
(F)	Contract period	BESPA term: 12 years from the Scheduled Commissioning Date or the date of full commissioning of the Project.
(G)	Document fee/ cost of RfS document (non-refundable)	Amount of INR 3,00,000/- (Indian Rupees Three Lakhs Only) + 18% GST (non-refundable) Cost of the Tender to be paid through Net Banking/ NEFT/ RTGS/ IMPS to the account details as mentioned at (Q). Payment details shall be sent to the emails mentioned at (O) and (P) for permitting the bidders to download bid documents.
(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 DD/ BG/ POI/Insurance Surety Bond
(I)	Performance Bank Guarantee	Bidders selected by APPCC based on this RfS shall submit Performance Bank Guarantee (PBG) for a value of INR 10,00,000/- (Rupees Ten Lakhs only) per MW shall be submitted in the form of DD/ BG/ POI/Insurance Surety Bond, prior to signing of Battery Energy Storage Purchase Agreement (BESPA) as per terms of RfS.
(J)	Pre-bid meeting	As per date & time mentioned on ISN-ETS portal. Bidders shall submit their queries to APPCC through email (addressed to: cgm-pp.vja@aptransco.gov.in , Prabhakar.p@aptransco.gov.in , yamseemohan.gu@aptransco.gov.in on or before pre-bid

		meeting.
(K)	Offline & online bid- submission Deadline	Online submission of Techno-Commercial Bid and Price Bid: As per the date & time mentioned on ISN-ETS portal. Hard copy submission of Techno-Commercial Bid: Within 2 working days after the bid submission date.
(L)	Techno-Commercial bid opening	As per date & time mentioned on ISN-ETS portal.
(M)	E-Reverse Auction (e- RA)	Date and time of e-RA will be informed to the eligible bidders through email/ISN-ETS portal.
(N)	Contact details of ISN-ETS portal	ISN Electronic Tender Services Pvt .Ltd 1001 City Court, MG Road, Gurugram- 122002, India. Support Desk: +91-124-4229071, 4229072: Email: support@isn-ets.com , admin@isn-ets.com Mon-Fri: 9am to 6pm on all working days except on Govt. Holidays.
(O)	Name, Designation, Address and other details (For Submission of Response to RfS)	Andhra Pradesh Power Coordination Committee Attn: Sri. Dande Rajendra Prasad, Chief General Manager (Power Purchase & Legal), APPCC Vidyut Soudha, Gunadala, Vijayawada - 520 004, Andhra Pradesh Email: cgm-pp.vja@aptransco.gov.in
(P)	Details of persons to be contacted in case of any assistance required	In case of submission of the tender/content of RFS document: General Manager (Power Purchase & Legal), APPCC Email: Prabhakar.p@aptransco.gov.in Contact no: +91 9676425333 Contact Person: Deputy General Manager (ESS), APPCC Email: vamseemohan.gu@aptransco.gov.in Contact no: +91 9493120085
(Q)	Bank Account, GST and PAN details of APPCC	The account details for online payment are as below: Name of Bank : State Bank of India Bank Account no.39024857551 IFSC Code:SBIN0016576 CIN : U40108AP2019SGC113717 PAN : AATCA0874A GSTIN : 37AATCA0874A1ZO
	Date of bid document available in ISN-ETS portal	From 07.10.2026 at 22:00 Hrs

	Pre-bid meeting	22.10.2026 at 11:00 Hrs	
	Last date of receiving pre-bid quires	p22.10.2026 at 17:00 Hrs	
	Last date of Bid-submission	23.11.2026 at 17:00 Hrs	
	Bid- submission due date	23.11.2026@ 17:00 Hrs	
	Opening of technical bids	24.11.2026 @ 15:00 Hrs	
Proposed Project site(s) /location(s) for setting up of 1250 MW/5000MWh BESS capacity in AP			
	Project	Name of the Substation /Project	Proposed BESS Capacity (MW/MWh)
	Project 1	RTPP to be connected to 400 kV Substation	500 MW / 2,000 MWh
	Project 2	Talaricheruvu RE Project to be connected to 220 kV Pooling Substation	250 MW / 1000 MWh
	Project 3	NP Kunta RE Project to be connected to 220 kV Substation	500 MW / 2000 MWh

Prospective Bidders are requested to visit: ISN-ETS Portal, (<https://www.bharat-electronictender.com>) for complete Tender details and to download Bidding documents. Updates for further notices/amendments/clarifications/Time lines or other relevant information issued in this regard, if any, shall also be made available in the same portal.

Sd/-

Chief General Manager/PP&L

APPCC

**To be executed on Rs. 500 Stamp paper.
Draft RoU:**

Model AGREEMENT (RIGHT TO USE)

This right to use agreement ("Agreement") is made and executed on this ____ day of _____ by and between:

Land Owning Entity/DISCOMs (Legal Name of the Entity) (CIN: _____) a Company registered under the provisions of the Companies Act, 2013 having its registered office at (Address of the Land Owning Entity/DISCOMs) (Hereinafter referred to as the "First Party which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its nominees, successors, "representatives, administrators and assigns) acting through its duly authorized representative _____ (Authorised signatory along with designation from Land Owning Entity/DISCOMs) being party of the **FIRST PART.**

AND

M/s _____ [BESSD] (CIN: _____) Company registered under the provisions of the Companies Act, 2013 having its registered office at _____

_____ (Hereinafter referred to as the "Second Party" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its nominees, successors, representatives, administrators and assigns) acting through its duly authorized representative _____, Age: _____ years Resident of _____ is authorized vide board resolution dated _____ being party of the **SECOND PART.**

The First Party, and the Second Party are hereinafter collectively referred to as the "Parties" and sometimes individually as "Party".

WHEREAS the First Party is having clear and valid possession of land admeasuring _____ hectare equivalent to _____acre situated _____, (hereinafter referred to as the ("**Demised Property**") more particularly detailed and described in the *Annexure-A* attached herewith this Agreement.

AND WHEREAS the First Party has acquired rights of the land by way of allotment order/letter where _____ EHT SS situated in _____ District for which the details mentioned in the Annexure-B attached herewith this Agreement.

AND WHEREAS the First Party has identified the Demised Property for setting up of _____MW/_____MWh Battery Energy Storage System (BESS) ("Project") and to carry out all activities and uses incidental or ancillary thereto and entitled to grant right to use the Demised Property to Second Party for establishing BESS project as per the decision of APPCC.

AND WHEREAS the First Party has agreed to provide the _____acre of land and described as Demised Property as per Annexure-A, for setting up of _____MW/_____MWh Battery Energy Storage System (BESS) awarded to the Second Party. The Second Party has been selected as a successful bidder under Section 63 of the Electricity Act through a competitive bid organized by AP Transco _____. Further the above Project is awarded to the Second Party by M/s AP Transco vide LoA No._____.

AND WHEREAS in order to develop the Project, the First Party has agreed to grant the right to use the Demised Property in favor of the Second Party and the Second Party has agreed to take the right to use the Demised Property at an annual rent of Rs. 1/- (Rupees one per Annum per acre only) throughout the Right to Use term (as defined hereunder).

NOW, THEREFORE, IN ORDER TO SUBSTANTIATE AND RECORD THE TERMS AND CONDITIONS OF THE AGREEMENT AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND FOR OTHER GOOD VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. That in consideration of the First Party granting right to use the Demised Property to the Second Party from the signing of this agreement till the 6 months post the completion of terms of APDiscoms procurement agreement with Second Party ("**Right to Use Term**") for more clarity, the right to use term shall include (i) Development period (i.e. SCOD within 18 months from effective date of BESPA and SCOD extensions if any), (ii) Tenure of the BESPA (ie. 12 years from SCOD), and (iii) 6 months period to vacate the land and to hand over to Land Owning Entity/DISCOMs.
2. The Second Party shall remunerate the First Party, an amount equivalent to Rs. 1 (one) per annum per acre towards rent ("**Right to Use Rent**") payable to the First Party under this Agreement. Further the due date of annual payments of this agreement shall be within 30 days before closure of financial year.

3. That the Second Party shall have right to use the Demised Property, however, all other rights (including but not limited to leasehold/freehold rights, and sublease) shall always remain vested with the First Party.
4. That the rights of the Second Party under this Agreement shall be limited to use the Demised Property to develop the Project and to raise construction thereon in accordance with the sanctioned lay-out/approval granted by the AP Utilities, perform the erection, maintenance and operation.
5. That the First Party shall always be responsible and continue to deposit land revenue or other taxes if any, levied on the Demised Land.
6. The Second Party acknowledges and agrees that it shall be solely responsible for obtaining all statutory or regulatory approvals, clearances, permissions, licenses, or permits ("Approvals") of this project. The First Party shall not, under any circumstances, be held liable for any failure by the Second Party to obtain such Approvals.
7. The Second Party agrees that the settlement of any disputes, claims, actions, demands, or proceedings with public/statutory bodies, local authorities, state authorities, or any other relevant entities ("Disputes") pertaining to BESS Project shall be the sole responsibility of the Second Party.
8. The Second Party hereby indemnifies and holds harmless the First Party, its officers, directors, employees, agents, representatives, and properties, from and against any and all claims, actions, demands, proceedings, prosecutions, attachments, liabilities, damages, losses, expenses, penalties, taxes, or charges arising out of or in connection with this project.
9. That it is specifically and categorically agreed between the Parties that Second Party may, for financing of the Project, create encumbrance over its Project assets and assign its rights under this project in favour of lenders/security trustee for the benefit of lenders except land under this agreement.
10. That the First Party shall not do any act or omission which may prevent the Second Party from using the Demised Premises for the Project.
11. In the event when both the parties mutually agree to terminate the Agreement, on account of force majeure or any other reason, termination shall take effect from the date and time to be agreed upon mutually.
12. This agreement shall be governed by & construed in accordance with the laws of India. Any dispute or difference arising out of this agreement shall be amicably settled between the parties. Any legal proceedings in respect of any matters, claims or disputes under this Agreement shall be under the jurisdiction of APERC/Courts in Andhra Pradesh.
13. The Second Party shall handing over the land in clean and clear condition after completion of BESPA period after due handling of BESS waste in accordance with the "e-waste (Management and Handling) Rules, 2016" and subsequent amendments.
14. That all costs and expenses towards the execution of this Agreement shall be borne by the Second Party.

Note: This is a model/ specimen RoU agreement, will be changed/modified as per the requirements of AP Transco / AP Discoms at the time of execution.

**IN WITNESS WHEREOF THIS AGREEMENT HAS BEEN EXECUTED BY PARTIES
HERETO ON THE DATE, MONTH AND YEAR MENTIONED HEREIN ABOVE.**

FIRST PARTY	SECOND PARTY
FOR Land Owning Entity/DISCOMs & Project (No)_____	For _____[BESSD]
WITNESS 1	WITNESS 1
WITNESS 2	WITNESS 2

Annexure-A

(Details of the Demised Property such as Land Coordinates, Area, Layout, Complete address, Survey nos. Sketch of the land etc.)

Annexure-B

(Govt. Order/letter Details of the leased Deed)

**Request for Selection (RfS) Document
for Setting up of
1,250 MW/ 5,000 MWh for 4 hrs.
Battery Energy Storage System (BESS)
in Andhra Pradesh
Under
Tariff-Based Competitive Bidding (TBCB)
on BOO Model**

Tender Search Code: APCPDCL-2026-TN000004

Tender No: APPCC/BESS-02/2026-27

Issue Date: 07-Oct-2026

ISSUED BY

**Andhra Pradesh Power Coordination Committee
(APPCC) (On Behalf of APDISCOMs)**

Vidyut Soudha, Gunadala, Vijayawada – 520 004, Andhra
Pradesh, India

Email: cgm-pp.vja@aptransco.gov.in

DISCLAIMER

1. The information contained in this Tender, including but not limited to this Tender Document, the Battery Energy Storage Purchase Agreement (BESPA) and any other documents or information provided to the Bidder/s, whether verbally, in writing or in any other form, by or on behalf of the Andhra Pradesh Power Coordination Committee (APPCC) acting for and on behalf of the Andhra Pradesh Distribution Companies (APDISCOMs), or by its employees or advisors, is provided to Bidder/s on the terms and conditions set out in this Tender Document.
2. This Tender Document is not an agreement and is neither an offer nor an invitation by APPCC to the Bidder/s or to any other Person. The purpose of this Tender Document is to provide the Bidder/s with information that may be useful to them in the preparation and submission of their Bid/s. This Tender Document includes statements which reflect various assumptions and assessments arrived at by APPCC and its advisors in relation to the procurement of energy storage capacity from Battery Storage Projects. Such assumptions, assessments and statements do not purport to contain all the information that the Bidder/s may require.
3. The information contained in this Tender Document may not be appropriate for all Persons, and it is not possible for APPCC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each Person who reads this Tender Document. The assumptions, assessments, statements and information contained in this Tender Document may not be complete, accurate, adequate or correct. Each Bidder should therefore conduct its own investigations, survey, assessment, techno-economic feasibility study and analysis, and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender Document.
4. The information provided in this Tender Document to the Bidder/s covers a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. APPCC, its employees and advisors, accept no responsibility for the accuracy or otherwise of any interpretation or opinion on laws expressed in this Tender Document. Bidder/s are required to verify the legal position and statement of law at their end before participating in the Bid Process.
5. APPCC, the APDISCOMs and their respective employees and advisors make no representation or warranty and shall have no liability to any Person, including any Bidder/s, under any law, statute, rules or regulations, or in tort or otherwise, for any loss, damage, cost or expense which may arise from, or that may be incurred or suffered on account of, anything contained in this Tender Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of this Tender Document and any assessment, assumption, statement or information contained herein or deemed to form part hereof or arising in any way.
6. APPCC, the APDISCOMs and their respective employees and advisors also accept no liability of any nature, whether resulting from negligence or otherwise, however caused, arising from reliance by any Bidder/s upon the contents of this Tender Document.

7. It shall be deemed that, by submitting a Bid, each Bidder agrees and releases APPCC, the APDISCOMs and their respective employees, agents and advisors, irrevocably, unconditionally, fully and finally, from any and all liability for any claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or the performance of any obligations under this Tender Document and/or in connection with the Bid Process, to the fullest extent permitted by applicable law, and waives any and all rights and/or claims it may have in this respect, whether actual or contingent and whether present or future.
8. APPCC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessments, statements or assumptions contained in this Tender Document. The issue of this Tender Document does not imply that APPCC is bound to qualify any Bidder or to award any capacity to any Bidder. APPCC reserves the right to reject all or any of the Bid/s without assigning any reason whatsoever.
9. The statements and explanations contained in this Tender Document and in any other document are intended to provide the Bidder/s with an understanding of the subject matter of this Tender Document and should not be construed or interpreted as limiting in any way or manner the obligations of the Successful Bidder/s that will be set out in the Project Agreements, or APPCC's right to amend, alter, change, supplement or clarify the scope of the Projects or the terms of this Tender Document. Consequently, any omissions, conflicts or contradictions in this Tender Document (including this Tender and the BESPAs) shall be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by APPCC.
10. The Bidder/s shall bear their own costs associated with or relating to the preparation and submission of their Bid/s, including copying, postage and delivery charges and expenses associated with any demonstrations or presentations which may be required by APPCC, and any other costs incurred in connection with or relating to their Bid/s. All such costs and expenses will be borne by the Bidder/s, and APPCC, the APDISCOMs and their respective employees and advisors shall not be liable in any manner whatsoever for such costs and expenses, regardless of the conduct or outcome of the Bid Process.
11. Though adequate care has been taken while preparing this Tender Document, the Bidder/s shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder before the pre-bid meeting notified in the Notice Inviting Tender (NIT), it shall be considered that this Tender Document is complete in all respects and has been received by the Bidder/s.
12. APPCC may, at its own discretion, suspend, postpone, withdraw or annul the Bid Process at any stage without assigning any reason thereof, and the Bidder/s, by participating in the Bid Process, agree to the same and undertake not to raise any objection in this regard.

Place: Vijayawada

Date: 07-Oct-2026

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BID INFORMATION SHEET

The brief details of the RfS are as under:

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(E)	Type of RfS/ tender	E – Tender
(F)	Completion/ Contract period	BESPA term: 12 years from the Scheduled Commissioning Date or the date of full commissioning of the Project, whichever is later. Scheduled Commissioning Date: 24 months from the Effective Date of the BESPA in the case of Project-1 and Project-3, and 18 months in the case of Project-2. Further details as mentioned in RfS Document
(G)	Document fee/ cost of RfS document (non-refundable)	Amount of INR 3,00,000/- (Indian Rupees Three Lakhs Only) + 18% GST (non-refundable) Cost of the Tender to be paid through Net Banking/ NEFT/ RTGS/ IMPS to the account details as mentioned at (Q). Payment details shall be sent to the emails mentioned at (O) and (P) for permitting the bidders to download bid documents.
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		Prabhakar.p@aptransco.gov.in , vamseemohan.gu@aptransco.gov.in on or before pre-bid meeting.
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(L)	Techno-Commercial bid opening	As per date & time mentioned on ISN-ETS portal.
(M)	E-Reverse Auction (e- RA)	Date and time of e-RA will be informed to the eligible bidders through email/ISN-ETS portal.
(N)	Contact details of ISN-ETS portal	ISN Electronic Tender Services Pvt .Ltd 1001 City Court, MG Road, Gurugram– 122002, India. Support Desk : +91-124-4079496, Email: support@isn-ets.com , admin@isn-ets.com Mon-Fri: 9am to 6pm on all working days except on Govt. Holidays.
(O)	Name, Designation, Address and other details (For Submission of Response to RfS)	Andhra Pradesh Power Coordination Committee Attn: Sri. Dande Rajendra Prasad, Chief General Manager (Power Purchase & Legal), APPCC Vidyut Soudha, Gunadala, Vijayawada – 520 004, Andhra Pradesh Email: cgm-pp.vja@aptransco.gov.in
(P)	Details of persons to be contacted in case of any assistance required	In case of submission of the tender/content of RFS document: General Manager (Power Purchase & Legal), APPCC Email: Prabhakar.p@aptransco.gov.in Contact no: +91 9676425333 Contact Person: Deputy General Manager (ESS), APPCC Email: vamseemohan.gu@aptransco.gov.in Contact no: +91 9493120085
(Q)	Bank Account, GST and PAN details of APPCC	The account details for online payment are as below: Name of Bank : State Bank of India Bank Account no.39024857551 IFSC Code:SBIN0016576 CIN : U40108AP2019SGC113717 PAN : AATCA0874A GSTIN : 37AATCA0874A1ZO

- 1) Bid/s submitted without the Cost of Tender Document and/or Cost of Application Fee and/or Bid Security shall be liable for rejection by APPCC. The original payment particulars of the cost of tender shall be submitted along with the other hard copies, and a copy of the payment particulars shall be submitted for online technical bid submission.
- 2) Information regarding this notification shall be updated on the ISN-ETS portal.

Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfS document through the from ISN-ETS Portal <https://www.bharat-electronictender.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 APDISCOMs Website as well (<https://apcpdcl.in> <https://www.apeasternpower.com> & <https://apspdcl.in>)

SECTION 1. INTRODUCTION & INVITATION FOR BIDS

1. Background & Introduction

- 1.1 The Andhra Pradesh Power Coordination Committee (hereinafter called "APPCC") is the body constituted for coordination of power procurement on behalf of the Andhra Pradesh Distribution Companies, namely Andhra Pradesh Central Power Distribution Corporation Limited (APCPDCL), Eastern Power Distribution Company of Andhra Pradesh Limited (APEPDCL) and Southern Power Distribution Company of Andhra Pradesh Limited (APSPDCL) (collectively, the "APDISCOMs" or "DISCOMs"). For the purposes of this Tender, APPCC is issuing this RfS as the Bid Coordinator on behalf of the APDISCOMs and shall coordinate and administer the bidding process, including issuance of the Tender, management of bidder communications, bid evaluation, conduct of the e-Reverse Auction and issuance of the Letter of Award. The Battery Energy Storage Purchase Agreement shall be executed between the APDISCOMs and the Successful Bidder. APPCC shall not be a party to the Battery Energy Storage Purchase Agreement and shall not purchase or resell any capacity or energy under this RfS.
- 1.2 With various global developments in technology and manufacturing, Renewable Energy (RE) has become the most affordable and cheapest source for meeting the energy requirements. Initial capacities have been successfully integrated to the grids so far, but with increasing penetration of RE in the energy mix, further capacity addition is expected to face issues due to variable nature and supply-demand mismatch.
- 1.3 The above aspects rightly point out to the next course of direction of energy planning methodology-integrating Energy Storage Systems (ESS) with existing and upcoming RE capacity in order to optimize generation mix while also better utilizing the transmission infrastructure. With respect to increasing the storage component in the energy mix, CEA's Report on identification of usage of storage as business case and for ancillary services, identifies Pumped Hydro Storage System (PSP) and Battery Energy Storage Systems (BESS) as the commercially deployed solutions for providing requisite storage capacity. CEA's Report on Optimal generation capacity mix for the year 2029-30 (Version 2.0), released in April, 2023, envisages a total installed Battery Energy Storage capacity of 41,650 MW/208,250 MWh on all India level as part of the installed capacity in 2029-30. This will be in addition to 18,986 MW of Pumped Hydro Storage System envisaged to be a component of the all India installed capacity in 2029-30.
- 1.4 Going forward, the planning process for transition to a green energy mix in the country would entail integrating the planned Renewable capacity into India's energy grid while ensuring its safety and reliability. Apart from Pumped Hydro Storage Plants, BESS are envisaged to be significant element of the future grid with increased share of renewable energy in accordance with the target of 500 GW of non-fossil-based capacity to be installed by 2030. Energy Storage Systems (ESS) are necessary to address this challenge by storing excess energy when not needed and supplying it during peak demand periods. As reliance on RE increases, the grid experiences stress during evening and morning peaks when sufficient RE is not

available, necessitating additional power dispatch. ESS plays a vital role in successfully integrating RE into the grid and assisting grid operators in managing these fluctuations in demand and RE supply. ESS connected to solar pooling stations also help in maximizing the capacity utilization of RE transmission systems.

- 1.5 The Government of Andhra Pradesh has designated the Chief General Manager (Power Purchase & Legal), Andhra Pradesh Power Coordination Committee (APPCC), as the authorized representative of the APDISCOMs and Lead Procurer for matters relating to power procurement and resource adequacy. Accordingly, APPCC, through the Chief General Manager (Power Purchase & Legal), shall issue and administer this RfS on behalf of the APDISCOMs, undertake all correspondence with bidders, developers and competent authorities, conduct and administer the bidding process, issue Letters of Award, engage consultants and legal counsel, and perform all acts necessary for implementation of this procurement. APPCC shall act solely as the authorized representative of the APDISCOMs and shall not be a party to the BESPA.
- 1.6 In view of the above, APPCC hereby invites proposals for setting up of Grid-connected Projects of Standalone Battery Energy Storage System (BESS), for a cumulative capacity of 5,000 MWh (1,250 MW x 4 hrs.), comprising three Projects, being 500 MW / 2,000 MWh at Dr. M.V. Ramana Reddy Rayalaseema Thermal Power Plant (RTPP), 250 MW / 1,000 MWh at Talaricheruvu RE Project and 500 MW / 2,000 MWh at NP Kunta RE Project, at the locations set out in Clause 4.8 and Annexure E of this RfS. Each Project shall be separately bid, separately evaluated and separately awarded, and the tariff shall be discovered independently for each location through e-Reverse Auction. The State DISCOMs shall enter into a BESPA with the successful Bidder for each Project, for providing Energy Storage facility to DISCOMs on an "on-demand basis" as per the instructions of SLDC/DISCOMs as per the terms, conditions and provisions of the RfS and BESPA.
- 1.7 Battery Energy Storage System Developers (hereinafter referred to as BESSDs) selected by APPCC 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 BESPA.
- 1.8 The Bidders will be free to avail fiscal incentives such as Accelerated Depreciation (AD), concessional customs duty, tax holidays, subsidies, grants, incentives, exemptions and other fiscal benefits, if any, available for the Project. The same shall not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all Bidders at the time of bidding itself, it shall be the responsibility of the Bidder to assess and avail such benefits. No claim shall arise on APPCC, APTRANSCO or the DISCOMs on account of the non-availability of, delay in obtaining, withdrawal of, or inability of the Bidder to avail any such fiscal incentive, and the same shall not constitute a ground for revision of the Applicable Tariff or Capacity Charges. APPCC, APTRANSCO and the DISCOMs do not make any representation regarding the availability, eligibility or continuation of any such fiscal incentive and submission of Bid by the Bidder shall be independent of the availability or non-availability thereof.
- 1.9 This RfS has been structured on a non-VGF basis and the Bidders shall submit their Bids on the assumption that no Viability Gap Funding ("VGF"), capital subsidy, grant

or other financial assistance from the Government of India, Government of Andhra Pradesh or any Government Authority is available for the Project.

- 1.10 Notwithstanding Clause 1.9 above, in the event any VGF, capital subsidy, grant or other financial assistance is sanctioned, allocated, approved, released, disbursed or otherwise made available to the Project, directly or indirectly, (i) pursuant to any request, proposal or communication submitted by the Government of Andhra Pradesh to the Government of India or the Ministry of Power for allocation of VGF or similar financial support for Battery Energy Storage System projects in Andhra Pradesh, or (ii) under any scheme of the Ministry of Power, Government of India, Government of Andhra Pradesh, including the Green Energy Corridor Phase-III Programme or any successor, replacement or similar scheme, whether before or after Financial Closure, Commercial Operation Date or during the Term of the BESPA, the entire benefit of such support shall be passed through to the Procurers by way of a corresponding reduction in the Applicable Capacity Charges in accordance with Clause 40.9 of this RfS and the corresponding provisions of the BESPA.
- 1.11 The BESSD shall take all reasonable actions and execute all documents necessary issue for availing any such VGF, capital subsidy, grant or financial assistance that becomes available to the Project and shall not decline, waive or otherwise forego such benefit without the prior written approval of APPCC/DISCOMs.

1.12 Guidelines for Implementation of the RfS

This RfS document has been prepared based on "Guidelines for Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services" notified in Gazette Notification CG-DL-E-11032022-234077 dated 10th March 2022 issued by the Ministry of Power (MoP), Govt. of India, and their subsequent amendments and clarifications issued thereto until the bid submission deadline for this RfS. This RfS is issued under Section 63 of the Electricity Act, 2003 read with the said Guidelines. The capacity charges discovered through the bidding process under this RfS shall be placed by the DISCOMs before the Andhra Pradesh Electricity Regulatory Commission for adoption under Section 63 of the Electricity Act, 2003.

2. 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 DISCOMs and the Bidder/BESSD shall be governed by the RfS Documents/Agreements signed between DISCOMs 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. ISN Electronic Tender Services Pvt. Ltd. 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. ISN Electronic Tender Services Pvt. Ltd, 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 APPCC at the address given on the Bid Information Sheet from 10:00 hours to 17:00 hours on all working days.

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. ISN Electronic Tender Services Pvt. Ltd directly, as and when required, for which contact details are also mentioned on the Bid Information Sheet. APPCC in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of the Bidding Documents.

- 2.3 Bidders should submit their bid proposal complete in all aspects on or before the last date and time of Bid Submission as mentioned on ISN-ETS Portal (<https://www.bharat-electronictender.com/>), as indicated in the Bid Information Sheet.
- 2.4 Bidder shall submit bid proposal along with Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Bid proposals received without the stipulated RfS Document Fees, and EMD, will be rejected. In the event of any date indicated the Bid Information Sheet being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein.
- 2.5 RfS documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats, etc. can be downloaded from the ISN-ETS bidding portal. It is mandatory to download official copy of the RfS Document from ISN-ETS bidding portal to participate in the Tender. Any amendment(s) /corrigendum(s) /clarification(s) with respect to this RfS documents 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 bidding portal website.
- 2.6 APPCC shall conduct e-Reverse Auction (e-RA) as per the provisions of this RfS document. APPCC 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.
- 2.7 APPCC has issued this RfS as the Bid Coordinator, acting on behalf of and as the authorised representative of the DISCOMs. APPCC is not a party to the BESPA and shall not purchase or resell any capacity or energy under this RfS. APPCC may develop a suitable monitoring mechanism, to monitor the implementation and analyze the performance of the Project and carry out random checks to verify compliance of quality standards.
- 2.8 **Interpretations**
 - a. Words comprising the singular shall include the plural & vice versa.

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

SECTION 2. SPECIAL CONDITIONS OF CONTRACT

3. Scope of Work

- 3.1 Under this RfS, the BESSD shall be required to set up, operate and maintain a Battery Energy Storage System (BESS), with the primary objective of making the energy storage facility available to State DISCOMs/ SLDC for charging/discharging of the BESS, on an "on demand" basis. Detailed criteria for performance are elaborated in Clause 8 of the RfS.
- 3.2 Setting up of the BESS and interconnection of the BESS with the State Transmission Utility (STU) network and entire Operation & maintenance including safety of the equipment / personnel will be under the scope of the Battery Energy Storage System Developer (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 Battery Energy Storage System (BESS) under this RfS and the required performance criteria under the RfS and BESP. The BESSD shall ensure that the BESS installed is of requisite quality as per best industry practices and refurbished battery cells are not used in the project.
- 3.3 Connectivity Infrastructure and Interconnection Facilities

The BESSD shall be responsible, at its own cost and risk, for development of all infrastructure required for evacuation of power and interconnection of the Project up to and including the Interconnection/Delivery Point, unless expressly identified in this RfS as being under the scope of APTRANSCO.

The scope of the BESSD shall include, but not be limited to:

- a) all project-side electrical infrastructure, switchgear, transformers, protection and communication systems;
- b) dedicated transmission lines, underground cables, cable trenches and associated equipment from the BESS to the Interconnection Point;
- c) bay extension works, interconnection facilities, metering infrastructure, protection systems and associated works required for connectivity to the APTRANSCO/STU network;
- d) payment of all costs, charges, deposits, supervision charges and expenses payable to APTRANSCO/STU or any other authority for grant of connectivity and establishment of interconnection facilities;
- e) operation and maintenance of all facilities developed by the BESSD up to the Interconnection Point.

Where APTRANSCO undertakes execution of bay extension works or any common evacuation infrastructure for system integration reasons, the expenditure for such works shall be borne by the BESSD in proportion to the capacity allocated to the Project, unless otherwise specified in this RfS.

- 3.4 Scheduling of Charging and Discharging of the system will be under the scope of SLDC/DISCOMs. The State DISCOMs will provide required power for charging BESS considering minimum 'system efficiency' under the RfS/BESSPA.

4. Total capacity offered and Project sizing

- 4.1 Selection of BESS Projects for a total capacity of 1,250 MW/ 5,000 MWh, comprising Two Projects of 500 MW / 2,000 MWh each and One Project of 250 MW / 1,000 MWh respectively, to be installed at the locations identified in Clause 4.8 and Annexure E will be carried out through e-bidding followed by e-Reverse Auction process, conducted separately for each Project. APPCC may allot additional capacity of up to 25% of the Project Capacity at L1 tariff under green shoe option as per Clauses 4.9 and 5.5.
- 4.2 The land area corresponding to each substation shall be allocated to the BESSD based on the BESS capacity proposed to be installed at the respective substations/locations, as detailed in [Annexure E](#).
- 4.3 The selection of BESSD will be carried out based on the Tariff / Annualized capacity Charges offered by the Bidders. In this context, the term "Project" used anywhere in the RfS, BESPA, will solely mean the BESS, set up by the BESSD to make available the Contracted Capacity as agreed to in the BESPA.
- 4.4 Each Project shall be allocated to the lowest Qualified Bidder at a particular location/Sub-station as per the respective capacity as indicated in Clause [4.8](#) and [Annexure E](#).
- 4.5 Bidding Company, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit one single application in the prescribed format detailing all projects for which the bidder is submitting the application. Statement for the same is to be submitted as per Format for Disclosure ([Format 7.8](#))
- 4.6 The Projects shall be connected to the designated Interconnection Points as outlined in Clause [4.8](#), and the BESSDs shall be required to demonstrate the Contracted Capacity at the respective Interconnection Point.
- 4.7 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.

4.8 Project Configuration:

S. No.	Project	Name of the Substation /Project	Interconnection Points*	Proposed BESS Capacity (MW/MWh)
1	Project-1	Rayalaseema Thermal Power Plant (RTPP)	400kV Substation	500/2,000

2	Project-2	Talaricheruvu RE Project	400kV Pooling Substation 1	250/1,000
3	Project-3	NP Kunta RE Project	220kV NP Kunta Pooling Substation	500/2,000
Total Capacity				1,250/5,000

*Power evacuation infrastructure upto the interconnection point, including Bays shall be developed by BESSD.

- 4.9 **Green Shoe Capacity:** In addition to the capacities specified above, APPCC may procure additional BESS capacity of up to twenty-five percent (25%) of the capacity specified for each Project under the Clause 4.8. Accordingly, the maximum Green Shoe Capacity shall be up to 125 MW / 500 MWh for Project-1 & Project-3 and 50 MW / 200 MWh for Project-2, subject to rounding to the nearest permissible BESS block configuration under this RfS. Such Green Shoe Capacity shall form part of the Project Capacity and Contracted Capacity upon allocation by APPCC.
- 4.10 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 0.25.
- 4.11 Additionally, the BESS must be capable of being charged or discharged in blocks of either 50 MW / 200 MWh or 100 MW / 400 MWh, alone or a combination up to the total rated capacity specified at each location/ project. Each BESS block must be operated/responded independently to comply DISCOMs/SLDC instructions. For operational purposes, each BESS block will be treated as a separate project and schedules and operating instructions will be issued accordingly.

Example 1: If a Bidder installs BESS with a capacity of 500 MW / 2,000 MWh at a Project location, and the BESS is configured into five block units of 100 MW / 400 MWh each, then the system must be capable of charging or discharging each of these blocks independently.

Example 2: If a Bidder installs BESS with a capacity of 500 MW / 2,000 MWh or 250 MW/ 1,000 MWh at a Project location, and the BESS is configured into any combination of 100 MW / 400 MWh blocks and 50 MW / 200 MWh blocks aggregating to the total Project capacity, each block, irrespective of size, shall be capable of independent charging, discharging, scheduling and response to operational instructions.

5. Minimum & 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 1,250 MW/ 5,000 MWh shall be set up at the three locations, as shown in Clause 4.8 above. Each Bidder, including its Parent, Affiliate, Ultimate Parent, or any Group Company, shall submit a single bid for all projects/location they intend to participate in.

The Bidder may quote different tariffs for the different locations as identified in the Covering Letter ([Format 7.1](#) of the RfS). Financial bid evaluation & e-RA will be done individually for each location, based on the number of Bidders and capacity specified in each location.

The minimum capacity against which the bids are to be submitted by the bidders in each location shall not be less than the Capacity at each location mentioned under Clause 4.8 above. The total capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be up to 5,000 MWh, (total contracted capacity under this RfS), excluding any Green Shoe Capacity in case a bidder chooses to apply for all three of the project locations.

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 Land shall be provided through Right-of-Use basis by Land Owning Entity to the developer, **at an annual lease charge of Rs. 1 per acre per Year.**
- 5.3 The evaluation of bids shall be carried out as described in [SECTION 5](#) of RfS. The methodology for allocation of project is elaborated in [SECTION 5](#) of RfS.
- 5.4 Subject to the exception as per Clause 5.1 multiple bids from same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.
- 5.5 **Green-shoe Option:** APPCC may, at its sole discretion and without any obligation to do so, allocate all or part of the Green Shoe Capacity referred to in Clause 4.9 to the Successful Bidder of the respective Project at the final tariff discovered through the e-Reverse Auction and on the same terms and conditions as applicable to the originally awarded capacity. Exercise of the Green Shoe Option shall be subject to availability of land, connectivity feasibility, Resource Adequacy (RA) requirements, Energy Storage Obligation (ESO) requirements, approval of APERC and such other requirements as may be considered relevant by APPCC. The Green Shoe Option may be exercised by APPCC at any time prior to execution of the BESPA and shall be reflected in the Letter of Award/BESPA, as applicable.

6. Project Location

- 6.1 The total Project capacity of 1,250 MW/5,000 MWh shall be located at the three locations identified in Clause 4.8 and Annexure E, in the State of Andhra Pradesh. Land identification and allocation for the Projects will be under scope of the DISCOMs. Land will be provided on right-of-use basis to the BESSD at annual lease charge of Rs. 1 per acre per year through suitable agreement with the land owning entity.
- 6.2 The above land area will be given to the BESSD for Right of Use (ROU) and BESSD requires to submit the Right of Use (ROU) agreement along with BESPA. The above land area will be handed over to the BESSD within 60 days from Effective Date of

the BESPAs. If the land area provided seems to be inadequate for the Project, any deviation from the project capacity due to land shortage, if raised by the BESSD, will not be permitted. For avoidance of doubt, it is clarified that there is no merchant capacity allowable under this RfS.

BESS Developers (BESSDs) are advised to thoroughly assess the suitability and adequacy of the land identified and provided by APPCC during the bidding stage. No requests for reduction in project capacity or scope due to land inadequacy shall be entertained after submission of the bid.

- 6.3 The coordinates of the land boundaries of each Project parcel and the location of the associated substation are set out in Annexure E to this RfS. Bidders are advised to satisfy themselves as to the adequacy and suitability of the land so identified prior to submission of their response to RfS.

Note: Bidders are mandatorily required to upload an undertaking as specified in [Format 7.13](#) certifying that they have visited the proposed project site(s)/ location(s).

- 6.4 The Delivery Point(s) under this RfS shall be a single point as indicated in Clause [7](#). It is hereby clarified that Interconnection of the Project at any other substation is not permitted for the Project being set up under this RfS.

- 6.5 Upon expiry or termination of the BESPAs, all transmission and evacuation infrastructure developed by the BESSD up to and including the Interconnection Point, including transmission lines, underground cables, bays, switchgear, protection, control, communication and metering systems, which are interconnected with and form part of the APTRANSCO/STU network, shall vest in and be transferred to APTRANSCO free of cost and free from all encumbrances, in good operating condition, subject to compliance with applicable technical standards and acceptance by APTRANSCO. The BESSD shall, at its own cost, remove and dispose of all batteries, battery modules, containers, power conversion systems and other Project equipment not forming part of the transmission system, in accordance with Applicable Laws, including the Battery Waste Management Rules, 2022, and the Ministry of Power Guidelines for Procurement and Utilization of Battery Energy Storage Systems, as amended from time to time. The Project Site shall thereafter be restored and handed back to the Land Owning Entity within one hundred and eighty (180) days from the expiry or termination of the BESPAs

- 6.6 Substation Specific Details:

- (a) The General Arrangement (GA) drawings and Single Line Diagrams (SLDs) of the connected sub-stations/pooling sub-stations will be uploaded on the <https://www.bharatelectrontender.com>.
- (b) For approach to BESS, it is required to construct the approach road separately by the BESSD for accessing the Project, without hindering the O&M activities of respective sub-stations.
- (c) As Battery Energy Storage System is prone to fire hazard, the BESSD shall provide suitable means such as fire barrier between switchyard and BESS to avoid fire to spread from BESS to Yard equipment. The safety of the equipment / personnel related to BESS operations will be in the scope of the BESSD. APTRANSCO/DISCOMs will in no way be responsible for any loss/ damage due

to any fire accidents. Fire Hydrant system with approval from Fire Force Department, Andhra Pradesh shall be installed in the BESS area. The BESS container area shall be fitted with High mast Thermal & Surveillance Camera and streaming of the same shall be provided at Control Room of Sub Stations.

The BESSD shall be responsible for implementing comprehensive fire protection and safety measures for the BESS installation/operation, in accordance with the provisions of the applicable State/Central statutory rules/regulations.

- (d) Contact details of concerned officers from AP Utilities for the site visit are as follows:

Sl. No.	Project	Name of the Project	Contact details of the AP Utilities officers
1	Project-1	Rayalaseema Thermal Power Plant (RTPP), Muddanur	Mr. Bharath Kumar Reddy, SE/Civil, APGENCO - 9440864933
2	Project-2	Talaricheruvu RE Project	Mr. Nagaraju, EE/Civil, APSPCL -6281941042
3	Project-3	NP Kunta RE Project	Mr. Prabhudas, AEE/Civil, APSPCL - 9440647634

7. Connectivity with the Grid

- 7.1 The Interconnection Point for the Project shall be as per table below:

Sl. No.	Project	Name of the Project	Connectivity Voltage Level	Bay Availability
1	Project-1	Rayalaseema Thermal Power Plant (RTPP)	400 kV	Power evacuation infrastructure at each Project site at 400kV level for Project 1 & 220kV for Project 2 and 3 level (including Bays) shall be developed by BESSD.
2	Project-2	Talaricheruvu RE Project	220 kV	
3	Project-3	NP Kunta RE Project	220 kV	

The Project should be designed for interconnection with the STU network in accordance with the prevailing APERC/CERC regulations in this regard. For interconnection with the grid and metering, the BESSD shall abide by all rules and regulations framed under the Electricity Act, 2003 including the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other Regulations/Procedures (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA) including that from CEIG. Under this RfS, project wise voltage for interconnection at the STU shall be as indicated in the table above. All losses upto the metering point (from BESS side) shall be accounted by BESSD and the AC round-trip efficiency shall be guaranteed at the interconnection metering point.

BESSD shall also comply with the requirements mentioned in the First Time Charging (FTC) regulations/rules issued by the Government, as amended from time to time. The term "Grid network/substation wherever indicated in the RfS/BESPA shall refer

to the "STU or APTRANSCO network", wherever applicable. BESSD shall also comply with the requirements of relevant authority regarding charging and synchronization. The evacuation infrastructure at each Project location, including the bays specified in the table above, shall be ready for evacuation of power on or before the date specified against that location in the said table, being in no case later than the Scheduled Commissioning Date of the respective Project.

- 7.2 The transmission of power up to the point of interconnection where metering is done for energy accounting, shall be the responsibility of the BESSD at its own cost. The maintenance of Transmission system up to the interconnection point shall be responsibility of the BESSD, to be undertaken entirely at its own cost.
- 7.3 Connectivity has been assured to be provided to the BESSD and 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.

Note:

- i) For any clarifications pertaining to the above, prospective bidders are advised to contact APPCC. With respect to the availability of connectivity at the designated substation, the information provided by APPCC shall be considered final and binding on all bidders.
 - ii) Bidders must make note of the information pertaining to space availability at the substation.
 - iii) Tentative coordinates of the Interconnection Point may be obtained from the APPCC.
 - iv) The BESSD shall visit and familiarize itself with the Project Site, connectivity arrangements, evacuation infrastructure and other site-specific conditions prior to submission of its Bid. Submission of a Bid shall be deemed as acknowledgment that the BESSD has undertaken adequate due diligence and assessed all infrastructure and facilities required for implementation of the Project.
- 7.4 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 & all cost up to the delivery point shall be borne by the BESSD. The SLDC/Scheduling charges, connectivity and other charges shall be payable by BESSD. The BESSD shall be required to follow the Connectivity Procedure as per the applicable Regulations issued by Appropriate Regulatory Commission / CEA as amended from time to time. The Bidders have to connect to the specified STU substations for Interconnection of the Project to the Grid. Connectivity to any other Sub Stations than specified is not permissible as per this RfS.
- 7.5 For transmission of power during charging/discharging of the BESS, transmission charges and losses applicable as per the applicable regulations, beyond delivery point will be borne by DISCOMs. All expenses including wheeling charges and losses in relation to the transmission and distribution beyond the Metering Point shall be borne by DISCOMs. Applicability of the charges and losses on charging and

discharging power shall be governed as per the CERC/APERC Regulations prevailing from time to time.

- 7.6 Metering arrangement of the Project shall have to be adhered to in line with relevant clause of the BESP. All relevant parameters of energy injected and drawn by the project shall be measured and continuously recorded by means of a main meter, check meter and standby meter as per the applicable CEA metering regulations and its amendments from time to time. Power Quality Meter shall also be provided as per extant regulations.
- 7.7 The BESS shall perform 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.
- 7.8 The BESSD shall comply with all the applicable CERC/APERC Regulations including 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 Regulations shall be decided by DISCOMs/SLDC. However, any Deviation Settlement Mechanism (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 APTRANSCO, as per the CERC/APERC Regulations in force, under intimation to DISCOMs. DISCOMs may facilitate in identification of any discrepancy and assist the BESSD for its early rectification without any liability on DISCOMs/APTRANSCO. The BESSD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices.
- 7.9 DSM penalties, if any, shall be levied separately on the BESSD as applicable, at their BESSD ends for the charging and discharging activities.
- 7.10 Reactive power charges shall be on account of BESSD as applicable, at BESSD end during charging and discharging, as per CERC/APERC regulations. It is to be ensured that harmonics as per CEA (Grid Standards) Regulations, 2020 and its subsequent amendments from time to time, must be maintained within prescribed limits as per regulations/ procedures issued by the appropriate state authority/ commission and CEA, as amended from time to time.
- 7.11 The BESSD shall be required to follow the applicable Procedure for Grant of connectivity as issued by APERC/CERC/CEA as applicable as well as other Regulations issued by APERC/CERC/CEA and 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 LoA and shall furnish copies of the application as well as granted connectivity, to DISCOMs at the earliest. In case the BESSD fails to obtain the connectivity at a Substation specified for the Project in the clause 4.8 and at the interconnection point in clause 7.1, the same shall be immediately notified by

the BESSD to DISCOMs. At least 30 days prior to the proposed commissioning date, the BESSD shall be required to submit the Connectivity Agreement signed with the STU/APTRANSCO.

8. Performance Criteria of the Project

8.1 Project performance parameters:

- (a) The Contracted Capacity of the Project shall be in terms of "MW". DISCOM's obligation shall be for off-take of the Contracted Capacity and energy at delivery point.

For example, for a Project Capacity of 500 MW (500 MW x 4 hrs.), Contracted Capacity shall be 500 MW (500 MW x 4 hrs.) under the BESP. The BESP shall entitle the DISCOMs to schedule discharge upto 2,000 MWh of energy from the BESS in each cycle, subject to the following:

- i) The SLDC/DISCOMs 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 and minimum guaranteed Dispatchable Capacity at the end of the year as a % of capacity at the beginning of Life/COD).

Illustration: For a Project / Contracted Capacity of 500 MW/2,000 MWh, with RtE of 85% and with minimum guaranteed Dispatchable Capacity of 92.5% of capacity at the beginning of Life/COD, at the end of the 3rd Year after COD, DISCOMs shall supply charging power to the tune of $(500 \times 4 \times 0.925) / 0.85 = 2,176.47$ MWh, to expect a discharge of 1,850 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 [8.1](#) (d) (iv) below

Illustration: For example, during the end of the 3rd Year after COD, the energy scheduled for discharge from a 500 MW Project shall be more than or equal to $500 \times 4 \times 0.925 = 1,850$ MWh.

- iii) DISCOMs shall provide the charging energy factoring the RtE, as per specified RtE in RfS

- (b) The total Project Capacity shall be for supply to and offtake by DISCOMs 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.

- (c) Power rating of the Project capacity of 2,000 MWh (500 MW x 4 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 DISCOMs at delivery point for contract capacity as illustrated in Clause 8.1 (a). The Energy rating of 2,000 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.

- (d) The BESSD shall make each block available for up to two (2) Cycles per day, subject to a maximum of 485 Cycles per Contract Year per block, pro-rated for part years. One Cycle means discharge at the Delivery Point of energy equal to the rated energy of the block, in one or more sessions. The SLDC/ DISCOMs, at their discretion, may split the charging/ discharging in a cycle into one or more sessions, based on system requirements.

Provided that, SLDC/ DISCOMs, at their discretion, may split the charging / discharging of each block of BESS into one or more sessions, based on system requirements, the total duration required to complete each charge-discharge cycle shall increase proportionately, depending on the number of sessions.

Following provisions shall be applicable on the entire Project Capacity guaranteed to be off taken by DISCOMs:

- (i) The procurement shall be in power (MW) terms. The BESSD shall install, operate and maintain the BESS to offer facility to DISCOMs to charge and discharge the BESS as per the instructions of SLDC/ DISCOMs on an "on demand" basis. The BESSD shall guarantee a minimum annual average system availability of 95% on annual basis. The BESSD shall pay the liquidated damages for shortfall if any to DISCOMs. Amount of such liquidated damages shall be twice the Capacity Charges for the capacity not made available. The BESSD shall declare system availability on Day Ahead Basis.

The Monthly Average Availability shall be calculated for each month. While deriving Annual Average system availability, Values of Monthly Average System Availability which are lesser than 95% or up to 95% to be considered. The illustration is provided as under:

Illustration:

Month	Monthly Average System Availability	Monthly Average System Availability to be considered for Annual System Availability Calculation	Annual System Availability = $\{\sum(\text{Monthly Average Availability which are lesser than 95\% or up to 95\%})\} / 12$
1	95%	95%	$= (95\% + 95\% + 93\% + 95\% + 93\% + 95\% + 95\% + 92\% + 95\% + 95\% + 91\% + 90\%) / 12$
2	95%	95%	
3	93%	93%	
4	97%	95%	
5	93%	93%	

6	98%	95%	=93.67% ~94%
7	95%	95%	
8	92%	92%	
9	96%	95%	
10	95%	95%	
11	91%	91%	
12	90%	90%	

- (ii) System 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 SLDC/ DISCOMs (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](#) (d) (iv) below

For a given BESP, the Annual availability guarantee shall commence from the date of commissioning of the full Contracted Capacity.

Monthly System availability shall be calculated as mentioned below:

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

Where,

Monthly System Availability in a time-block =

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

Where,

- (a) i refers to the i^{th} time-block in the Month where Scheduled Injection/Drawl $MU_i \neq 0$.
- (b) Actual Injection/Drawal MU_i is the actual energy injected / drawn for Charging/Discharging in the i^{th} time block, in MUs
- (c) Scheduled Injection/Drawal 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 for each month. On the basis of monthly Availability, average of actual monthly availability for each month shall be taken for calculation of Annual System Availability. If the Annual unavailability of 5% is already reached

during part of a year, the Monthly Capacity Charges will be paid only after deducting the Penalty towards shortfall in Availability.

- (iii) The BESSD shall guarantee AC to AC roundtrip efficiency (RtE) of 85% for the system on a monthly basis. The BESSD shall be liable for Liquidated Damages to the DISCOMs, 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 (including transmission charges) at State level of all DISCOMs, of previous financial year of the DISCOMs of excess conversion losses considering system $RtE = 85\%$. If the RtE is below 70% for 3 (three) consecutive months, it shall be a BESSD Event of Default.
 - (b) For $70\% \leq RtE < 85\%$, there shall be a liquidated damage levied @ APPC tariff (including transmission charges) at State level of all DISCOMs, 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 $RtE = 85\%$.

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

Where,

- j refers to the j^{th} month in a year
- $D \neq 0$
- $D \leq n \times E_{\text{bess}} \times (MD_{n-1} - (MD_{n-1} - MD_n) \times j/12) / RtE_g$
- Where, E_{bess} refers to Energy Rating (in MWh) specified in Clause [8.1](#) (a) above
- n = Total no. of operational cycle during the j^{th} month
- MD_{n-1} refers to minimum guaranteed dispatchable energy at the end of the previous year (as a % of Capacity at the COD as specified in Clause [8.1](#) (d) (iv) below)
- MD_n refers to minimum guaranteed dispatchable energy at the end of the current year (as a % of Capacity at the COD as specified in Clause [8.1](#) (d) (iv) below)
- RtE_g refers to the guaranteed Round-Trip Efficiency under the BESPA
- 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) to [8.1](#) (c) above.
- Auxiliary power shall be drawn through a separate metered

connection and billed by the DISCOM at the applicable APERC approved tariff. Auxiliary consumption shall be excluded from the computation of RtE. Separate meter would be arranged by Developer to measure Auxiliary consumption and that would be billed by DISCOMs as per prevailing tariff. However, During construction phase, the BESSD shall make their own arrangements or may avail power supply from DISCOMs on chargeable basis as per applicable rules/procedure. The BESSD shall make his own arrangements to meet the water requirements during construction and O&M period.

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

Year	Min. Dispatchable Capacity at the end of Year (as % of Capacity at the Beginning of Life/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	77.50%
10	75.00%
11	72.50%
12	70.00%

- (v) 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 that can be scheduled for discharge from a 500 MW Project shall be more than or equal to $500 \times 0.925 \times 4 = 1,850$ MWh.

- (vi) Grid Forming Inverter Requirement

The BESSD shall ensure that the entire Contracted Capacity is implemented using Grid Forming Inverter ("GFM") technology and shall comply with all applicable directions, advisories, technical standards and guidelines issued by the Central Electricity Authority (CEA), Ministry of Power, Grid India, APTRANSCO, SLDC and other competent authorities from time to time. The BESS shall be capable of operating

in Grid Forming mode and shall provide, at a minimum, voltage and frequency regulation, synthetic inertia response, fault ride-through capability, active and reactive power support, black-start capability, operation under weak grid conditions, seamless transition between grid-connected and islanded operation, and compatibility with Automatic Generation Control (AGC) and other grid support functions as may be required by the grid operator. The BESSD shall submit all studies, simulation models, certifications, test reports and compliance documents required by APPCC, APTRANSCO, SLDC or any competent authority and shall demonstrate compliance with the applicable Grid Forming Inverter requirements prior to commissioning and throughout the Term of the BESPA. Any failure to maintain compliance with such requirements shall constitute a failure to meet the Performance Criteria under this RfS and BESPA.

- (vii) SLDC / DISCOMs, in accordance with Applicable Laws and Regulations thereunder, shall issue instructions to the BESSD 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 hour or as stated by the bidder in their offer, whichever is lesser.

Operational Window: Operational Window shall mean the expected hours/duration of system (capacity) availability on each day during the term of the Contract, excluding:

- (a) Maximum BESS recovery time as specified in this document
- (b) Grid Outages (duly certified to this effect by the Grid Operator)
- (c) Planned Maintenance Outage duly informed by the BESSD to the SLDC / DISCOMs 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.

NOTE: Tentative scheduled annual maintenance plan of BESS shall be submitted as per OEM advise before COD for the contractual period

BESSD will have to comply with the Charging and Discharging Schedule as intimated by SLDC/ DISCOMs. Charging or discharging can be scheduled by SLDC/DISCOMs in one or more sessions depending on SLDC/DISCOMs requirements.

SLDC/DISCOMs shall provide tentative day-ahead schedules, however, real time charging and discharging instructions, if required, will be

given. This notice shall consider any cooling time required between charging and discharging as specified in the RfS.

- (viii) 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.
- (ix) 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.
- (x) The BESSD shall comply with the CEA advisory dated 10th July 2026 on grid-forming inverters for BESS. The BESSD shall furnish validated simulation models and type test reports before first-time charging and shall pass a site test at commissioning.
- (e) Pursuant to the provisions above, the BESSD shall plan the dispatch of electricity and convey its availability for scheduling thereof by the SLDC/DISCOMs 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 and regulatory requirements as brought out in [Annexure A](#) of the RfS. The BESS shall conform to all the applicable regulations of APERC/CERC and CEA Standards for connectivity, metering, communication with the grid operators, etc.
- (f) Licensed copies of IEC 62933-2-1 shall be supplied by BESS Developer to APPCC/DISCOMs.

8.2 Shortfall in meeting Performance Criteria:

Following provisions shall be applicable on the Contracted Capacity:

- (a) Shortfall in demonstrating minimum Availability: 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 DISCOMs.

Liquidated damages on account of shortfall in meeting the minimum Availability criteria as per Clause [8.1](#) (d) (i), will be computed as follows:

Liquidated damages = (A – B) x C x D x n x 2;

Where,

- A is Guaranteed Annual System Availability as per Clause [8.1](#) (d) (i) above
- B is Actual Annual System Availability, as calculated as per Clause [8.1](#) (d) (ii) above

-
- C is BESS Power Capacity
- D is Capacity Charges/MW/month as discovered through bidding process
- n is the no. of months = 12, In case of first & last year of operations are part years, then 'n' shall be regulated accordingly

In case the BESSD fails to meet the monthly RtE demonstration as per Clause [8.1](#) (d) (iii) 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 applicable in events of Force Majeure identified under the BESPAs with DISCOMs, affecting the availability of the system. An illustration to this effect is enclosed at Annexure-D of the RfS.

It is clarified that the calculation of Availability as per Clause [8.1](#) (d) (ii) of the RfS will not include the planned outage as declared by the BESSD under Clause [8.1](#) (d) (vii) (C) of the RfS. However, in case the BESSD notifies any outage outside the planned outage hours, while the SLDC/DISCOMs may not actually schedule any power injection/drawl during those outage hours, such hours will be covered in calculating the Monthly Availability as per Clause [8.1](#) (d) (ii).

For example, in case the BESSD notifies outage for 10 hours outside the total allocated quota of planned outage amounting to (34x 6) hours, i.e. 204 hours the denominator of the formula in Clause [8.1](#) (d) (ii) above will include the time-blocks corresponding to these 10 hours, and exclude the 204 hours of planned outage.

- (b) Shortfall in demonstrating minimum Round-trip-Efficiency: The provisions as per Clause [8.1](#) (d) (iii) of the RfS shall be applicable in this case.

9. Commissioning of Project

The Commissioning of the Project shall be carried out by the BESSD in line with the procedure as per the BESPAs. The BESSD shall commission the Project in line with provisions of the APERC (Andhra Pradesh Electricity Grid Code) Regulations, 2014/CERC (Indian Electricity Grid Code) Regulations, 2023/ CEA regulations, as amended from time to time. In line with this regulation, the BESSD proposing the Project, or its part, for commissioning, shall give to APPCC, APTRANSCO and the DISCOMs, a preliminary notice not later than 60 days prior and advance notice not later than 30 days prior to the proposed commissioning date.

APPCC shall authorize any individual or committee or organization to witness construction/development of the Storage project and validate the commissioning procedure on site. The BESSD shall obtain necessary safety clearances from the Central Electricity Authority/CEIG/STU prior to commissioning of the Project.

9.1 Part-Commissioning

Part-commissioning of the Project, without imposition of any liquidated damages in terms of the BESPA, on part which is not commissioned, shall be accepted by APPCC subject to the condition that the minimum capacity for acceptance of the first part commissioning shall be 50% (fifty percent) of the Project Capacity or 50 MW, whichever is lower. The total number of instalments in which a Project can be commissioned will not be more than 3 i.e., 1st initial instalment of the minimum capacity specified above and 2 subsequent instalment.

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 19.2 of the RfS.

In case of part-commissioning, payments as per the BESPA may be made on pro-rata basis, proportionate to the capacity commissioned at the BESPA tariff. The procurement of part commissioned capacity shall be done by DISCOMs /Buying Entity at the BESPA tariff.

9.2 Commissioning Schedule and Liquidated Damages not amounting to Penalty for Delay in Commissioning:

- a. The Scheduled Commissioning Date (SCD) for commissioning of the full Project Capacity shall be 24 (twenty-four) months for Project 1 & Project 3 and 18 (eighteen) months for Project 2 from the Effective Date of the BESPA, for each of the projects respectively.
- b. The maximum period permissible for commissioning of the full Project Capacity, with applicable liquidated damages, shall be limited to 6 (six) months from the SCD or the extended SCD, if applicable.
- c. In case of delay in commissioning of the Project beyond the SCD and up to the period specified in Clause 9.2(b), liquidated damages shall be recovered through proportionate encashment of the Performance Bank Guarantee on a per day basis corresponding to the delayed capacity, calculated as follows:

$$\text{Liquidated Damages} = \text{PBG Amount} \times (\text{Delayed Capacity} / \text{Total Contracted Capacity}) \times (\text{Number of Days of Delay} / 180)$$

For example, in case of a Project Capacity of 500 MW, if commissioning of 50 MW is delayed by 18 days beyond the SCD, the liquidated damages shall be calculated as: $\text{PBG Amount} \times (50/500) \times (18/180)$

For the purpose of calculation of liquidated damages, a month shall consist of 30 (thirty) days.
- d. As an alternative to the encashment of the Performance Bank Guarantee, the BESSD may elect to make payment of the applicable liquidated damages directly to APPCC. Such election shall be communicated within 10 (ten) Business Days of receipt of intimation from APPCC. If no such communication is received within the stipulated period, APPCC shall be entitled to encash the corresponding portion of the Performance Bank Guarantee.
- e. Where the BESSD elects to make payment in lieu of encashment of the Performance Bank Guarantee, such payment shall be remitted within 5 (five) Business Days from the date of such election, failing which APPCC, acting as a authorised agent of DISCOMs shall be entitled to encash the corresponding portion of the Performance Bank Guarantee.

- f. If the Project Capacity remains uncommissioned beyond the maximum delay period specified in Clause 9.2(b), the Contracted Capacity under the BESPA shall stand reduced to the capacity successfully commissioned up to such date and the corresponding portion of the Performance Bank Guarantee shall be liable to encashment.
- g. For the purpose of Commissioning, the Project Capacity shall mean the rated power and energy capacity of the Energy Storage System as declared by the BESSD in the BESPA.
- h. Failure to commission the whole or any part of the Project Capacity within the maximum delay period specified under Clause 9.2(b) shall constitute a BESSD Event of Default and shall attract the consequences prescribed under Clause 10 of this RfS, including termination of the BESPA for the uncommissioned capacity, procurement of replacement capacity and recovery of losses and liabilities incurred by the DISCOMs limited in aggregate to an amount equal to 6 (six) months' Capacity Charges for the uncommissioned capacity.

10. Delay in Commissioning and Consequences Thereof

- 10.1 The BESSD shall be solely responsible for timely achievement of Financial Closure, procurement of equipment, development of the Project, land arrangements, connectivity, evacuation infrastructure, statutory approvals, commissioning and all activities necessary for achieving Commissioning of the Project in accordance with this RfS.
- 10.2 Except as in provided in Article 4.5 of the BESPA, in the case of Force Majeure or circumstances expressly recognized by APPCC under this RfS, no extension of the Scheduled Commissioning Date shall be available in respect of delays arising from procurement of equipment, supply-chain constraints, financing arrangements, connectivity approvals, construction of evacuation infrastructure, bay works, transmission lines, statutory approvals or any other matter within the scope and responsibility of the BESSD.
- 10.3 Upon expiry of the maximum delay period specified under Clause 9.2(b), APPCC and the DISCOMs shall be entitled to:
 - a) terminate the BESPA in respect of the uncommissioned capacity;
 - b) procure replacement storage capacity from any alternative source;
 - c) recover from the BESSD any incremental procurement costs, penalties, damages or liabilities incurred by the DISCOMs as a direct consequence of such delay, to the extent permissible under Applicable Law limited in aggregate to an amount equal to 6 (six) months' Capacity Charges for the uncommissioned capacity;
 - d) invoke and appropriate the corresponding Performance Bank Guarantee amounts; and
 - e) exercise any other right or remedy available under the BESPA or Applicable Law.
- 10.4 In the event of termination under Clause 10.3, the BESSD shall have no claim against APPCC or the DISCOMs in relation to the terminated capacity and the DISCOMs shall be free to procure equivalent capacity from any alternative source

at the risk and cost of the BESSD, to the extent permissible under Applicable Law limited in aggregate to an amount equal to 6 (six) months' Capacity Charges for the uncommissioned capacity.

- 10.5 The liquidated damages prescribed under Clause 9.2 constitute a genuine pre-estimate of losses likely to be suffered by the DISCOMs and shall be without prejudice to the rights of APPCC and the DISCOMs to terminate the BESPA, undertake replacement procurement and recover additional losses where expressly permissible under Applicable Law.
- 10.6 In case of delay in Commissioning due to reasons beyond the reasonable control of the BESSD, including Force Majeure events recognized under the BESPA Clause 4.5.1, APPCC may, after examination of the relevant facts and supporting evidence, grant an extension of the Scheduled Commissioning Date on a case-to-case basis. Extensions on the grounds listed in Article 4.5.1 of the BESPA shall be granted day for day
- 10.7 Where any liquidated damages, penalty, claims, charges or liabilities are imposed upon the DISCOMs by any authority or third party as a direct consequence of delay in commissioning attributable to the BESSD, such amounts shall be recoverable from and payable by the BESSD.

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

In case of early commissioning and offtake of capacity by DISCOMs, the 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 as on SCD shall be 100% of the Contracted Capacity) and to maintain the capacity at the end of every year as indicated in Clause [8.1](#) (d) (iv) of the RfS. 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 DISCOMs from the date of commencement of off-take of capacity by DISCOMs.

SECTION 3. STANDARD CONDITIONS OF CONTRACT

12. Obtaining RfS Documents

Interested BESSDs shall register on the ISN-ETS portal and pay the Cost of Tender as specified in the Bid Information Sheet. The proof of payment shall be emailed to the designated APPCC officials specified in the Bid Information Sheet. Access to the official copy of the RfS and associated bidding documents shall be enabled only upon verification of such payment by APPCC. Submission of a Bid shall be permitted only to those BESSDs who have obtained the official copy of the RfS through the ISN-ETS portal after completion of the aforesaid process.

13. Cost of Bid Document

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 Cost of RfS Document 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 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 APPCC are as under

Name of Bank: State Bank of India, Bank Account No. 39024857551, IFSC CODE: SBIN0016576, GST No.: 37AATCA0874A1ZO, PAN: AATCA0874A

Bids submitted without cost of the RfS document 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 APPCC.

14. Project Scope & Technology Selection

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

15. Connectivity with the Grid

Please refer Clause 7 of the RfS.

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 Project, including but not limited to the following:

- a. No Objection (NOC)/Environmental clearance (if applicable) for the Project.
- b. Approval for water from the concerned authority (if applicable) required for the Project.
- c. Any other clearances as may be legally required, in order to establish and operate the Project.
- d. Necessary approval(s) of CEIG.
- e. Fire Safety Clearance, if applicable

The above clearances, as applicable for the Project, will be required to be submitted to APPCC prior to commissioning of the Project. In case of any of the clearances as indicated above being not applicable for the said Project, the BESSD shall submit an undertaking in this regard, and it shall be deemed that the BESSD has obtained 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 the state of Andhra Pradesh. 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, 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 against Earnest Money Deposit (EMD)

- 17.1 Earnest Money Deposit (EMD) of INR 5,00,000/MW (Rupees Five Lakhs only per MW) corresponding to the quoted capacity, in the form of DD/Bank Guarantee /POI/Insurance Surety Bond according to [Format 7.3A](#) / [Format 7.3A\(I\)](#) / [Format 7.3A\(II\)](#) valid for 09 months from the last date of bid submission, shall be submitted by the Bidder along 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 encashed amount shall include all applicable taxes. If a bidder extends the period of bid validity, the validity of EMD shall also be extended so that it remains valid for a period of 60 days beyond the Bid Validity. No additional EMD is required for Green Shoe Capacity.

Payment on Order Instrument (POI): As an alternative to submission of EMD as

above, the Bidder also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development Agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited only. The instrument of 'Letter of Undertaking' as described above in any other form, from any other non-banking financial institutions or bank except (i) Indian Renewable Energy Development Agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited shall not be acceptable. This Letter of Undertaking shall be issued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by APPCC within the provisions of RfS/BESPA. This instrument would have to be furnished as per [Format 7.3A\(II\)](#) of the RfS, within the timelines as per Clause [17.1](#) above, for the amount and validity period as per those Clause above.

Insurance Surety Bond: As an alternative to submission of EMD as above, the Bidder also has an option to submit Insurance Surety Bond issued by Insurance Company registered in India under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority (IRDAI) acceptable to APPCC in the prescribed proforma. This Insurance Surety Bond would have to be furnished as per [Format 7.3A\(I\)](#) of the RfS, within the timelines as per Clause 17.1 above, for the amount and validity period as per those Clause above.

The term "Bank Guarantee (BG) towards/ against EMD" occurring in the RfS shall be read as "Bank Guarantee (BG)/ Payment on Order Instrument (POI)/ Insurance Surety Bond towards/ against EMD".

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

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 (07) 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 APPCC 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 encashable for being appropriated by APPCC in terms of the guarantee as in the case of appropriation of the cash deposit lying with APPCC.

17.4 **Forfeiture of EMD:**

The BG towards EMD shall be encashed by APPCC in the 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, DISCOMs offers to execute the BESPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 19.4 of the RfS or does not execute the BESPA within the stipulated time period;
- (c) If after issuance of LoA, it is found that the documents furnished by the Bidder as part of response to RfS are misleading or misrepresented in any way;
- (d) If the Bidder fails to furnish required PBG in accordance with Clause 18 of the RfS.

The EMD shall not be forfeited where the award is withdrawn, cancelled or reduced by APPCC under Clause 32 or Clause 43(g)

18. Performance Bank Guarantee (PBG)

- 18.1 Bidders selected by APPCC based on this RfS shall submit Performance Bank Guarantee (PBG) for a value at INR 10,00,000/MW for each Project (Rupees Ten Lakhs per MW for each project) corresponding to the Contracted Capacity, prior to signing of BESPA. It may be noted that successful Bidders shall submit the PBG according to the [Format 7.3B](#) / [Format 7.3B\(I\)](#) / [Format 7.3 B\(II\)](#) with a validity period up to (& including) the date as on 09 months after the Scheduled Commissioning Date of the Project. Upon receipt and after successful verification of the total PBG in the acceptable format, the BG submitted towards EMD shall be returned by APPCC to the successful Bidder. It may be noted that BESPA will be signed only upon successful verification of the PBG submitted by the BESSD.

Note: It is mandatory that, the Bidders have to submit Contract Performance Bank Guarantees only in the form of e-Bank Guarantee (e-BGs) from the Banks which are integrated with NeSL.

Payment on Order Instrument (POI): As an alternative to submission of PBG as above, the BESSD also have an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Energy Development Agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited only. The instrument of 'Letter of Undertaking' as described above in any other form, from any other non-banking financial institutions or bank except (i) Indian Renewable Energy Development Agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited shall not be acceptable. This Letter of Undertaking shall be issued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the PBG would be liable to be encashed by APPCC within the provisions of RfS/BESPA. This instrument would have to be furnished as per [Format 7.3B\(II\)](#) of the RfS, within the timelines as per Clause [18.8](#), for the amount and validity period as per those Clause above. In case the BESSD chooses to submit POI, delay in submission of the POI beyond the timeline stipulated at Clause [18.1](#) above, the provisions of Clause [18.1](#) will be applicable in this case too.

Insurance Surety Bond: As an alternative to submission of PBG as above, the Bidder also has an option to submit Insurance Surety Bond issued by Insurance Company

registered in India under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority (IRDAI) acceptable to APPCC in the prescribed proforma. This Insurance Surety Bond would have to be furnished as per [Format 7.3 B\(I\)](#) of the RfS, within the timelines as per Clause 18.1 above, for the amount and validity period as per those Clause above.

- 18.2 All Performance Bank Guarantees (PBGs) shall be submitted separately for each project.
Note: The PBGs are required to be submitted in the name of the entity signing the BESPA. In case of BESPA being eventually signed with the SPV incorporated/utilized by the successful bidder, the PBG may be submitted in the name of the Successful Bidder or the SPV, within the above prescribed deadline, and a PBG furnished by either entity shall be acceptable for compliance with the requirements of this Clause.
- 18.3 The BESSD shall furnish the PBG from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI). In case of the Project being implemented through a SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in Clause 18.2 of the RfS.
- 18.4 The format of the Bank Guarantees prescribed in [Format 7.3A](#) towards EMD and [Format 7.3B](#) towards PBG shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/ PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding BESPA shall not be signed.
- 18.5 APPCC has agreed to accept the PBG 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 PBG shall be encashable for being appropriated by APPCC in terms of the guarantee as in the case of appropriation of the cash deposit lying with APPCC.
- 18.6 The Successful Bidder for the project selected based on this RfS is required to sign the BESPA with DISCOMs within the timeline as stipulated in Clause 19 of the RfS. In case, DISCOMs offers to execute the BESPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 19.4 of the RfS, or does not execute the BESPA within the stipulated time period, then the Bank Guarantee equivalent to the amount of the EMD shall be encashed by APPCC from the Bank Guarantee available with APPCC (i.e. EMD or PBG) as liquidated damages not amounting to penalty, the selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect. It is further clarified that the liquidated damages are genuine pre-estimate and Bidder/BESSD agrees that in case of invocation of BG, DISCOMs / APTRANSCO is under no obligation to produce any estimate of loss in this regard.
- 18.7 The Bank Guarantees (including the BG against EMD) have to be executed on non judicial stamp paper of appropriate value as per Stamp Act relevant to the place of execution.

- 18.8 The Successful Bidder shall submit the Performance Bank Guarantee within 30 (thirty) days from the date of issuance of the Letter of Award, and in any case prior to execution of the BESPA
- 18.9 All expenditure towards execution of Bank Guarantees (including the BG against EMD) such as stamp duty etc. shall be borne by the Bidders/BESSDs. Any Bank Guarantee (including the BG against EMD) or amendment to be submitted as part of the bidding process / contract execution, shall be effective only when the BG issuance message is transmitted by the issuing bank through SFMS to State Bank of India, IFSC: SBIN0016576, Client Name: Andhra Pradesh Central Power Distribution Corporation Limited and a confirmation in this regard is received by APPCC. Message Type: [IFN 760 or IFN 767 COY] is to be used by the issuing bank.
- 18.10 In case of Bank Guarantees issued by foreign branch of a Scheduled Commercial Bank (including the BG against EMD), the same is to be endorsed by the Indian branch of the same bank or SBI, and the endorsing bank would be required to provide the SFMS confirmation.
- 18.11 Where APPCC exercises the Green Shoe Option pursuant to Clauses 4.9 and 5.5, the Successful Bidder shall furnish incremental Performance Bank Guarantee for the Green Shoe Capacity at the same rate and in the same manner as applicable to the originally awarded capacity. Failure to furnish such additional Performance Bank Guarantee within the period specified in Clause 18.8 shall constitute a failure to comply with the conditions of award in respect of the Green Shoe Capacity, and APPCC shall be entitled to withdraw such allocation without any liability whatsoever.
- 18.12 After the bidding process is over, APPCC shall release the Bank Guarantees against EMD of the unsuccessful Bidders within 15 days after the completion of e-Reverse Auction. The Bank Guarantees against EMD of the successful Bidders shall be released subsequent to submission of PBGs by them to APPCC.
- 18.13 The Performance Bank Guarantee shall be returned to the BESSD, after deduction of liquidated damages if any, within 45 (forty-five) days of Commissioning of the Project. In the case of part commissioning, the Performance Bank Guarantee corresponding to the part capacity commissioned shall be released, after deduction of liquidated damages if any, within 45 (forty-five) days of such part commissioning. Where the Performance Bank Guarantee has been substituted by an Insurance Surety Bond in terms of this Clause, the same shall be released within the same period. Where the awarded capacity is withdrawn, cancelled or reduced under Clause 43(g), the PBG for the affected capacity shall be returned within 30 (thirty) days.

19. Battery Energy Storage Purchase Agreement (BESPA)

- 19.1 DISCOMs will enter into Battery Energy Storage Purchase Agreement (BESPA) with Bidders selected based on this RfS. A copy of standard BESPA to be executed between the DISCOMs and the BESSD is available on ISN-ETS bidding portal. The BESPA shall be signed within 60 days from the issuance of LoA by APPCC, if not

extended by APPCC, subsequent to issuance of LoA. Subsequent extension in this timeline shall be finalized as mutually agreed by APPCC and BESSD. BESPA will be executed between DISCOMs and selected bidder or its SPV separately for each project.

Note: The BESSD shall submit a detailed completion Schedule for the Project prior to the signing of BESPA. Broad details to be captured in the Schedule are

- entering into ROU agreement with Land Owning Entity/DISCOMs;
- grid connectivity;
- order, supply and erection status of various Project components including Battery Packs/Racks, Power Conversion System (PCS), BMS & EMS, HVAC/ Fire Suppression, Containers/ Enclosures, etc.;
- financial arrangement/ tie up etc.

The BESSD shall also submit the monthly progress report to APPCC/DISCOMs in a form acceptable to APPCC/DISCOMs and shall contain percentage completion achieved compared with the planned percentage completion for each activity, and any such other information as required by APPCC, SLDC, APTRANSCO and DISCOMs.

The BESSD shall, at its own cost and risk, install, operate and maintain CCTV-based surveillance and remote monitoring systems covering all critical Project facilities, including the BESS, control room, switchyard, evacuation infrastructure and access points, and shall provide APPCC, APTRANSCO and the DISCOMs with secure live remote access to such systems within thirty (30) days of the Effective Date and throughout the Construction Period and the Term of the BESPA. The BESSD shall undertake drone-based videographic monitoring of the Project at least once every month during the Construction Period and at least once every three (3) months thereafter during the Term of the BESPA, or at such higher frequency as may be directed by APPCC or the DISCOMs and shall submit the corresponding video recordings and monitoring reports within fifteen (15) days of the end of the relevant period. The BESSD shall ensure uninterrupted availability of the surveillance and monitoring systems, promptly rectify any outage or malfunction at its own cost, and retain all surveillance recordings for a minimum period of ninety (90) days.

- 19.2 The BESPA shall be valid for a period of 12 years from the SCD of the Project or the date of full commissioning of the Project, whichever is later. Any extension of the BESPA period beyond the term of the BESPA shall be through mutual agreement between the BESSD and the DISCOMs.
- 19.3 The Performance Bank Guarantee as per Clause 18 shall be submitted by the BESSD prior to signing of BESPA. Before signing BESPA between DISCOMs and the BESSDs, APPCC will verify the shareholding of the Project Company along with a copy of complete documentary evidence. If at this stage it is found that the documents furnished by the BESSDs are false / misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.
- 19.4 Successful Bidders will have to submit the required documents to APPCC within 14 days from the issuance of LoA. In case of delay in submission of documents beyond the period as mentioned above, APPCC shall not be liable for delay in verification of documents and subsequent delay in signing of BESPA. Effective Date of the BESPA shall be the date of signing of BESPA. In case APPCC intimates to the Successful

Bidder, a particular date as the date for signing of BESPA and the BESPA signing gets delayed on account of reasons attributable to the BESSD, the date as specified by APPCC shall become the Effective Date of the BESPA, irrespective of the date of signing of BESPA.

- 19.5 The BESSD will be free to replenish the battery capacity from time to time during the Term of the BESPA at its cost and expense to meet the performance criteria. However, DISCOMs will be obligated to off-take capacity only within the performance range as specified in the BESPA and at the charges applicable as per the existing agreements. Any excess supply will be dealt as per provisions of the BESPA.
- 19.6 The BESSDs are free to operate their project after expiry of the BESPA term if other conditions such as right to use of land lease etc., permit. However, any extension of the BESPA term shall be carried out through mutual agreements between the BESSD and DISCOMs, the Buying Entities, as the case may be, as approved by the Appropriate Commission, provided that the arrangements with the land and infrastructure owning agencies, the relevant transmission utilities and system operators permit operation of the Project beyond the initial period of 12 years.
- 19.7 In addition to the above, subsequent to signing of BESPA, the BESSD shall be required to submit the monthly Project status on 5th day of every calendar month in any format as provided subsequent to signing of BESPA.
- 19.8 Events of default, the consequences thereof, and the compensation payable on termination, shall be as set out in the BESPA, in accordance with Clause I of Section IV of the Guidelines.

20. Financial Closure or Project Financing Arrangements

- 20.1 The Project shall achieve Financial Closure within 6 (six) months from the Effective Date of the BESPA. Extensions to this date shall be available only as expressly provided in this RfS.
- 20.2 At the stage of financial closure, the BESSDs shall report 100% tie-up of Financing Arrangements for the Project. In this regard, the BESSD shall submit a certificate/necessary document from all financing agencies regarding the tie-up of 100% of the funds indicated for the Project, including arrangements of funds in the form of Equity.
- 20.3 Checklist of documents to be submitted at this stage is provided at [Annexure B](#) of the RfS.
- 20.4 In case of default in achieving above condition as may be applicable within the stipulated time, APPCC shall be entitled to encash PBG and shall remove the Project from the list of the selected Project, unless the delay is on account of factors not owing to any action or inaction on the part of the BESSD or caused due to a Force Majeure as per BESPA. An extension can however be considered, on the sole request of BESSD, on advance payment of extension charges of INR 1,000/- per day per MW + GST. This extension will not have an impact on the obligation of BESSD to

achieve commissioning by the SCD of the Project. Subsequent to the completion of deadline for achieving financial closure, APPCC shall issue notices to the BESSDs who are not meeting the requirements of Financial Closure as per the RfS deadlines. The notice shall provide a period of 7 business days to the respective BESSDs to either furnish the necessary documents or make the above-mentioned payment of Rs. 1,000/MW/day. In case of non-submission of either-the requisite documents or the necessary amount upon expiry of the above-mentioned notice period of 7 days. APPCC shall encash the PBG of the corresponding BESSDs and terminate the BESPA for the corresponding Project. The amount of Rs. 1,000/MW/day shall be paid by the BESSDs in advance prior to the commencement of the said delay period and shall be calculated based on the period of delay as estimated by the BESSD. In case of the BESSD meeting the requirements of Financial Closure before the last date of such proposed delay period, the remaining amount deposited by the BESSD shall be returned by APPCC. Interest on account of delay in deposition of the above-mentioned charges or on any subsequent extension sought, shall be levied @ one-year SBI MCLR rate /annum on pro-rata basis. Any extension charges paid so, shall be returned to the BESSD without any interest on achievement of successful commissioning within the SCD, on pro-rata basis, based on the project capacity commissioned as on SCD.

- 20.5 The BESSD will have to submit the required documents to APPCC and DISCOMs at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, APPCC/DISCOMs shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.
- 20.6 The BESSD shall ensure that EPC Contractor or Principal supplier is finalized and contract entered and proceed with procurement or execution of works within 1 month from the date of financial closure. The BESSD shall provide monthly progress reports in the desired format of APPCC/DISCOMs.

21. Land Arrangements for the Project

- 21.1 Land identification and possession shall be in line with Clause 6 of the RfS and APPCC will facilitate entering the ROU agreement with the Land Owning Entity/APDISCOMs.
- 21.2 The BESSD shall execute the Right of Use (ROU) Agreement with the Land Owning Entity along with the signing of the BESPA. Possession or right to use of one hundred percent (100%) of the identified land area, free from all encumbrances, shall be granted to the BESSD within 60 (sixty) days from the Effective Date of the BESPA. The ROU Agreement shall be in the name of the BESSD and shall be for a period not less than the complete term of the BESPA.
- 21.3 The Land shall be provided through Right-of-Use basis by Land Owning Entity to the developer, at an annual lease charge of Rs. 1 per acre per Year.
- 21.4 The BESSD shall submit a sworn affidavit from its authorized signatory, listing the details of the land and certifying that total land required for the Project is under clear possession of the BESSD.

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

22. Commercial Operation Date (COD)

- 22.1 In case of part commissioning, Commercial Operation Date (COD) will be declared only for that part of Project Capacity/Contracted Capacity. COD shall be the next day after the date of commissioning of the Project, as indicated on the Commissioning Certificate, upon successful commissioning of the full capacity of the Project or the last part capacity of the Project as the case may be, as declared in line with the commissioning procedure as provided in the BESPA. Similarly, for each part commissioning, COD will be the next day after actual date of commissioning of the respective part capacity. SLDC & STU permission shall be obtained for charging for testing and for declaring COD.

The BESSD shall obtain necessary charging and safety clearances from the CEIG/CEA prior to commissioning of the Project. The 12-year tenure of BESPA shall be as per the provisions of BESPA. Any capacity being offered to the grid before COD shall not be at the cost of DISCOMs under this scheme and developers will be free to make short-term sale to any organization or individual subject to that the first right of refusal shall be with DISCOMs. Declaration of COD will be governed by applicable Grid Code provisions, and in case of discrepancy between the procedure given in the RfS and that stipulated in the Grid Code, the provisions of Grid Code will prevail.

23. Modifications in Controlling Shareholding

- 23.1 The BESSD shall indicate its shareholding in the company indicating the controlling shareholding to APPCC before signing of BESPA with DISCOMs.
- 23.2 No change in controlling shareholding of the Bidding Company or Bidding Consortium shall be permitted from the date of submission of response to RfS till the execution of the BESPA. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

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

- a. Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.
- b. Conversion of CCDs, CCPs etc. already issued to existing shareholders.
- c. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of BESPA), insolvent, insane of existing shareholders.

- d. Transfer of shares within the members of Immediate Promoter Group only.
 - e. Transfer of shares to IEPF.
 - f. Issue of Bonus Shares.
- 23.3 In case of Project being executed through SPV, the Successful Bidder, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the BESPA, shall not fall below 51% at any time prior to the Commercial Operation Date (COD) of the Project. In the event the successful Bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the BESPA, shall not fall below 51% at any time prior to the COD. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- 23.4 In case of the selected Bidder itself executing the BESPA, it shall ensure that controlling shareholding of the Bidding Company remains unchanged until the COD. However, in case the Project is being set up by a listed Company, this condition will not be applicable.
- 23.5 In case of companies having multiple promoters but none of the shareholders having more than 50% of voting rights and paid-up share capital, it shall be considered as a company under joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained upto the COD.
- 23.6 In the event the BESSD is in default to the lender(s), lenders shall be entitled to undertake 'Substitution of Promoter' in concurrence with the DISCOMs.
- 23.7 Any change in the shareholding after the Commercial Operation Date (COD) can be undertaken under intimation to APPCC and DISCOMs.
- 23.8 In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh BESPA with a new entity, an amount of INR 10 Lakh per Project + GST per transaction as Facilitation Fee (non-refundable) shall be deposited by the BESSD to APPCC.

Note: In case Bidding Company or Bidding Consortium is selected for more than one project, then separate project company may be formed for each project; however the equity commitment (in case of bidding consortium) as informed at the stage of RfS shall be maintained in all the project companies to be formed before signing of BESPA. Similarly for the Bidding Company, forming a project company with no change in Shareholding shall be permitted from the RfS stage upto BESPA, but the controlling shareholding as informed at the stage of RfS shall not change at any time prior to COD of the Project. An Indian company can form a Special Purpose Vehicle (SPV) for execution of the Project before signing of BESPA. The SPV so formed shall be a subsidiary in which the Bidding Company holds not less than 51%.

24. Instructions to Bidders for Structuring of Bid Proposals in Response to RfS

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

- a. Covering Letter as per [Format 7.1](#).
- b. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as [Format 7.2](#).

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

- c. DD/Bank Guarantee/Insurance Surety Bond against Earnest Money Deposit (EMD) as per [Format 7.3A](#) / [Format 7.3A\(I\)](#)
- d. Board Resolutions, as per prescribed formats enclosed as per [Format 7.4](#) duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:
 - i. Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Project and to sign the BESPA with DISCOMs. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement.
 - ii. Board Resolution from the Bidding Company committing 100% (One Hundred Percent) of the equity requirement for the Project/ Board Resolutions from each of the Consortium Members together in aggregate committing to 100% (One Hundred Percent) of equity requirement for the Project (in case of Bidding Consortium); and
 - iii. Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement
 - iv. Board Resolutions from Parent and/or Affiliate (whose credentials were used in the response to RfS) of the Bidding Company / any Member of the Bidding Consortium undertaking to invest the entire amount and submit the requisite Performance Bank Guarantee as committed by Bidding Company / Member of the Bidding Consortium, in the event of failure of Bidding Company / Member of the Bidding Consortium to make such investment and/or to submit the requisite Performance Bank Guarantee.
- e. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per [Format 7.5](#) along with Board resolution from each Member of the Consortium for participating in Consortium.

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- f. Format for Financial Requirements as per [Format 7.6](#) along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder.
 - g. Undertaking regarding no willful default and no major litigation pending as per [Format 7.7](#).
 - h. A disclosure statement as per [Format 7.8/Format 7.8A](#) regarding participation of any related companies in the bidding process.
 - i. Format for Technical Criteria as per [Format 7.9](#) (to be filled out separately for the project).
 - j. Declaration by the Bidding Company/ Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per [Format 7.10](#) (to be filled out separately for the project).
 - k. Attachments:
 - i Memorandum of Association, Article of Association needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Standalone Battery Energy Storage System development.
 - In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted prior to signing of BESPA, if the bidder is selected as Successful bidder.
 - If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Battery Energy Storage System development has to be submitted prior to signing of BESPA.
 - ii Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium. In case of AIF, registration certificate issued by SEBI would be required.
 - iii A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within 30 days prior to the last date of bid submission. APPCC reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other group companies to satisfy themselves that RfS conditions have been complied with and the bidder will ensure submission of the same within the required timelines.
 - iv Certified copies of annual audited accounts for the last financial year, i.e. Financial Year 2025-26, or provisional audited accounts, duly certified by a practicing Chartered Accountant (as applicable), along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable), shall be required to be submitted.
 - v Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.
 - l. Covering letter of the financial bid as per [Format 7.11](#).
 - m. Break-up of the Preliminary Estimate of Cost of Project as per [Format 7.12](#) (separately for the project).

25. Important Notes and Instructions to Bidders

- 25.1 Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- 25.2 The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted online will be verified before signing of BESPA in terms of Clause 19 of the RfS.
- 25.3 If the Bidder/Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, APPCC reserves the right to reject such response to RfS and/or cancel the Letter of Award, if issued, and the Bank Guarantee provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfS.
- 25.4 If the event specified at Clause 25.3 is discovered after the Effective Date of BESPA, consequences specified in BESPA shall apply.
- 25.5 Response submitted by the Bidder shall become the property of APPCC and APPCC shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Clause 18.12 of the RfS.
- 25.6 All documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/ Addenda, and BESPA) submitted online must be digitally signed by the person authorized by the Board as per [Format 7.4](#). The documents submitted online but not required to be submitted off-line shall be considered as authentic true copies of the originals for all practical and legal purposes and it shall be the responsibility of the bidders to keep the originals with them and produce the same to APPCC whenever called for during the tenure of the BESPA.
- 25.7 The bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five years. A consistent history of awards involving litigation against the Bidder may result in rejection of Bid.
Even though the bidder meets the above qualifying criteria, they are subject to be disqualified if they have
- Made misleading or false representations in the forms statements and attachments submitted in proof of qualification requirements and / or
 - Record of poor performance such as not properly completing the contract, inordinate delays in supply completion, litigation history or financial failure etc.
- 25.8 Notwithstanding anything stated above the purchaser reserves the right to assess bidder's capability and capacity to perform the contract should circumstances warrant such an assessment in the overall interest of the purchaser. It is the sole discretion of APPCC to allot the work to any bidder. **Merely becoming of L1**

(Lowest quoted) bidder does not automatically entitle any rights on any bidder for award of contract. The past performance of the contractor will be taken into account while awarding the contract. The APPCC reserves the right to reject any bid/bids on account of past performance in the earlier awarded works at any stage of evaluation of bids.

- 25.9 The response to RfS shall be submitted as mentioned in Clause 24 of the RfS. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. However, APPCC reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.
- 25.10 All the information should be submitted in English language only. In case of foreign bidders having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted.
- 25.11 Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.
- 25.12 Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by APPCC.
- 25.13 Response to RfS not submitted in the specified formats will be liable for rejection by APPCC.
- 25.14 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- 25.15 Non-submission and/ or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver on the part of APPCC of the obligation of the Bidder to furnish the said data/ information unless the waiver is in writing.
- 25.16 The Andhra Pradesh Electricity Regulatory Commission (APERC) shall be the appropriate commission to exercise the regulatory and adjudicatory jurisdiction in regard to matters between BESSD and APPCC/DISCOMs. Subject to the above, only Vijayawada/ Amaravati, Andhra Pradesh, Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.
- 25.17 All the financial transactions to be made with APPCC including delay charges, and any additional charges (if required), shall attract 18% GST on each transaction, irrespective of the same being mentioned in the RfS/BESPA.

26. Non-Responsive Bid

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

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

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

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

27. Method of Submission of Response to RfS by the Bidder

27.1 The bidder has to submit original of following documents offline:

- a. DD/Bank Guarantee /POI/Insurance Surety Bond towards EMD as mentioned in the Bid Information Sheet (as per [Format 7.3A](#) / [Format 7.3A\(I\)](#)/[Format 7.3A\(II\)](#)). One EMD may be submitted for the cumulative capacity quoted by the bidder, or individual EMDs may be submitted for each project.
- b. Techno-commercial including all the applicable Formats and Financial bids submitted on the ETS portal.

Bidders shall take special note that no documents other than the above shall be submitted offline.

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

Bank Guarantee against EMD needs to be submitted in both online and offline modes. The Bidders will be required to submit the bank guarantee, either in person or through post, at the office of APPCC within 2 working days after the closing date of bid submission. The 2-day duration will be counted from the date of bid submission.

For e.g., if the bid submission deadline is 17:00 hrs. on 23.11.2026, the above deadline will expire at 17:00 hrs. on 23.11.2026. In case of the above deadline being a holiday, the next working day in APPCC will be the deadline for submission of Bank Guarantees.

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

The bidding envelope shall contain the following sticker:

Request for Selection (RfS) Document for Setting up of Cumulative Capacity of 1,250 MW/ 5,000 MWh Standalone Battery Energy Storage System at the identified locations in Andhra Pradesh, under Tariff-Based Competitive Bidding and On Build-Own-Operate Basis	
Cumulative Capacity of the project applied for	_____ MW/ _____ MWh
No. of Project Bid for	
RfS Reference No.	_____ dated: _____
Submitted by	(Enter Full name and address of the Bidder)
Organization ID (OID) on ETS portal	(Enter the OID through which the Bid has been submitted online on ETS portal)
Authorized Signatory	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
Bid Submitted to	The Chief General Manager (PP & Legal) APPCC, Vidyut Soudha, Gunadala, Eluru Rd, Vijayawada, Andhra Pradesh 520004

27.2 Documents to be Submitted Online:

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

If the Bidder has submitted bid online and fails to submit the Bank Guarantee for requisite amount offline within 2 working days from the last date of bid submission, then the same shall be treated as incomplete bid and Cost of RfS submitted at this stage will be encashed, the EMD(s) shall be returned and the submitted bid will stand cancelled.

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

I. Technical Bid (First Envelope):

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

- [Format 7.1](#), [Format 7.2](#) (if applicable), [Format 7.3A/Format 7.3A\(I\)/Format 7.3A\(II\)](#), [Format 7.4](#), [Format 7.5](#) (if applicable), [Format 7.6](#), [Format 7.7](#), [Format 7.8/Format 7.8A](#), [Format 7.9](#), [Format 7.10](#) as elaborated in Clause 24 of the RfS.
- All attachments elaborated in Clause 24 of the RfS, under the sub-clause k: Attachments, with proper file names.
- All supporting documents regarding meeting the eligibility criteria.
- Scanned Copies of NEFT/RTGS details towards Cost of RfS Document as mentioned in Bid Information Sheet.

- (e) Scanned Copies of requisite amount of Bank Guarantee towards EMD as mentioned in the Bid Information Sheet.

The Bidder will have to fill the Electronic Form provided at the ETS portal as part of Technical Bid.

II. Financial Bid (Second Envelope):

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

- (a) Covering letter as per [Format 7.11](#) of the RfS
- (b) Preliminary Estimate of Cost of the Project as per [Format 7.12](#) of the RfS

Only a single capacity charge (INR/MW/month) for the location/project applied for, shall be filled separately online in the Electronic Form provided at the ETS portal. The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation, else the bid shall be considered as nonresponsive. The Project selection on the Electronic Form shall be matched with the selection submitted by the Bidder in the Covering Letter. In case of discrepancy between the two choices, the choice indicated in the Covering Letter shall prevail.

III. Important Note:

- (a) The Bidders shall not deviate from the naming and the numbering formats of envelopes mentioned above, in any manner.
- (b) In each of the envelopes (as part of online bid submission), all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.
- (c) All the envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.
- (d) In case the Bidder submits the online documents on ETS bidding portal within the bid submission deadlines and fails to submit the offline documents in the office of APPCC within the bid submission deadlines, the online bid of the Bidder shall not be opened and shall be 'archived' on the ETS bidding portal. Similarly, bids submitted offline but without any online submission on ETS bidding portal shall not be opened and the EMD shall be returned to the respective Bidder. In such cases, cost of RfS document, if paid by the Bidder, will not be refunded to the Bidder.
- (e) Tariff to be quoted in the Financial Bid shall be exclusive of GST (for providing the storage as a service). GST levied on the storage service being provided by the Project, if any, shall be passed through to DISCOMs, the Buying Entity.

28. Notice Board for Display

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

_____ MW/ _____MWh STU-Connected Battery Energy Storage System Project Installed and operated by (insert name of the BESSD) Under RfS Document for Setting up of Cumulative Capacity of 1,250 MW/ 5,000 MWh Standalone Battery Energy Storage System at _____ [Insert Location Name], Andhra Pradesh, under Tariff-Based Competitive Bidding and On Build-Own-Operate Village: _____, Taluk _____, District _____, State: Andhra Pradesh

29. Validity of the Response to RfS

The Bidder shall submit the response to RfS which shall remain valid up to the date as on 180 (One Hundred and Eighty) days from the last date of submission of response to RfS ("Bid Validity"). APPCC reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.

30. Bid Preparation Cost

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

31. Clarifications/ Pre-Bid Meeting/ Enquiries/ Amendments

- 31.1 Clarifications/ Doubts, if any, on RfS document may be emailed and/ or through ETS bidding portal. The format for submission of clarifications is available on the portal. The schedule of bid process

S. No.	Event Description	Date and Time
1	Date and time of start of e-Tender stage	07/10/2026 and 19:00 Hours
2	Last date and time for receiving queries on the Tender Document	22/10/2026 and 17:00 Hours
3	Pre-bid meeting	22/10/2026 and 11:00 Hours
4	APPCC response to queries latest by	02/11/2026 and 17:00 Hours
5	Last date and time of submission of Techno-Commercial Bid and Price Bid (Bid Due Date)	23/11/2026 and 17:00 Hours

S. No.	Event Description	Date and Time
6	Opening of Techno-Commercial Bid	24/11/2026 and 15:00 Hours
7	Intimation to qualified Bidders for opening of their Price Bids	Date and time of price bid opening will be informed to the eligible bidders through email/ ISN-ETS portal.
8	Opening of Price Bids of qualified Bidders	Date and time of price bid opening will be informed to the eligible bidders through email/ ISN-ETS portal.
9	Start of e-Reverse Auction	Date and time of e-RA will be informed to the eligible bidders through email/ ISN-ETS portal.
10	Close of e-Reverse Auction	60 minutes from the start of the e-Reverse Auction, subject to auto-extension of 10 minutes
11	Letter of Award (LOA)	Within 15 days after close of the e-Reverse Auction
12	Signing of BESPA	Within 60 days after issuance of the LOA

- 31.2 APPCC will make effort to respond to the same in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and APPCC's response will be uploaded in the ETS bidding portal <https://www.bharat-electronictender.com>. If necessary, amendments, clarifications, elaborations shall be issued by APPCC which will be notified on ETS bidding portal. No separate reply/intimation will be given for the above, elsewhere. In the event of the issuance of any revision or amendment of the RfS documents, the Bidders shall be provided a period of at least 7 days therefrom, for submission of bids. No clarifications will be issued by APPCC subsequent to bid submission deadline.
- 31.3 A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet & above table in clause 31.1 (Venue to be notified later on APPCC's website).
- 31.4 Enquiries/ Clarifications may be sought by the Bidder by contacting APPCC's officials as per the details contained in the Bid Information Sheet.
- 31.5 In the event of issuance of any revision, amendment, corrigendum, addendum or clarification to this RfS, the Bidders shall be allowed a period of not less than 7 (seven) days from the date of such issuance for submission of their response to RfS. Where the bid submission deadline would otherwise fall within the said period, the deadline shall stand extended accordingly, and such extension shall be notified on the ISN-ETS portal and on the website of APPCC.

32. Right of APPCC to Reject a Bid

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

The rights under this Clause shall continue and remain available to APPCC even after issuance of the Letter of Award and in accordance with Clause 43(g).

33. Post Award Compliances

- 33.1 Timely completion of all the milestones i.e. signing of BESPA, meeting Financial Closure Requirements/Conditions Subsequent (BESPA), Commissioning etc. will be the sole responsibility of BESSD. APPCC shall not be liable for issuing any intimations/ reminders to BESSDs for timely completion of milestones and/ or submission of compliance documents.
- 33.2 Any checklist shared with BESSD by APPCC for compliance of above mentioned milestones to be considered for the purpose of facilitation only. Any additional documents required as per the conditions of Guidelines, RfS and BESPA must be timely submitted by the BESSD.

34. Payment Security Mechanism

- 34.1 The Procurer (DISCOMs) shall be required to establish a monthly unconditional, revolving, and irrevocable Letter of Credit (LC) in favour of the selected Bidder (BESSD), to secure timely payment of Monthly Bills and/or Supplementary Bills, in accordance with the provisions of the BESPA and a Payment Security Fund, which shall be suitable to support payment for at least 3 (three) months' billing of all the Projects tied up with such fund
- 34.2 Prior to the commencement of storage capacity operations, the Procurer shall ensure that the LC is opened through a scheduled commercial bank and made operative at least seven (7) days before the Due Date of the first Monthly Bill. The LC shall be valid for a term of twelve (12) months and renewed annually. The LC amount shall be:
- For the first Contract Year: 100% of the estimated average monthly billing.
 - For each subsequent Contract Year: 100% of the average monthly billing of the preceding Contract Year.
- 34.3 The selected BESSD shall be permitted to draw upon the LC only after the Due Date of the relevant Monthly or Supplementary Bill, and shall not make more than one drawal per month.
- 34.4 In case the LC amount falls short of the required value as specified above, the Procurer shall replenish the shortfall before the next draw.
- 34.5 The Procurer shall ensure that the issuing bank provides written confirmation to the selected Bidder regarding the establishment of the LC.
- 34.6 The Procurer shall be responsible for timely renewal of the LC prior to its expiry.
- 34.7 All costs associated with the opening and maintenance of the LC shall be borne by the Procurer.

- 34.8 In the event of non-payment of any undisputed Monthly or Supplementary Bill by the Due Date, and subject to the terms of the PPA, the selected Bidder shall be entitled to draw the equivalent amount from the LC by presenting:
- A copy of the unpaid Monthly or Supplementary Bill (only for energy-related charges), and
 - A certificate confirming that the bill or part thereof remains unpaid beyond the Due Date and is in accordance with the PPA.
 - In case of wrongful drawl of the LC, the selected Bidder shall be liable to pay interest equivalent to the applicable late payment surcharge from the date of drawal

SECTION 4. QUALIFICATION REQUIREMENTS FOR BIDDERS

Short listing of Bidders will be based on the following Criteria:

35. General Eligibility Criteria

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

- 35.1 The Bidder must fall under either of the following categories:
- i. A Company under the Companies Act, 2013.
 - ii. A Foreign Company under the respective nation's laws.
 - iii. Alternative Investment Funds (AIF) as registered under SEBI. "AIF" shall be as defined by SEBI.
 - iv. A Consortium comprising the above entities

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

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

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

In case the foreign company participating as a member of consortium, Clause 37.5 of the RfS shall be applicable.

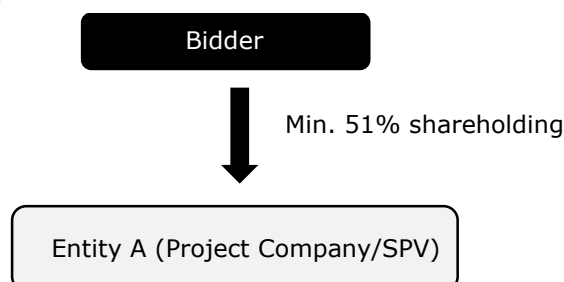
- 35.4 In line with the Office Memorandum (O.M.) issued by the Department of Expenditure, Ministry of Finance, vide No. 7/10/2021-PPD (1) dated 23.02.2023 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS:
- a. Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (as defined in the OM as referred above).

- b. "Bidder" in this reference, means any person or firm or company, including any member of a consortium, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.
 - c. "Bidder from a country which shares a land border with India" for the purpose of this clause, means:
 - i. An entity incorporated, established or registered in such a country; or
 - ii. A subsidiary of an entity incorporated, established or registered in such a country; or
 - iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - iv. An entity whose beneficial owner is situated in such a country; or
 - v. An Indian (or other) agent of such an entity; or
 - vi. A natural person who is a citizen of such a country; or
 - vii. A consortium where any member of the consortium falls under any of the above.
 - d. "Beneficial owner" for the purposes of Clause 35.4 (c) (iv) above will be as defined in the referred OM, including subsequent amendments and clarifications thereto.
 - e. In support of the above, the Bidder shall be required to submit necessary Undertaking, as per [Format 7.8](#) / [Format 7.8A](#) of the RfS.
 - f. Other provisions of the referred OM dated 23.02.2023, except Sl. 17 of the OM, will also be applicable for this tender. Any interpretation of the above clauses will be made in line with the referred OM, including subsequent amendments and clarifications thereto.
- 35.5 Proprietorships, Partnerships, Trusts, NGOs, and Limited Liability Partnership (LLPs) are not eligible for participation on an individual basis or as a part of a Consortium.
- 35.6 A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. (a) existing subsidiary Company of the Successful Bidder, or (b) a Project Company incorporated as a subsidiary Company of the Successful Bidder, for setting up the Project, and in each case, having at least 51% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of BESPA.
- 35.7 Any consortium, if selected as Successful Bidder for the purpose of implementing the Project, shall incorporate a Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of BESPA with DISCOMs, i.e. the Project Company incorporated shall have the same shareholding pattern as that indicated in the Consortium Agreement given at the time of submission of response to RfS. This shall not change till the signing of BESPA and the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights and paid up share

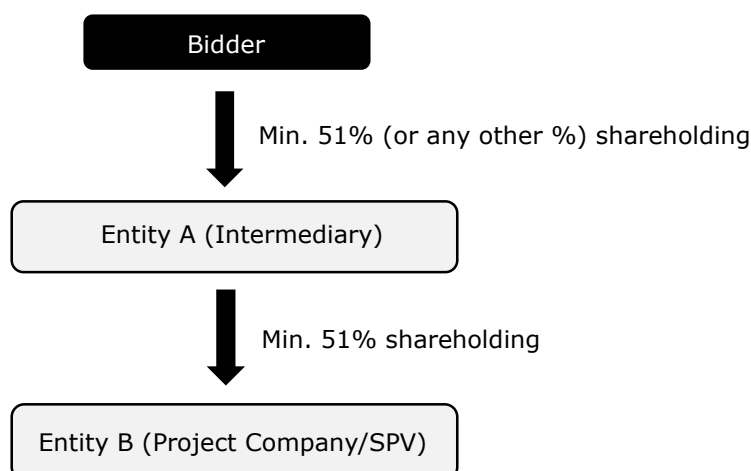
capital) shall not change from submission deadline of response to RfS up to COD of the Project. Transfer of controlling shareholding within the same group of companies will however be allowed prior to COD with the permission of APPCC and DISCOMs, subject to the condition that, the management control remains within the same group of companies.

- 35.8 The Bidder or any of its Affiliates should not be a wilful defaulter to any lender. Further, as on the bid submission deadline, the Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors should not have been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc. or the United Nations or any of its agencies. The Bidder shall submit an undertaking to this effect, as per [Format 7.7](#) of the RfS.
- 35.9 For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in Clauses [35.3](#) and [35.6](#) above should be an immediate subsidiary of the bidder, without any intermediaries involved. The following illustrations are provided to clarify the same:

Scenario 1:



Scenario 2:



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

36. Technical Eligibility Criteria

Under this RfS, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Project. Further, the BESSD shall ensure that refurbished battery cells are not used in the project and the application software of the Energy Management System (EMS) of the BESS shall be developed indigenously within India. The Bidder may indicate regarding the selection of technology and its details at the time of submission of bids in the prescribed [Format](#) of the RfS. The technology proposed at the time of submission of response to RfS can be changed at the time of Financial Closure.

- 36.1 The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of Clause 24. of the RfS. The undertaking shall be submitted as per enclosed [Format](#) of the RfS.
- 36.2 The Project shall also comply with the performance criteria as detailed in Clause 8 of the RfS.
- 36.3 Prior Experience
 - a) The Bidder shall, as on the Bid Submission Deadline, have commissioned and in successful commercial operation not less than cumulatively (i) 400 MWh of grid-connected Battery Energy Storage System (BESS) capacity or (ii) 1 GW of grid connected power projects (all types of projects including conventional and non-conventional energy projects). Such project(s) shall have achieved Commercial Operation Date (COD) as on the Bid Submission Deadline, which shall be evidenced through commissioning certificates, operational records, and other supporting documents submitted by the Bidder.
 - b) The Bidder shall furnish, in Format 7.14 of the RfS, in respect of each BESS project relied upon to meet the criterion under Clause 36.3(a), the name and location of the project, the procurer or off-taker, the installed BESS capacity in MW and MWh, the completed project cost, the scheduled commissioning date under the relevant agreement, the actual commissioning date, the period of delay, if any, along with the reasons therefor, and the date from which the project has been in commercial operation. Each entry shall be supported by a commissioning certificate issued by the concerned procurer, transmission utility, load despatch centre, or any competent authority, and a certificate from the Statutory Auditor or a Chartered Accountant certifying the completed project cost.
 - c) The credentials of an Affiliate, or in the case of a Bidding Consortium, of a Consortium Member or its Affiliate, may be used for meeting the criterion under this Clause 36.3, in accordance with and subject to Clauses 37.3, 37.9 and 37.10 of the RfS.
 - d) A Bidder who does not meet the criterion under this Clause 36.3, or who fails to furnish Format 7.14 complete in all respects, shall not be considered for Financial Bid evaluation. Any statement in Format 7.14 found at any stage to be false or

materially misleading shall render the Bid liable to rejection and the Earnest Money Deposit liable to forfeiture.

- 36.4 A Bidder shall not be eligible if the Bidder or any of its Affiliates (or Group Companies), in respect of any BESS or power project awarded in Andhra Pradesh in the 5 (five) years prior to the Bid Submission Deadline: (a) had its BESPA or PPA terminated for its default; (b) had its Performance Bank Guarantee encashed, in full or in part, for delay or non-performance; (c) failed to sign the BESPA or PPA after issue of the Letter of Award; or (d) is delayed beyond the scheduled Financial Closure or Scheduled Commissioning Date for reasons attributable to it, as recorded by the procurer.
- 36.5 The Bidder shall undertake in Format 7.15 that not less than 20% of the BESS procurement cost of the Project shall be local content, including the Energy Management System software, in accordance with the Ministry of Power order dated 23 December 2025 (as amended from time to time)."

37. Financial Eligibility Criteria

37.1 Net-Worth/Asset Under Management (AUM) or Alternate Investible Funds (AIF)

- a. The Net Worth of the Bidder shall be equal to or greater than INR 1,50,00,000/MW (Rupees One Crore Fifty Lakhs / MW) of the quoted capacity, as on the last date of previous Financial Year, i.e. FY 2025-26 or as on the day at least 7 days prior to the bid submission deadline. For example, for a 500 MW (500 MW x 4 hrs.) Project capacity, the minimum Net Worth requirement to be demonstrated shall be Rs. 1.5 Crores x 500 = Rs. 750 Crores for Project 1 & 3 and Rs. 1.5 Crores x 250 = Rs. 375 Crores for Project 2. In case of the Bidder being a SEBI registered AIF, the cumulative value of Assets Under Management (AUM) with minimum requirement of Rs. 1.5 Crores / MW shall be demonstrated. In this context, AUM shall mean the amount as certified by the Statutory Auditor of the AIF. Net Worth shall be assessed on the quoted capacity, excluding Green Shoe Capacity
- b. The net-worth/value of AUM to be considered for the above purpose will be the cumulative net-worth of the Bidder/AIF or consortium members. Except in the case of AIFs, the Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the Net Worth criteria as per the RfS. In case of the Bidder being a Bidding Consortium, any Member may meet the above criteria on the basis of financial capability of its Affiliate(s). In both cases, such Affiliates shall undertake to contribute the required equity funding and performance bank guarantees in case the bidder(s) fail to do so in accordance with the RfS.
- c. Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and AUM or investible funds to be considered under this clause will be calculated in accordance with applicable SEBI (AIF) Regulations.

37.2 Liquidity:

In order to ascertain that the Bidder has sufficient means to manage the fund requirements for the Project, the Bidder shall be required to demonstrate a minimum annual turnover of INR 1,50,00,000/ MW (Rupees One Crore Fifty Lakhs / MW) of the quoted capacity during the previous financial year, 2025-26 or as on the day at least 7 days prior to the bid submission deadline. It is hereby clarified that "Other Income" as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover. Annual Turnover shall be assessed on the quoted capacity, excluding Green Shoe Capacity

- 37.3 Except for AIFs, the Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per Clauses [37.1](#) and [37.2](#) above subject to Clause 37.9. In case of the Bidder being a Bidding Consortium, any Member (except an AIF) may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and Performance Bank Guarantees in case the Bidder(s) fail to do so in accordance with the RfS. In case of non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of BESP.
- 37.4 For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account.
- 37.5 A Company/Consortium would be required to submit annual audited accounts for the last financial year, 2025-26, or as on the day at least 7 days prior to the bid submission deadline, along with net worth and annual turnover Certificate (as applicable) from a practicing Chartered Accountant/ Statutory Auditor with Unique Document Identification Number (UDIN) to demonstrate fulfillment of the criteria. In case, bidder is seeking qualification based on networth as on the day not more than seven (07) days prior to the due date of bid submission, it shall submit a certificate from Statutory Auditor with a Unique Document Identification Number (UDIN) certifying the availability of Net worth on the date not more than seven (07) days prior to due date of bid submission along with a certified copy of Balance sheet, Profit & Loss Account, Schedules and Cash Flow statements supported with Bank Statement. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located, or provisional accounts as on the day at least 7 days prior to the bid submission deadline.

Note: In case of foreign Bidders, in the event the Bidder is unable to furnish the audited annual accounts for the 2025-26 as per the prevalent norm in the respective country, the Bidder shall submit the annual audited accounts of the last financial year for which the audited accounts are available. This, however, would be acceptable, subject to the condition that the last date of response to this RfS falls

on or within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country, and the Bidder shall submit the corresponding documentary evidence against the same. In case the annual accounts or provisional accounts as on the day at least 7 days prior to the bid submission deadline, are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.

- 37.6 For meeting the above financial eligibility criteria, if the data is provided by the Bidder in a foreign currency, equivalent Indian Rupees of Net Worth and other financial parameters will be calculated by the Bidder using Reserve Bank of India's reference rates prevailing on the date of closing of the accounts for the respective financial year.
- 37.7 In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in Clause 37.6 above.
- 37.8 In case the response to RfS is submitted by a Consortium, then the financial requirement (the Net-Worth) to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each of them in the Project Company.

For example, if two companies A and B form a Consortium with equity participation in 70:30 ratio and submit their bid for a capacity of 500 MW (500 MW x 4 hrs), then, total Net-Worth to be met by the Consortium is Rs. 1.5 Crores x 500 = Rs. 750 Crores. Minimum requirement of Net-Worth to be met by Lead Member A would be minimum Rs. 525 Crores and to be met by Consortium Member B would be Rs. 225 Crores.

- 37.9 For the limited purpose of meeting the technical and financial eligibility criteria, in addition to using credentials of the Affiliates having more than 50% shareholding in the Bidding Company, the bidder may use credentials of those Affiliates who do not control more than 50% of the bidding company, subject to the following:
- a. The qualification criteria parameters will be met proportionately to the equity contribution of the entity whose credentials are being used to meet the requirement. For example, in case of Net Worth requirement being Rs 100 Crore and the strength of an Affiliate is used which owns 30% of the total shareholding in the bidder, the said Affiliate should be able to meet upto Rs 30 Crore of the Net Worth.
- 37.10 In case the strength of an Affiliate is being used for meeting the eligibility criteria, shareholding pattern of the respective Affiliate will be locked-in upto COD of the Project. It is clarified that except for the case of a Foreign Bidder as per Clause 37.5 above, accounts as on the date prior to end of FY 2025-26 will not be accepted under this RfS.

SECTION 5. BID EVALUATION AND SELECTION OF PROJECT

38. Bid Evaluation

- 38.1 Bid evaluation will be carried out considering the information furnished by Bidders as per provisions of this RfS. The detailed evaluation procedure and selection of bidders are described in subsequent clauses in this Section.
- 38.2 APPCC shall constitute a committee for evaluation of the bids (the "Evaluation Committee") comprising not less than three members, of whom at least one shall be a member with expertise in financial matters or in bid evaluation. The Evaluation Committee shall evaluate the bids and shall certify that the bidding process and the evaluation have been conducted in conformity with the provisions of the Guidelines.
- 38.3 Where, at any Project location, the number of Bidders qualifying at the Techno-Commercial Evaluation stage is less than two, the bid process for that location shall be annulled and the bids re-invited. If, even after three attempts at bidding, the number of qualified Bidders at that location remains less than two, APPCC may, with the prior consent of the Appropriate Commission, proceed with the bid process for that location.

39. Techno-Commercial Evaluation of Bidders (Step 1)

- 39.1 The first envelope (Technical Bid submitted online) of only those bidders will be opened by APPCC whose required documents as mentioned at Clause 27 of the RfS are received by APPCC. Bid opening (online) will be done only after the deadline for submission of Bank Guarantee (if applicable) and/or DDs/Pay order against Cost of RfS document.
- 39.2 Subject to Clause 27 of the RfS, APPCC will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, APPCC may seek clarifications/additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/additional documents sought by APPCC within 02 (Two) working days from the date of such intimation from APPCC. All correspondence in this regard shall be made through email/ ETS Bidding portal only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. APPCC shall not be responsible for rejection of any bid on account of the above.
- 39.3 The response to RfS submitted by the Bidder shall be scrutinized to establish Techno Commercial eligibility as per the RfS.
- 39.4 The Techno-Commercial Evaluation under this Clause 39 shall include verification of the Prior Experience criterion under Clause 36.3 of the RfS and of Format 7.14

furnished therewith. Only those Bidders who meet the said criterion shall be treated as Techno-Commercially Qualified for the purposes of Clause 40.

40. Financial Bid Evaluation (Step 2)

Note: The "project" refers to the substation-wise BESS projects to be installed as mentioned in Column 2 of the table in Clause [4.8](#)

The "tariff" in this section, will refer to the capacity charges quoted by the bidders.

- 40.1 In this step Techno-Commercially Qualified Bids shall be evaluated for each individual location/project mentioned in Clause [4.8](#) based on the capacity charges, or the "First Round Tariff", quoted by the bidders in the electronic form of ETS bidding portal under financial bid. After this step, the shortlisted bidders at each location shall be invited for the Reverse Auction
- 40.2 Second Envelope (containing First Round Tariff) of only those bidders shall be opened whose technical bids are found to be qualified as per the RfS.
- 40.3 The tariff(s) must be quoted in Indian Rupee per MW per month in whole numbers only (no decimal places allowed) for each location/project the bidder is interested in. If it is quoted with any decimal places, the digits in the decimal places shall be ignored.
- 40.4 In this step, evaluation will be carried out for each location/project based on the tariff quoted by the Bidders.
- 40.5 On completion of Techno-Commercial bid evaluation, if it is determined that only two Bidders are eligible for the next stage for a particular location/project, then the tender process for that project/location will be annulled and re-tendered. However, subject to mutual consent and approval from the Hon'ble APERC, the capacity of such project/location may be reallocated to other Bidders selected under this RfS, in the order of their quoted tariff.
- 40.6 If the first-round tariff quoted is same for two or more bidders for a particular project, then all the bidders with same tariff shall be considered of equal rank/standing in the order.
- 40.7 All bidders with same tariff for a particular location/project shall be eligible for reverse auction round (provided their rank is equal to or less than nth Bidder as mentioned in Clause 41.2 of the RfS.
- 40.8 Ranking of bidders after Financial Bid Evaluation for each location/project individually: Following illustrates an example of ranking of bidders after financial bid opening and evaluation.

Bidder	Submitted Financial Bid	Location/ Project	Ranking
B1	₹ 4,05,000 (Tariff in ₹/ MW/month)	P1	L1

B2	₹ 4,06,000 (Tariff in ₹/ MW/month)	P1	L2
B3	₹ 4,10,000 (Tariff in ₹/ MW/month)	P1	L3
B4	₹ 4,10,000 (Tariff in ₹/ MW/month)	P1	L3
B5	₹ 4,12,000 (Tariff in ₹/ MW/month)	P1	L4
B6	₹ 4,15,000 (Tariff in ₹/ MW/month)	P1	L5
B7	₹ 4,16,000 (Tariff in ₹/ MW/month)	P1	L6
B8	₹ 4,18,000 (Tariff in ₹/ MW/month)	P1	L7
B9	₹ 4,20,000 (Tariff in ₹/ MW/month)	P1	L8

- 40.9 In the event VGF is sanctioned for the Project and accepted by the BESSD, the Applicable Capacity Charges shall be reduced from the date of first disbursement of such VGF in accordance with the following formula:

Tariff Reduction (INR/MW/month) = VGF × CRF / (12 × Contracted Capacity in MW)

Where:

- **VGF** = Total VGF amount sanctioned and disbursed for the Project (INR)
- **CRF** = Capital Recovery Factor computed as: **CRF = $r(1+r)^n / ((1+r)^n - 1)$**

Where: **r** = 10%; and

n = Balance BESPA term (years) remaining from the date of first VGF disbursement.

- The revised Capacity Charges shall be:

Revised Capacity Charges = Discovered Capacity Charges – Tariff Reduction

The revised Capacity Charges shall apply prospectively from the date determined by APPCC/DISCOMs and shall remain applicable for the balance term of the BESPA.

41. Reverse Auction (Step 3)

- 41.1 Reverse auctions will be held for each location/project, on the portal <https://www.bharat-electronictender.com> on the day(s) as intimated by APPCC to the eligible Bidders. Rules of the auction process are brought out below and are also contained in [Annexure C](#) of the RfS. As part of submission of their response to RfS, the Bidders shall submit the scanned copy of [Annexure C](#) of the RfS duly signed and stamped by the Authorized Signatory, as an acceptance of the provisions contained therein.

- 41.2 The total number of eligible bidders for the reverse auction shall be decided as mentioned below:

Assuming T = Total Techno-Commercially Qualified Bidders,

Total eligible Bidders (n) for e-Reverse Auction:

Case	Condition/If	Formula	Total Eligible Bidders for e-RA
Case - I	$T \leq 3$	$n = T$	All the techno-commercially qualified bidders whose financial bids are in line

			with the RfS provisions, will be shortlisted for e-RA.
Case - II	$3 < T \leq 5$	$n = T - 1$	The lowest ranked bidder, i.e. the bidder quoting the highest Price (the "H1 bidder") shall be eliminated at this stage, and the remaining techno-commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA.
Case - III	$T \geq 6$	$n = T - 2$	Both the lowest ranked bidders, i.e. the 2 bidders quoting the highest prices (the "H1" bidder & "H2" bidder) shall be eliminated at this stage, and the remaining techno commercially qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA.

Note:

(a) In case more than one bidder is ranked as "H1"/ "H2" bidder, i.e. such bidders are at the same Price, all such bidders will be eliminated at this stage.

(b) The above elimination will take place subject to the condition that the total number of shortlisted bidders ("n") after such elimination remains more than 3. In the contradictory scenario,

- i. In Case – II: No such elimination will take place at this stage.
- ii. In Case – III: Elimination based on the above criteria would take place in steps i.e., first "H1", then "H2" until "n" remains more than 3.

41.3 After opening of Financial Bids and at least two hours before the scheduled start time of Reverse Auction, a system generated email for invitation for Reverse Auction will be sent to those "n" bidders who have been shortlisted for Reverse Auction for each of the location/project based on the criteria mentioned at Clause 41.2 above.

41.4 Shortlisted bidders for Reverse Auction at each location/project will be able to login into the ETS bidding portal of reverse auction 15 minutes before the start time of reverse auction.

- a. During the 15 minutes prior to start of reverse auction process, the respective tariff of the bidder shall be displayed on its window.
- b. The minimum decrement value for tariff shall be INR 1,000 per MW/month. The Bidder can mention its revised discounted tariff which has to be at least Rs. 1,000/MW/month less than its current tariff.
- c. Bidders can only quote a value lower than their previous quoted tariff taking into consideration the minimum decrement value mentioned in the previous clause. However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.
- d. In the bidder's bidding window, the following information can be viewed by the bidder:

- i. It's tariff as the initial start price for each location/project and there after last quoted tariff
- ii. The list of all the Bidders with their following details: Pseudo Identity, last quoted tariff at each location/project
- e. The initial auction period will be of 60 (sixty) minutes with a provision of auto extension by 10 (Ten) minutes from the scheduled/ extended closing time. Such auto extension shall be affected if by way of reduction in tariff, a Bidder becomes the lowest bidder for that location/project. If no such change as described above is affected during the last 10 (Ten) minutes of auction period or extended auction period, then the reverse auction process will automatically get closed.

NOTE: The schedule (date and time) for the conduct of the e-RA for each project/location shall be communicated separately to the bidders shortlisted for participation in the e-RA for the respective project(s)/location(s). Bidders are, however, advised to familiarize themselves thoroughly with the e-RA portal and ensure all necessary arrangements—such as login credentials, system readiness, and internet connectivity—are in place to enable seamless participation in the e-RA simultaneously across all project(s)/location(s) quoted in their bid.

42. Selection of Successful Bidders

- 42.1 In case of a tie among two or more Bidders for the lowest bid in e-RA (i.e. their last quoted tariff being the same for a location/ project), successful bidder will be considered based on chronological order of their last quoted tariff during the e-RA with preference to be given to that Bidder who has quoted his last tariff during the e-RA, earlier than others.

In the above case, if the time of quote also becomes exactly same among the Bidders at a tie, then the selection among these Bidders shall be done as follows:

- Step 1: Bidder who has quoted the lowest in Financial Bid (Electronic Form) will be selected. If there is also a tie among these bidders, then the following step (Step 2) will be followed.
- Step 2: Selection will be done based on Net Worth. The bidder with higher Net worth will be selected

43. Issuance of LoAs

- a) At the end of the selection process, a Letter of Award (LoA) will be issued to the successful Bidders. In case of a Consortium being selected as the successful Bidder, the LoA shall be issued to the Lead Member of the Consortium.
- b) In all cases, APPCC's decision regarding selection of Bidder through Reverse Auction or other- wise based on tariff or annulment of tender process shall be final and binding on all participating bidders.
- c) The Successful Bidder shall sign the BESPA with the DISCOMs within 60 (sixty) days from the date of issuance of the Letter of Award, which period may be extended by APPCC. In the event the BESPA is not signed within 6 (six) months from the date of issuance of the Letter of Award, or such extended date as may

be mutually agreed between APPCC and the Successful Bidder, the capacity awarded to such Successful Bidder shall stand cancelled and the Earnest Money Deposit shall be liable to be forfeited. This Clause shall not apply where the BESPA is not signed on account of Clause 43(g).

- d) The DISCOMs shall, within 30 (thirty) days of issuance of the Letter of Award, approach the Andhra Pradesh Electricity Regulatory Commission for adoption under Section 63 of the Electricity Act, 2003 of the capacity charges discovered under this RfS and of the quantum of capacity to be procured. Where the adoption procedure requires a signed BESPA to be submitted along with the petition, the said timeline shall stand extended suitably.
- e) Subject to clause 43 (g), in the event the Andhra Pradesh Electricity Regulatory Commission does not pass its order adopting the capacity charges within 120 (one hundred and twenty) days from the Effective Date of the BESPA, the scheduled Financial Closure date and the Scheduled Commissioning Date shall each stand extended by the number of days of delay beyond the said period of 120 days, until the date of such adoption.
- f) Following execution of the BESPA, APPCC/DISCOMs shall publish on its website, for a period of not less than 30 (thirty) days, the name of the Successful Bidder for each Project and the capacity charges discovered, together with the component-wise break-up thereof, if any.
- g) Notwithstanding anything contained in this RfS, the Letter of Award or any other bidding document, APPCC reserves the right, at any time prior to execution of the BESPA and/or prior adoption of the discovered Capacity Charges by the Appropriate Commission under Section 63 of the Electricity Act, 2003, to withdraw, cancel, modify or reduce the awarded capacity, in whole or in part, without any liability whatsoever to the Successful Bidder. In the event the Appropriate Commission declines to adopt the discovered Capacity Charges, approves a lower capacity, imposes conditions materially affecting the procurement contemplated under this RfS, or any Government authority directs modification, deferment or cancellation of the procurement, APPCC shall be entitled to suitably modify, defer or cancel the procurement process or the Letter of Award. In such event, the Successful Bidder shall not be entitled to any compensation, damages, loss of profit, termination payment or any other claim against APPCC, APTRANSCO or the DISCOMs, and the applicable Bid Security/Performance Bank Guarantee pertaining to the affected capacity shall be returned within 30 (thirty) days of such withdrawal, cancellation, modification or reduction, without interest.

SECTION 6. DEFINITIONS OF TERMS

- 44. Following terms used in the documents will carry the meaning and interpretations as described below:**
- 44.1 **"ACT" or "ELECTRICITY ACT, 2003"** shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time.
- 44.2 **"AFFILIATE"** shall mean a company that, directly or indirectly,
- i. controls, or
 - ii. is controlled by, or
 - iii. is under common control with, a company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such company or right to appoint majority Directors.
- 44.3 **"APPROPRIATE COMMISSION"** shall mean the Andhra Pradesh Electricity Regulatory Commission.
- 44.4 **"Auxiliary Energy Consumption"** means the energy consumed by the auxiliary equipment of the BESS, measured separately through the auxiliary meter.
- 44.5 **"AVAILABILITY"** shall mean as defined in Clause [8](#) of the RfS.
- 44.6 **"BATTERY ENERGY STORAGE SYSTEMS" or "BESS"** shall mean the system(s)/project utilizing methods and technologies such as electrochemical batteries (Lead Acid, Li-ion, solid state batteries, flow batteries, etc.), providing a facility that can store chemical energy and deliver the stored energy in the form of electricity. Such systems may be operated on stand-alone basis.
- 44.7 **"BATTERY ENERGY STORAGE SYSTEM DEVELOPER" or "BESSD" or "DEVELOPER" or "PROJECT DEVELOPER" or "DEVELOPER"** shall mean the entity owning/operating the BESS facility for supply of power under the BESPA, and shall refer to the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a Project capacity by APPCC (through a competitive bidding process), including the SPV formed by the selected bidder/consortium for the purpose of setting up of the Project and signing of BESPA with DISCOMs.
- 44.8 **"BATTERY ENERGY STORAGE PURCHASE AGREEMENT" or "BESPA"** shall mean the agreement signed between the Selected Bidder/BESSD and DISCOMs according for procurement of capacity from the BESS, as per the terms and conditions of the standard BESPA enclosed with this RfS.
- 44.9 **"BID" or "PROPOSAL"** shall mean the documents submitted by the Bidder towards meeting the techno-commercial and financial qualifying requirements, along with the price bid submitted by the Bidder as part of its response to the RfS issued by APPCC.
- 44.10 **"BIDDER"** shall mean Bidding Company (including a foreign company) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require; foreign companies

participating in the bidding process shall be registered as companies as per the rules of their country of origin.

- 44.11 **"BIDDING CONSORTIUM"** or **"CONSORTIUM"** shall refer to a group of Companies that collectively submit the response in accordance with the provisions of this RfS under a Consortium Agreement.
- 44.12 **"BID CAPACITY"** shall mean aggregate contracted capacity of the Battery Energy Storage System(s) as proposed by the Bidder.
- 44.13 **"AUTHORIZED REPRESENTATIVE"** of the Procurers or **"BID COORDINATOR"** shall mean APPCC, i.e. the entity designated for issuing the tender documents and carrying out the process of selection of Successful Bidders on behalf of the DISCOMs. The Bid Coordinator shall not be a party to the BESPA and shall not purchase or resell any capacity or energy under this RfS.
- 44.14 **"BUYING ENTITY" OR "STATE DISCOMS" OR "DISCOMS"** shall mean Andhra Pradesh State Govt. undertaking Electricity distribution Companies viz. Eastern Power Distribution Company of Andhra Pradesh Limited (APEPDCL), Southern Power Distribution Company of Andhra Pradesh Limited (APSPDCL), Andhra Pradesh Central Power Distribution Corporation Limited (APCPDCL)
- 44.15 **"CHARTERED ACCOUNTANT"** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949. For bidders incorporated in countries other than India, "Chartered Accountant" shall mean a person or a firm practicing in the respective country and designated/ registered under the corresponding Statutes/ laws of the respective country.
- 44.16 **"COMPANY"** shall mean a body corporate incorporated in India under the Companies Act, 2013 or any law in India prior thereto relating to Companies, as applicable.
- 44.17 **"COMMERCIAL OPERATION DATE (COD)"** shall mean the date as defined in Clause 22 of the RfS.
- 44.18 **"CONTRACTED CAPACITY"** or the **"PROJECT CAPACITY"** shall mean the capacity in MW/MWh ("X" MW x4 hrs) contracted with DISCOMs for providing Energy storage facility for charging and discharging the system on "on-demand" basis, based on which the BESPA is executed with DISCOMs.
- 44.19 **"CONTRACT YEAR"** shall mean the period beginning from the Effective Date of the BESPA and ending on the immediately succeeding 31st March and thereafter each period of 12 months beginning on 1st April and ending on 31st March provided that:
- a. in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding 31st March, and thereafter each period of 12 (Twelve) Months commencing on 1st April and ending on 31st March, and
 - b. Provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement.

- 44.20 **"CONTROL"** shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors.
- 44.21 **"CONTROLLING SHAREHOLDING"** shall mean more than 50% of the voting rights and paid-up share capital in the Company/ Consortium.
- 44.22 **"CENTRAL TRANSMISSION UTILITY (CTU)"** shall mean the Central Transmission Utility as defined in sub-section (10) of section 2 of the Electricity Act 2003.
- 44.23 **"Cycle"** means discharge at the Delivery Point of energy equal to the rated energy of a block, in one or more sessions.
- 44.24 **"DAY"** shall mean calendar day.
- 44.25 **"DISCOMs", "APDISCOMs", "Buying Entities" or "Procurers"** shall mean collectively Andhra Pradesh Central Power Distribution Corporation Limited (APCPDCL), Eastern Power Distribution Company of Andhra Pradesh Limited (APEPDCL) and Southern Power Distribution Company of Andhra Pradesh Limited (APSPDCL), acting jointly through APPCC for the purposes of procurement under this Agreement, and shall include their respective successors and permitted assigns.
- 44.26 **"EFFECTIVE DATE"** shall mean the date as per Clause 19.4 of the RfS.
- 44.27 **"EQUITY"** shall mean Net Worth as defined in Companies Act, 2013.
- 44.28 **"FINANCIAL CLOSURE" or "PROJECT FINANCING ARRANGEMENTS"** means arrangement of necessary funds by the BESSD towards 100% Project Cost either by way of commitment of funds by the Company from its internal resources and/or tie up of funds through a bank/ financial institution by way of sanction of a loan or letter agreeing to finance.
- 44.29 **"GENERAL NETWORK ACCESS (GNA)"** shall mean General Network Access as defined under the Central Electricity Regulatory Commission (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022.
- 44.30 **"GUIDELINES"** shall mean "Guidelines for Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services" issued by Ministry of Power vide Gazette Resolution dated 10.03.2022, including subsequent amendments and clarification thereof, if any, issued until the last date of bid submission of this RfS.
- 44.31 **"GRID CODE REGULATIONS" or "GRID CODE"** shall mean the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023/ APERC (Andhra Pradesh State Electricity Grid Code) 2014 and their amendments from time to time.
- 44.32 **"GROUP COMPANY"** of a Company means
- a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or;
 - a Company in which the Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company or;
 - a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether

through the ownership of securities or agreement or any other arrangement or otherwise or;

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

Provided that entities which have Government shareholding, financial institution, scheduled bank, foreign institutional investor, Non-Banking Financial Company, and any mutual fund, pension funds and sovereign funds shall not be deemed to be Group Company, and its shareholding and the power to direct or cause to be directed the management and policies of a Company shall not be considered for the purposes of this definition unless it is the Project Company or a Member of the Consortium developing the Project.

- 44.33 **"INTER-CONNECTION POINT/ DELIVERY/ METERING POINT"** shall mean a single point at the location identified for the Project, at the voltage level specified in Clause 4.8 and Clause 7 of the RfS, where power from the Project(s) is injected into and drawn from the Grid (including the dedicated transmission line connecting the Project with the substation system) as specified in the RfS document. Metering shall be done at this interconnection point where the power is injected into or drawn from. For interconnection with grid and metering, the BESSDs shall abide by the relevant CERC/ SERC Regulations, Grid Code and CEA (Installation and Operation of Meters) Regulations, 2006 or equivalent APERC Regulations as amended and revised from time to time.
- 44.34 **"INTERESTED PARTIES"** shall mean a situation where control is equally distributed among interested parties in the Group Company or Bidding Consortium.
- 44.35 **"ISTS"** means Inter-State Transmission System.
- 44.36 **"JOINT CONTROL"** shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% of voting rights and paid-up share capital).
- 44.37 **"Land Owning Entity"** means, for each Project, the entity named in Annexure E of the RfS as the owner of the Project land, with which the BESSD executes the ROU Agreement.
- 44.38 **"LEAD MEMBER OF THE BIDDING CONSORTIUM"** or **"LEAD MEMBER"**: here shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium.
- Note:** The shareholding of the Lead member in the Project Company (Special Purpose Vehicle) cannot be changed till the Commercial Operation Date (COD) of the Project.
- 44.39 **"LETTER OF AWARD"** or **"LoA"** shall mean the letter issued by APPCC to the selected Bidder for acceptance of award of the Project/signing of BESPA.

- 44.40 **"LIMITED LIABILITY PARTNERSHIP"** or **"LLP"** shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended.
- 44.41 **"LLC"** shall mean Limited Liability Company.
- 44.42 **"MEMBER IN A BIDDING CONSORTIUM"** or **"MEMBER"** shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company.
- 44.43 **"MONTH"** shall mean calendar month.
- 44.44 **"NET-WORTH"** shall mean the Net-Worth as defined section 2 of the Companies Act, 2013.
- 44.45 **"PAID-UP SHARE CAPITAL"** shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013.
- 44.46 **"PARENT"** shall mean a Company, which holds more than 50% voting rights and paid-up share capital, either directly or indirectly in the Project Company or a Member in a Consortium developing the Project.
- 44.47 **"PROJECT"** shall mean the Battery Energy Storage System set up by the BESSD for supply of Power on an "on Demand" basis, having single point of injection/drawl into/from the grid at Interconnection/ Delivery/ Metering Point. The Project shall also comprise auxiliaries and associated facilities, bay(s) for transmission system in their switchyard, transmission line up to the injection point and all the other assets, buildings/structures, equipment, plant and machinery (pertaining to the BESS), facilities and related assets required for the efficient and economic operation of the power supply facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to DISCOMs.
- 44.48 **"PROJECT CAPACITY"** shall mean the maximum AC capacity at the Delivery Point that can be scheduled on which the BESPA shall be signed.
- 44.49 **"PROJECT COMMISSIONING"**: The Project will be considered as commissioned in line with the Commissioning procedure defined in the RfS/BESPA.
- 44.50 **"PROJECT LOCATION"** shall mean as per Clause [4.8](#) of the RfS.
- 44.51 **"POWER ON DEMAND"** shall mean the requirement of buying entities to charge and discharge the BESS based on its requirements during the time of day, subject to provisions of the RfS and BESPA.
- 44.52 **"RENEWABLE ENERGY (RE) POWER"** shall mean power from a RE Power generation facility.
- 44.53 **"RfS"** or **"RfS DOCUMENT"** or **"BIDDING DOCUMENT(S)"** or **"TENDER DOCUMENTS"** shall mean the "Request for Selection" document issued by APPCC including standard Battery Energy Storage Purchase Agreement along with subsequent clarifications and amendments thereof.
- 44.54 **"SCHEDULED COMMISSIONING DATE"** or **"SCD"** shall be the date as indicated in Clause [9](#) of the RfS.
- 44.55 **"SELECTED BIDDER"** or **"SUCCESSFUL BIDDER"** shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of BESPA.

- 44.56 **"STATE TRANSMISSION UTILITY"** or **"STU"** shall mean the Board, or the Government Company notified by the respective State Government under Sub-Section I of Section 39 of the Electricity Act, 2003.
- 44.57 **"STATUOTORY AUDITOR"** shall mean the auditor appointed under the provisions of the Companies Act, 1956 / Companies Act, 2013 (as the case may be) or under the provisions of any other applicable governing law
- 44.58 **"TOE"** shall mean Tender Opening Event.
- 44.59 **"ULTIMATE PARENT"** shall mean a Company, which owns more than 50% (Fifty Percent) voting rights and paid-up share capital, either directly or indirectly in the Parent and Affiliates.
- 44.60 **"WEEK"** shall mean calendar week

SECTION 7. SAMPLE FORMS & FORMATS FOR BID SUBMISSION

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

Format 7.1 :

COVERING LETTER

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

Ref. No. _____

Date: _____

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

Tel.#:

E-mail address#

To

The Chief General Manager (PP & Legal), APPCC

Vidyut Soudha,

Gunadala, Eluru Rd,

Vijayawada, Andhra Pradesh 520004

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

Dear Sir/ Madam,

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

We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in [Format 7.8](#) under Disclosure) OR We confirm that in the response to the aforesaid RfS, we have a Group Company who owns more than 10% but less than 26% in the bidding company as well as other companies who may participate in this RfS, and accordingly, we have submitted requisite undertaking as per [Format 7.8A](#) in this regard [*strike out whichever not applicable*].

We are submitting response to RfS for the development of following Project [*strike out the projects that are not applicable*]:

S. No	Project	Name of the Substation /Project	Interconnection Voltage	Proposed BESS Capacity (MW/MWh)	Check for the project applying for
1	Project-1	Rayalaseema Thermal Power Plant (RTPP)	400kV	500/2,000	
2	Project-2	Talaricheruvu RE Project	220kV	250/1,000	
3	Project-3	NP Kunta RE Project	220kV	500/2,000	
Total Capacity for Bidding				1,250/5,000	

1. We give our unconditional acceptance to the RfS, dated _____ [Insert date in dd/mm/yyyy] and standard BESPA documents attached thereto, issued by APPCC. In token of our acceptance to the RfS, and BESPA documents along with the amendments and clarifications issued by APPCC, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the BESPA is executed as per the provisions of the RfS and provisions of BESPA and shall be binding on us. Further, we confirm that the Project shall be commissioned within the deadline as per Clause 9 of the RfS.
2. Earnest Money Deposit (EMD): - (Please read Clause 17 carefully before filling)
We have enclosed EMD of INR _____ (Insert Amount), in the form of Bank Guarantee no. _____ [Insert bank guarantee number] dated _____ [Insert date of bank guarantee] as per [Format 7.3A](#) from _____ [Insert name of bank providing bank guarantee] and valid up to _____ in terms of Clause 17 of this RfS. The total capacity of the BESS Project offered by us is _____ MW/ _____ MWh.
3. We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG within due time as mentioned in 18 of this RfS on issue of LoA by APPCC for the selected Project and/or we are not able to sign BESPA with DISCOMs within the timeline as stipulated in the RfS for the selected Project, APPCC shall have the right to encash the EMD submitted by us and return the balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.
4. We have submitted our response to RfS strictly as per SECTION 7 (Sample Forms and Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
5. **Acceptance:**
We hereby unconditionally and irrevocably agree and accept that the decision made by APPCC in respect of any matter regarding or arising out of the RfS shall be binding on us. We hereby expressly waive and withdraw any deviations from the provisions of the RfS and also waive and withdraw all claims in respect of this process.
We also unconditionally and irrevocably agree and accept that the decision made by APPCC in respect of award of Project according to our preference order as above and in line with the provisions of the RfS, shall be binding on us.

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

- We confirm that we have studied the provisions of the relevant Indian Laws, Regulations and Order issued by judicial bodies as required to enable us to submit this response to RfS and execute the BESPA, in the event of our selection as Successful Bidder.
7. In case of our selection as the Successful bidder under the scheme and the Project being executed by a Special Purpose Vehicle (SPV) which shall be our subsidiary, we shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution prior to signing of BESPA with APPCC, committing total equity infusion in the SPV as per the provisions of RfS.
 8. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.
 9. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from APPCC.
 10. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.
 11. We confirm that all the terms and conditions of our Bid are valid up to a period of 180 days from the last date of submission of response to RfS. We confirm that in the event of issuance of LoA under the RfS, the tariff indicated in the LoA shall be valid until the signing of BESPA, pursuant to Clause 43 (d) of the RfS.
 12. We hereby understand and confirm that APPCC reserves its right to verify the documents furnished by us at the time of submission of RfS including availability of the Net Worth to the extent claimed in the RfS with the original documents and bank statements and the shareholding of the Project Company along with a copy of complete documentary evidence supported with originals at any stage from evaluation upto the expiry of BESPA.
We understand and confirm that if the aforesaid documents furnished by us are found to be misleading or misrepresenting in any way, APPCC shall be free to take appropriate action including forfeiture of EMD and blacklisting us for an appropriate period decided by APPCC.
 13. We, hereby, declare that only the persons or firms interested in this bid as named here and that no other persons or firms other than those mentioned herein have any interest in this bid or in the BESPA to be entered into. We confirm that this bid is made without any connection with any other person, firm or party likewise submitting a bid. We further confirm that this bid is submitted in good faith and without collusion or fraud.

14. Contact Person:

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

Name : _____

Designation : _____
Company : _____
Address : _____
Phone Nos. : _____
Mobile Nos. : _____
Fax Nos. : _____
E-mail address : _____

15. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a seller's event of default under BESPA and consequent provisions of BESPA shall apply.

Dated the _____ day of _____, 20____

Thanking you,
We remain,
Yours faithfully,

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

Format 7.2 :**FORMAT FOR POWER OF ATTORNEY**

(Applicable Only in case of Consortiums)

(To be provided by each of the other members of the Consortium in favor of the Lead Member)

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

KNOW ALL MEN BY THESE PRESENTS THAT M/s..... having its registered office at, and M/s having its registered office at, (Insert names and registered offices of all Members of the Consortium) the Members of Consortium have formed a Bidding Consortium named (insert name of the Consortium if finalized) (hereinafter called the 'Consortium') vide Consortium Agreement dated..... and having agreed to appoint M/s.....as the Lead Member of the said Consortium do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws ofand having its Registered/ Head Office atas our duly constituted lawful Attorney (hereinafter called as Lead Member) to exercise all or any of the powers for and on behalf of the Consortium in regard to submission of the response to RfS No.....

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

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

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

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

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

For and on behalf of Consortium Member

M/s.....

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

(Name

Designation Place:

Date:)

Accepted

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

Attested

(Signature of the executant)

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

Place: ----- Date: -----

Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in [SECTION 6](#), Definition of Terms of the RfS.

Format 7.3A :**FORMAT FOR BANK GUARANTEE TOWARDS EARNEST MONEY DEPOSIT (EMD)**

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

Reference:

Bank Guarantee No.: Date:

In consideration of the _____ [Insert name of the bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for _____ [Insert title of the RfS] of the project capacity ofMW/.....MWh, at[Insert name of the place] for offering Battery Energy Storage System on long term basis, in response to the RfS No. _____ dated _____ issued by Andhra Pradesh Power Coordination Committee (hereinafter referred to as APPCC) and APPCC considering such response to the RfS of[Insert the name of the Bidder] as per the terms of the RfS, the _____ [Insert name & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to APPCC at Vijayawada forthwith without demur on demand in writing from APPCC or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees _____ [Insert amount not less than that derived in line with Clause 17 of the RfS], only, on behalf of M/s _____ [Insert name of the bidder].

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

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

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

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

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by _____ [Insert name of the Bidder] and/ or any other person. The Guarantor Bank shall not require APPCC to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against APPCC in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Vijayawada/ Amaravati, Andhra Pradesh, shall have exclusive jurisdiction.

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

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

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly APPCC shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the Bidder, to make any claim against or any demand on the Bidder or to give any notice to the Bidder or to enforce any security held by APPCC or to exercise, levy or enforce any distress, diligence or other process against the Bidder.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to _____ Bank and a confirmation in this regard is received by APPCC.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ only) and it shall remain in force until _____ [Date to be inserted on the basis of Clause No. [18](#) of this RfS].

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

Signature: _____
 Name: _____
 Power of Attorney No.: _____

For
 _____ *[Insert Name and Address of the Bank]* _____

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this _____ day of _____, 20____

Format 7.3A(I) :**FORMAT OF INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT**

(To be executed on Non-Judicial Stamp Paper of Appropriate Value)

Insurance Surety Bond No.

Date: _____

(Name of Contract)

To:

APPCC

WHEREAS (name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated (date of bid) for the performance of the above-named Contract (hereinafter called "the Bid").

KNOW ALL PERSONS by these present that We (name of Insurance Company) of (address of Insurance Company) (hereinafter called "the Surety"), are bound unto APPCC (hereinafter called "the APPCC") for the sum of (amount),

for which payment well and truly to be made to APPCC, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder,
 - withdraws or modifies its Bid during the period of bid validity, or
 - adopts corrupt or collusive or coercive or fraudulent practices or defaults under Integrity Pact.
2. If the Bidder, having been notified of the acceptance of its Bid by the APPCC during the period of bid validity.
3. fails or refuses to sign the Contract Agreement when required, or
4. fails or refuses to submit the performance security in accordance with the Tender Documents.

We undertake to pay to the APPCC up to the above amount upon receipt of its first written demand, without the APPCC having to substantiate its demand, provided that in its demand the APPCC will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

The Surety declares that this Insurance Surety Bond is issued by the (name of Insurance Company), utilizing the credit limit of M/s (*name of BESSD*) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

This Insurance Surety Bond will remain in force up to and including (date 9 months from the last date of Bid Submission), and any demand in respect thereof must reach the Surety not later than the above date.

For and on behalf of the Insurance Company in the capacity of Common Seal of the Insurance Company with complete address including Tel. Nos. / e-Mail Id.

Staff Authority No. of the officer of the Insurance Company /Signatory

INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT

MONEY DEPOSIT

1. Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.
2. The executing officers of the Insurance Surety Bond for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No. / Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
3. Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duly signed/initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company.
4. Stamp paper shall be purchased in the name of Insurance Company issuing the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six (6) months prior to execution/ issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. The issuing Insurance Company shall be requested independently for verification/ confirmation of the Insurance Surety Bond issued, non-confirmation of which may lead to rejection of 'Insurance Surety Bond'.
5. Irrevocable, valid and fully enforceable Insurance Surety Bond in favor of the Andhra Pradesh Power Coordination Committee (APPCC) issued by any Insurance Company registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI) in Indian currency (INR) only is acceptable to the APPCC
6. Insurance Surety Bond for Bid security in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the APPCC (authority inviting tenders) with a forwarding letter.

Format 7.3A(II) :**FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY
IREDA/REC/PFC (IN LIEU OF BG TOWARDS EMD)**

No. _____

Date:

APPCC

Reg: M/s _____ (insert name of the Bidder) – Issuance of Payment on Order Instrument for an amount of Rs.

Dear Sir,

1. It is to be noted that M/s. _____ (insert name of the POI issuing Agency) ('IREDA/REC/PFC') has sanctioned a non-fund based limit loan of Rs. _____ (Rupees _____ only) to M/s _____ under the Loan agreement executed on _____ to execute Renewable Energy Projects.

2. At the request of M/s _____, on behalf of _____ (insert name of the Bidder), this Payment on Order Instrument (POI) for an amount of Rs. _____ (Rupees _____ (in words)). This Payment on Order Instrument comes into force immediately.

3. In consideration of the _____
[Insert name of the Bidder] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for Setting up of InSTS connected standalone BESS Projects of the cumulative capacity of MW/MWh [Insert Project capacity proposed] for supply of power there from on long term basis, in response to the RfS No. _____ dated _____ issued by Andhra Pradesh Power Coordination Committee (hereinafter referred to as APPCC) and APPCC considering such response to the RfS of [Insert the name of the Bidder] as per the terms of the RfS, the _____ [Insert name & address of IREDA /PFC /REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to APPCC at [APPCC, Vidyut Soudha, Gunadala, Eluru Rd, Vijayawada, Andhra Pradesh 520004] forthwith without demur on demand in writing from APPCC or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees [Insert amount not less than that derived on the basis of Rs.5 Lakhs per MWh of capacity proposed], only, on behalf of M/s[Insert name of the Bidder].

4. In consideration of the above facts, IREDA/REC/PFC, having its registered office at , agrees to make payment for the sum of Rs. _____ lakhs (in words.....) to APPCC on the following conditions:-

(a) IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of _____ days of receipt of request from APPCC within the validity period of this letter as specified herein;

(b) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by

any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against APPCC;

(c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors

(d) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (APPCC and Bidding Party), subject to the however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc.;

(e) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity

(f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by APPCC made in any format within the validity period. IREDA/REC/PFC shall not require APPCC to justify the invocation of the POI against the SPV/BESSD, to make any claim against or any demand against the SPV/BESSD or to give any notice to the SPV/BESSD

(g) The POI shall be the primary obligation of IREDA/REC/PFC and APPCC shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/BESSD

(h) Neither APPCC is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against APPCC in respect of the payment made under letter of undertaking

5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid up to _____ and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs. and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.

Thanking you,

Yours faithfully

For and on behalf of

M/s. _____

(Name of the POI issuing agency)

()

General Manager

Format 7.3B :**FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)**

(To be submitted separately for the project)

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

Reference:

Bank Guarantee No.: Date:

In consideration of the _____ [Insert name of the Bidder] (hereinafter referred to as 'selected Battery Energy Storage System Developer') submitting the response to RfS inter alia for[insert title of the RfS] of the capacity ofMW/.....MWh, at[Insert name of the place], in response to the RfS dated..... issued by Andhra Pradesh Power Coordination Committee Limited (hereinafter referred to as APPCC) and APPCC considering such response to the RfS of[Insert name of the Bidder] (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Project of the Battery Energy Storage System Developer (BESSD) and issuing Letter of Award No. _____ to _____ (Insert Name of selected Battery Energy Storage System Developer) as per terms of RfS and the same having been accepted by the selected BESSD resulting in a Battery Energy Storage Purchase Agreement (BESPA) to be entered into, for procurement of capacity [from selected Battery Energy Storage System Developer or a Project Company, M/s _____ {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable].

As per the terms of the RfS, the _____ [Insert name & address of Bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to APPCC at Vijayawada forthwith on demand in writing from APPCC or any Officer authorised by it in this behalf, any amount up to and not exceeding Indian Rupees _____ [Total Value] only, on behalf of M/s _____ [Insert name of the selected Battery Energy Storage System Developer/ Project Company]

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

Our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ Only).

Our Guarantee shall remain in force until..... APPCC shall be entitled to invoke this Guarantee till

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

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

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Vijayawada/ Amaravati, Andhra Pradesh, shall have exclusive jurisdiction.

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

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

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly APPCC shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Battery Energy Storage System Developer/ Project Company, to make any claim against or any demand on the selected Battery Energy Storage System Developer/ Project Company or to give any notice to the selected Battery Energy Storage System Developer/ Project Company or to enforce any security held by APPCC or to exercise, levy or enforce any distress, diligence or other process against the selected Battery Energy Storage System Developer / Project Company.

This BANK GUARANTEE shall be effective only when the Bank Guarantee issuance message is transmitted by the issuing Bank through SFMS to _____ Bank and a confirmation in this regard is received by APPCC.

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR _____ (Indian Rupees _____ Only) and it shall remain in force until We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if APPCC serves upon us a written claim or demand.

Signature: _____

Name: _____

Power of Attorney No.: _____

For

_____ [Insert Name and Address of the Bank] _____

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this _____ day of _____, 20____

Witness:

1.

Signature
Name and Address

2.

Signature
Name and Address

Notes:

1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
2. The Performance Bank Guarantee shall be executed by any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of Bank Guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI).

Annexure-1 to Format 7.3 B**Details of Banks which are integrated with NeSL for obtaining e-BG is as below:**

1. AU Small Finance Bank Limited
2. Axis Bank Limited
3. Bank of Baroda
4. Bank of India
5. Canara Bank
6. City Union Bank Ltd
7. Federal Bank Limited
8. HDFC Bank Limited
9. Hongkong and Shanghai Banking Corporation Limited (HSBC)
10. ICICI Bank Limited
11. IDBI Bank Limited
12. IDFC First Bank Limited
13. Indian Bank
14. Indian Overseas Bank
15. IndusInd Bank
16. Karur Vysya Bank Limited
17. Kotak Mahindra Bank Ltd
18. Punjab National Bank
19. RBL Bank
20. South Indian Bank Ltd
21. State Bank of India
22. Yes Bank Limited

Annexure-2 to Format 7.3 B**Details of Indicative Challan form for obtaining e-BG from Banks is as under:**

PAN / UIN*	AATCA0874A
Name	APPCC
Email ID	cgm-pp.vja@aptransco.gov.in
Name of the Representative	The Chief General Manager, PP & Legal, APPCC, Vidyut Soudha, Gunadala, Eluru Rd, Vijayawada, Andhra Pradesh 520004
Mobile Number	+91 9440811164
Relation to Contract	Beneficiary
Contract Reference Number	
BG Amount	
BG CCY	
Expiry Date	
Claim Expiry Date	
Vendor Code	
Business Unit Code	
Other details sought by concerned banks (if any)	

Format 7.3B(I) :**FORMAT FOR INSURANCE SURETY BOND TOWARDS PERFORMANCE BANK
GUARANTEE**

(To be executed on Non-Judicial Stamp Paper of Appropriate Value)

Insurance Surety Bond No.

Date:

To,

The Chief General Manager, PP & Legal, APPCCVidyut Soudha, Gunadala, Eluru Rd,
Vijayawada, Andhra Pradesh – 520004]

Dear Sirs,

In consideration of the ... [Andhra Pradesh Power Coordination Committee, Vidyut Soudha, Gunadala, Eluru Rd, Vijayawada, Andhra Pradesh – 520004] (hereinafter referred to as the 'APPCC.' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s[Contractor's Name] with its Registered/Head Office at (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of APPCC's Letter of Acceptance No..... dated..... and the same having been acknowledged by the contractor, for -----[Contract sum in figures and words] for[Name of the work] and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to(*).....of the said value of the aforesaid work under the Contract to the APPCC.

We[Name & Address of the Insurance Company] having its Head Office at.....(hereinafter referred to as the 'Surety, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the APPCC, on demand any and all monies payable by the Contractor to the extent of(*).....as aforesaid at any time upto(@)..... [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the APPCC. on the Insurance Company shall be conclusive and binding notwithstanding any difference between the APPCC and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the APPCC and further agrees that the guarantees herein contained shall continue to be enforceable till the APPCC discharges this guarantee or till(@)..... [days/month/year] whichever is earlier.

The APPCC shall have the fullest liberty, without affecting in any way the liability of the Insurance Company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The APPCC shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor,

and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the APPCC and the Contractor or any other course or remedy or security available to the APPCC. The Insurance Company shall not be released of its obligations under these presents by any exercise by the APPCC of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the APPCC or any other indulgence shown by the APPCC or by any other matter or thing whatsoever which under the law would, but for this provision have the effect of relieving the Insurance Company.

The Surety declares that this Insurance Surety Bond is issued by the(Name of Insurance Company), utilizing the credit limit of M/s(name of contractor) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI) and also agrees that the APPCC at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the APPCC may have in relation to the Contractor's liabilities.

- i) Our liability under this Insurance Surety Bond shall not exceed _____(*)_____.
- ii) This Insurance Surety Bond shall be valid upto _____(@)_____.
- iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if APPCC serves upon Surety a written claim or demand on or before (@)_____

Dated thisday of20_.....at.....

WITNESS

..... (Signature).....

(Signature)

.....

(Name) (Name).....

.....

(Official Address) (Designation with Stamp of Insurance

Company)/with staff Authority no.

Complete Address of the Insurance Company with Telephone No. and e-Mail Id.

Notes: 1. (*) This sum shall be as per relevant clause of RfS denominated in the Indian currency.

(@) This date will be 09 (Nine) months beyond the Scheduled Commissioning Date of the project.

1. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company.

In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

2. Insurance Surety Bond is required to be submitted directly to the APPCC by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer in Charge.
3. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of BG from that branch/ Head office, if so required.

Format 7.3B(II) :**FORMAT OF PAYMENT ON ORDER INSTRUMENT (IN LIEU OF PERFORMANCE BANK GUARANTEE)**

FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY IREDA/REC/PFC
(IN LIEU OF PBG)

No. _____

Date: _____

[APPCC,
Vidyut Soudha, Gunadala, Eluru Rd,
Vijayawada, Andhra Pradesh – 520004]

Reg. M/s _____ (insert name of the BESPAs signing entity)
(Project No. _____ (insert project ID issued by APTRANSCO) –
Issuance of Payment on Order Instrument for an amount of Rs.

Dear Sir,

1. It is to be noted that M/s. _____ (insert name of the POI issuing Agency) (**'IREDA/REC/PFC'**) has sanctioned a non-fund based limit loan of Rs. _____ (Rupees _____ only) to M/s _____ under the Loan Agreement executed on _____ to execute Renewable Energy Projects.
2. At the request of M/s _____, on behalf of _____ (Insert Name of the SPV), this Payment on Order Instrument (POI) for an amount of Rs. _____ (Rupees _____ (in words)). This Payment on Order Instrument comes into force immediately.
3. In consideration of the *[Insert name of the Bidder]* (hereinafter referred to as Selected Battery Energy Storage System Developer) submitting the response to RfS inter alia for selection of Contracted Capacity of MW, at *[Insert name of the place]* under RfS for *(insert name of the RfS)*, for supply of power there from on long term basis, in response to the RfS dated issued by APPCC (hereinafter referred to as APPCC) and APPCC considering such response to the RfS of *[insert the name of the selected Battery Energy Storage System Developer]* (which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting the Project of the Battery Energy Storage System Developer (BESSD) and issuing Letter of Award No. to *(Insert Name of selected Battery Energy Storage System Developer)* as per terms of RfS and the same having been accepted by the selected BESSD resulting in a Battery Energy Storage Purchase Agreement (BESPA) to be entered into, for purchase of Power [from selected Battery Energy Storage System Developer or a Project Company, M/s {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RfS, the *[insert name & address of IREDA/PFC/REC]* hereby agrees unequivocally, irrevocably and unconditionally to pay to APPCC at [Insert Name of the Place from the address of

the APPCC] forthwith on demand in writing from APPCC or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees- [Total Value] only, on behalf of M/s ____ [Insert name of the selected Battery Energy Storage System Developer / Project Company].

4. In consideration of the above facts, IREDA/REC/PFC, having its registered office at, agrees to make payment for the sum of Rs. lakhs (in words.....) to APPCC on the following conditions: -
 - a) IREDA/REC/PFC agrees to make payment of the above said amount unconditionally, without demur and without protest within a period of _____ days of receipt of request from APPCC within the validity period of this letter as specified herein
 - b) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against APPCC
 - c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors.
 - d) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (APPCC and Bidding Party), subject to the however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc.
 - e) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity.
 - f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by APPCC made in any format within the validity period. IREDA/REC/PFC shall not require APPCC to justify the invocation of the POI against the SPV/BESSD, to make any claim against or any demand against the SPV/BESSD or to give any notice to the SPV/BESSD.
 - g) The POI shall be the primary obligation of IREDA/REC/PFC and APPCC shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the SPV/BESSD.
 - h) Neither APPCC is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against APPCC in respect of the payment made under letter of undertaking.
5. Notwithstanding anything contrary contained anywhere in this POI or in any other documents, this POI is and shall remain valid up to _____ and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs.....and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated.

Thanking you,

Yours faithfully,
For and on behalf of

M/s. _____

(name of the POI issuing agency).
(
General Manager

Format 7.4 :**FORMAT FOR BOARD RESOLUTIONS**

The Board, after discussion, at the duly convened Meeting on [Insert date], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956 or Companies Act 2013, as applicable, passed the following Resolution:

1. RESOLVED THAT Mr/ Ms _____, be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to RfS vide RfS No. _____ for _____ (insert title of the RfS), including signing and submission of all documents and providing information/ response to RfS to APPCC, representing us in all matters before APPCC, and generally dealing with APPCC in all matters in connection with our bid for the said Project. **(To be provided by the Bidding Company or the Lead Member of the Consortium)**

2. FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest total equity in the Project. **(To be provided by the Bidding Company)**

[Note: In the event the Bidder is a Bidding Consortium, in place of the above resolution at Sl. No. 2, the following resolutions are to be provided]

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 or Companies Act, 2013, as applicable and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded to invest (-----%) equity [Insert the % equity commitment as specified in Consortium Agreement] in the Project. **(To be provided by each Member of the Bidding Consortium including Lead Member such that total equity is 100%)**

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to participate in consortium with M/s ----- [Insert the name of other Members in the Consortium] and Mr/ Ms....., be and is hereby authorized to execute the Consortium Agreement. **(To be provided by each Member of the Bidding Consortium including Lead Member)**

And

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated executed by the Consortium as per the provisions of the RfS. **[To be passed by the Lead Member of the Bidding Consortium]**

Certified True Copy

(Signature, Name and Stamp of Company Secretary)

Notes:

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

Format 7.5 :**FORMAT FOR CONSORTIUM AGREEMENT**

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

THIS Consortium Agreement ("Agreement") executed on this ____ Day of _____ Two Thousand ____ between M/s _____ [Insert name of Lead Member] a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "**Member-1**", which expression shall include its successors, executors and permitted assigns) and M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "**Member-2**", which expression shall include its successors, executors and permitted assigns), M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the "**Member-n**", which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details of all the Consortium Members] for the purpose of submitting response to RfS and execution of Battery Energy Storage Purchase Agreement (in case of award), against RfS No. _____ dated _____ issued by Andhra Pradesh Power Coordination Committee (APPCC), a Company incorporated under the Companies Act, 1956, and having its Registered Office at APPCC, Vidyut Soudha, Gunadala, Eluru Rd, Vijayawada, Andhra Pradesh 520004.

WHEREAS, each Member individually shall be referred to as the "Member" and all of the Members shall be collectively referred to as the "Members" in this Agreement.

WHEREAS APPCC desires to purchase Power under RfS for _____ (insert title of the RfS);

WHEREAS, APPCC had invited response to RfS vide its Request for Selection (RfS) dated _____

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

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

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

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s _____), shall act as the Lead Member as defined in the RfS for self and agent for and on behalf of Member-2, ---, Member-n and to submit the response to the RfS.

2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.
5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

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

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

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure in terms of the BESPA.
7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at Vijayawada/ Amaravati, Andhra Pradesh, alone shall have the exclusive jurisdiction in all matters relating thereto and arising thereunder.
11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of APPCC in terms of the RfS.
12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Battery Energy Storage Purchase Agreement (BESPA) and

- shall remain valid until the expiration or early termination of the BESPA in terms thereof, unless expressly agreed to the contrary by APPCC.
13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfS.
14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the BESPA except with prior written consent of APPCC.
15. This Agreement
- a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
 - b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
 - c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of APPCC.
16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS and BESPA.

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

For M/s----- [Member 1]

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

1) Signature-----

2) Signature -----

Name:

Name:

Address:

Address:

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

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

Witnesses:

1) Signature -----

2) Signature -----

Name:

Name:

Address:

Address:

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

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

1) Signature -----

(2) Signature -----

Name:

Name:

Address:

Address:

Signature and stamp of Notary of the place of execution

Format 7.6 :**FORMAT FOR FINANCIAL REQUIREMENT**

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

Ref.No. _____

Date: _____

From: _____ (Insert name and address of Bidding Company/ Lead Member of Consortium) Tel.#:
E-mail address#

To
The Chief General Manager, PP & Legal, APPCC,
Vidyut Soudha, Gunadala, Eluru Rd,
Vijayawada, Andhra Pradesh 520004

Sub: Response to RfS No. _____ dated _____ for _____.

Dear Sir/ Madam,

(A) For meeting Qualification Requirement as per Clause 37.1 - NET WORTH

We certify that the Bidding Company / Member in a Bidding Consortium _____ [*Name of Bidding Company or Bidding Consortium*] has a minimum **Net Worth** of Rs.____ Crore (Rupees____) based on

Sl. No.	Description	Select anyone (whichever is applicable)
1.	Audited Annual Accounts of FY 2025-26 Or	Applicable / Not Applicable
2.	Networth as on day (dd/mm/yyyy) (not more than seven (07) days prior to the due date	Applicable / Not Applicable

*This Net Worth has been calculated in accordance with the instructions provided in Clause 37.1 of the RfS.

Exhibit (i): Applicable in case of Bidding Company

@ For the above calculations, we have considered the Net Worth by Bidding Company and/ or its Parent / Affiliates as per following details:

Name of Bidding Company	Name of Company / Parent/ Affiliate whose Net Worth is to be considered	Relationship with Bidding Company*	Indicate Financial Year Or the day not more than seven (07) days prior to the	Net Worth (in Rs. Crore) of the Member Company
(1)	(2)	(3)	(4)	(5)
Company 1				

		Total		

@ In cases where the Bidding Company is giving its own net worth only, the bidder has to fill its own company name in column (2), "Self" in column (3) and Net worth in column (5).

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

Exhibit (ii): Applicable in case of Bidding Consortium

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

Name of Member: [Insert name of the Member]

Net Worth Requirement to be met by Member in Proportion to the Equity Commitment:
 Rs. ----- Crore (Equity Commitment (%) x Rs. [] Crore) @ For the
 above calculations, we have considered Net Worth by Member in Bidding Consortium
 and/ or Parent/ Affiliate as per following details:

Name of Consortium Member Company	Name of Company / Parent/ Affiliate/ Consortium Member whose Net Worth is to be	Relationship with Bidding Company * (if any)	Indicate Financial Year Or the day not more than seven (07) days prior to the due date of bid submission	Net Worth (in Rs. Crore) of the Consortium Member Company	Equity Commitment (in %age) in Bidding Consortium	Committed Net Worth (in Rs. Crore)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Company 1						

Total						

@ In cases where the Consortium member is giving its own net worth only, the Consortium member has to fill its company name in column (2), "Self" in column (3) and Net worth in column (5).

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

(Signature & Name of the person Authorized By the Board)

(Signature and Stamp of Statutory Auditor)

(B) For meeting Qualification Requirement as per Clause 37.2 – ANNUAL TURNOVER

We certify that the *Bidding Company/ *Member in the Bidding Consortium _____ [Name of Bidding Company or Bidding Consortium] has an **Annual Turnover** of Rs. _____ (Rupees _____) during previous Financial Year 2025-26.

Exhibit (i): Applicable in case of Bidding Company

@ For the above calculations, we have considered the Annual Turnover by the Bidding Company and/ or its Parent / Affiliates as per following details:

Name of Bidding Company	Name of Company / Parent/ Affiliate whose Turnover is to be considered	Relationship with Bidding Company*	Annual Turnover (in Rs. Crore) of the Member Company during Previous FY
(1)	(2)	(3)	(4)
Company 1			
...			
		Total	

@ In cases where the Bidding Company is giving its own Turnover, the bidder has to fill its own company name in column (2), "Self" in column (3) and Annual Turnover in column (4).

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

Exhibit (ii): Applicable in case of Bidding Consortium

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

Name of Member: [Insert name of the Member]

Annual Turnover to be met by Member in Proportion to the Equity Commitment: Rs. ---
-----Crore (Equity Commitment (%) x Rs. [] Crore)

@ For the above calculations, we have considered Annual Turnover by Member in Bidding Consortium and/ or Parent/ Affiliate as per following details:

Name of Consortium Member Company	Name of Company / Parent/ Affiliate/ Consortium Member whose Turnover is to be considered	Relationship with Bidding Company* (if any)	Annual Turnover (in Rs. Crore) of the Consortium Member Company during Previous FY	Equity Commitment (in %age) in Bidding Consortium	Committed Annual turnover (in Rs. Crore)
(1)	(2)	(3)	(4)	(5)	(6)
Company 1					

		Total			

@ In cases where the Consortium member is giving its own Turnover only, the Consortium member has to fill its company name in column (2), "Self" in column (3) and Annual Turnover in column (4).

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

(Signature & Name of the person Authorized By the Board)

(Signature and Stamp of Statutory Auditor)

We are submitting in a separate sheet, details of computation of Net Worth, Annual Turnover duly certified by Statutory Auditor. The detailed sheet is enclosed at Appendix _____ .

We are enclosing the certified copies of Balance sheet, Profit & Loss Account, Schedules and Cash Flow Statements and Bank statement by bank and other documents in support thereof for confirmation of balance in cash & bank as per the stipulations of RfS as under:

S. No.	Document Description	Enclosed at Appendix

***Signature & Name of the person Authorized
Stamp of By the board)
Auditor)***

***(Signature and
Statutory***

Date:

Note:

1. Bidders are advised in their own interest to furnish the detailed computation sheet by statutory auditor for determination of Net Worth/Turnover along with supporting documents referred therein as per the requirements of RfS without which no claim for Net worth shall be considered.
2. For the Qualification Requirements, if data is provided by the Bidder Company in foreign currency, equivalent rupees of Net Worth will be calculated.

Format 7.7 :**UNDERTAKING**

(To be submitted on the letterhead of the Bidder)

We, hereby provide this undertaking to Andhra Pradesh Power Coordination Committee (APPCC), in respect to our response to RfS vide RfS No. _____ dated _____, that as on the bid submission deadline, M/s _____ (insert name of the Bidder), or any of its Affiliates is not a willful defaulter to any lender.

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

(Name and Signature of the Authorized Signatory)

Format 7.8 :**FORMAT FOR DISCLOSURE**

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

DISCLOSURE

Ref.No. _____

Date: _____

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

Tel.#:

E-mail address#

To

(Enter address of APPCC)

Sub: Response to RfS No. _____ dated _____ for _____.

Dear Sir/ Madam,

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

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

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force.

We further declare that we have read the provisions of Clause 35.4 of the RfS, and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl. 17 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, APPCC shall take appropriate action as deemed necessary.

Dated the _____ day of _____, 20....

Thanking you,

We remain,

Yours faithfully,

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

Format 7.8A :**FORMAT FOR DISCLOSURE**

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

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

DISCLOSURE

Ref.No. _____

Date: _____

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

Fax#:

E-mail address#

To

The Chief General Manager, PP & Legal, APPCC
Vidyut Soudha, Gunadala, Eluru Rd,
Vijayawada, Andhra Pradesh 520004

Sub: Response to RfS No. _____ dated _____ for _____.

Dear Sir/ Madam,

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

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

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

We also understand that the above is in addition to the penal consequences that may follow from the relevant laws for the time being in force.

We further declare that we have read the provisions of Clause 35.4 of the RfS, and are complying with the requirements as per the referred OM dated 23.02.2023 except Sl. 17 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, APPCC shall take appropriate action as deemed necessary.

Dated the _____ day of _____, 20____.

Thanking you,

We remain,

Yours faithfully,

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

Annexure to Format 7.8/7.8A**DECLARATION****RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES:****MoF OM F.7/10/2021-PPD (1) dated 23.02.2023**

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

Ref. No. _____

Date: _____

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

Tel.#:

E-mail address#

To

The Chief General Manager, PP & Legal, APPCC,
Vidyut Soudha, Gunadala, Eluru Rd,
Vijayawada, Andhra Pradesh 520004

Sub: Response to the RfS No datedfor the tender for.....

Dear Sir/ Madam,

This is with reference to attached order vide OM No. F.7/10/2021-PPD(1) dated 23.02.2023 issued by Department of Expenditure, MoF, Govt of India.

We are hereby submitting the following declaration in this regard:

- a. "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered." (Where applicable, evidence of valid registration by the Competent Authority shall be attached).
- b. I have read the clause regarding restrictions on procurement from a Bidder/vendor having Transfer of Technology (TOT) arrangement. I certify that this bidder/vendor does not have any TOT arrangement requiring registration with the competent authority.

OR

I have read the clause regarding restrictions on procurement from a Bidder/vendor having Transfer of Technology (TOT) arrangement. I certify that this bidder/vendor has valid registration to participate in this procurement.

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

Dated the _____ day of _____, 20....

Thanking you,

We remain,

Yours faithfully,

Encl: OM dated 23.02.2023, as referred above

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

Format 7.9 :**FORMAT FOR TECHNICAL CRITERIA**

(This should be submitted on the Letter Head of the Bidding Company/ Lead Member of Consortium) (To be Submitted Separately for the project)

Ref.No. _____

Date: _____

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

Tel.#:

E-mail address#

To

(Enter address of APPCC)

Sub: Response to RfS No. _____ dated _____ for _____.

Dear Sir/ Madam,

We hereby undertake to certify in line with Clause 20 under the title "Financial Closure" that the following details shall be furnished within 6 (six) months from the Effective Date.

1. Evidence of achieving complete-tie-up of the Project Cost through internal accruals or through a Financing Agency.
2. DPR of the Project, detailing out project configuration and proposed commissioning schedule of the Project.
- 3.

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

Dated the _____ day of _____, 20....

Thanking you,

We remain,

Yours faithfully,

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

Format 7.10 :**DECLARATION BY THE BIDDER FOR THE PROPOSED TECHNOLOGY TIE-UP**

(To be Submitted Separately for the project)

1	Name of Bidding Company/ Lead Member of Bidding Consortium	
2	Location(s) of BESS Project(s)	
3	Contracted Capacity proposed	MW/.....MWh
4	Technology Proposed to be adopted for the Project	(Brief about the technology proposed)
5	The cell manufacturer and the cell chemistry.	
6	The annual cell capacity of the manufacturer (GWh).	
7	The BESS integrator.	
8	The supplier of the PCS and the grid-forming inverter.	
9	A letter of support from each supplier	
10	Two reference installations.	

Dated the _____ day of _____, 20....

Thanking you,
 We remain,
 Yours faithfully,

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

Format 7.11 :**FORMAT FOR SUBMISSION OF FINANCIAL BID**

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

Ref.No. _____

Date: _____

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

Tel. #:

E-mail address#

To

The Chief General Manager, PP & Legal, APPCC,
Vidyut Soudha, Gunadala, Eluru Rd,
Vijayawada, Andhra Pradesh 520004

Sub: Response to RfS No. _____ dated _____ for _____.

Dear Sir/ Madam,

I/ We, _____ (Insert Name of the Bidder) enclose herewith the
Financial Proposal for selection of my company/consortium for _____ number of
location(s)/Project(s) for a cumulative capacity of ____ MW/____MWh at the substations
in Andhra Pradesh, India as mentioned below

We are submitting response to RfS for the development of following Project(s) *[strike out the projects that are not applicable]*:

S. No	Project	Name of the Substation / Project	Proposed BESS Capacity (MW/MWh)	Quoted Tariff (INR/ MW/ Month)
1	Project-1	Dr. M.V. Ramana Reddy Rayalaseema Thermal Power Plant (RTPP)	500/2,000	
2	Project-2	Talaricheruvu RE Project	250/1,000	

3	Project-3	NP Kunta RE Project	500/2,000	
---	-----------	---------------------	-----------	--

CAUTION: Please ensure that the quoted tariff(s) in this Format are aligned with the financial bid submitted through the electronic form in the bidding portal.

I/We agree that this offer shall remain valid for a period of 180 days from the due date of submission of the response to RfS and such further period as may be mutually agreed upon.

Dated the _____ day of _____, 20....

Thanking you,
We remain,
Yours faithfully,

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

Notes:

1. There can be only one tariff for each project applied for. If the bidder quotes two tariffs or combination thereof for the project, then the bid shall be considered as nonresponsive.
2. If the bidder submits the financial bid not in line with the instructions mentioned therein, then the bid shall be considered as non-responsive.
3. Tariff requirement shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.
4. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.
5. Tariff should be in Indian Rupee in whole numbers only (no decimal places allowed).

Format 7.12 :

PRELIMINARY ESTIMATE OF COST OF THE PROJECT

(Disclaimer: It is clarified that the data submitted as part of this Format is for APPCC's records only, and will have no bearing on the BESSD's claims against Change in Law or any other provisions of the BESPA)

Project Capacity:MW/.... MWh

Location:

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

Dated the _____ day of _____, 20....

Thanking you,
We remain,
Yours faithfully,

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

Format 7.13 :

PRELIMINARY SITE VISIT CERTIFICATE/ UNDERTAKING

I, _____, representing company/organization
_____, hereby certify that I have visited all the
respective project location(s) at the substation(s) **[Insert Substation(s) names]** on
the respective date(s) **[Insert corresponding dates for each site visit]** to assess
condition of the site(s)/location(s), scope of work, and other relevant details.

I acknowledge that I have examined the site(s)/ location(s) and understood the
requirements of the project(s). I also acknowledge that the site/location visit(s) were
conducted at my own cost and risk.

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

Format 7.14 : FORMAT FOR PRIOR EXPERIENCE OF THE BIDDER**PRIOR EXPERIENCE OF THE BIDDER**

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

Ref.No. _____

Date: _____

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

To

(Enter address of APPCC)

Sub: Response to RfS No. _____ dated _____ for _____.

Dear Sir/ Madam,

In terms of Clause 36.3 of the RfS, we furnish below the details of grid-connected power projects commissioned by us, and in successful commercial operation as on the bid submission deadline, which are relied upon for meeting the Prior Experience criterion:

Sl. No.	Name and location of the Project	Procure r / Off-taker	Installed capacity (MW, and MWh in the case of storage)	Completed Project cost (INR Crore)	Schedule d Commissioning Date as per the relevant agreement	Actual date of Commissioning	Period of delay (months), if any, and the reasons therefor	In commercial operation since (date)
1								
2								
3								

We enclose, in respect of each project listed above, a commissioning certificate issued by the concerned procurer, transmission utility or load despatch centre, and a certificate of our Statutory Auditor or a Chartered Accountant as to the completed Project cost.

We further declare that the above statement is true and correct. We are aware that if at any stage it is found to be incorrect or materially misleading, our response to the RfS will be rejected and the Earnest Money Deposit shall be liable to forfeiture.

Dated the _____ day of _____, 20....

Thanking you,

Yours faithfully,

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

Format 7.15 : UNDERTAKING ON DOMESTIC CONTENT

(To be submitted on the letterhead of the Bidding Company / Lead Member of the Bidding Consortium, separately for each Project)

Ref. No. _____ Date: _____

To

The Chief General Manager (PP & Legal), APPCC

Vidyut Soudha, Gunadala, Eluru Rd,

Vijayawada, Andhra Pradesh 520004

Sub: Undertaking on domestic content for the Project of _____ MW / _____ MWh at [name of Project location] under RfS No. APPCC/BESS-02/2026-27 dated _____

Dear Sir / Madam,

We, [name of the Bidding Company / Lead Member of the Bidding Consortium], having our registered office at [address], have submitted our response to the above RfS. In terms of Clause 36.5 of the RfS, we hereby undertake and confirm as follows:

1. Not less than 20% (twenty per cent) of the BESS procurement cost of the Project shall be Local Content, in accordance with the Ministry of Power order dated 23 December 2025 (the "MoP Order").
2. "Local Content" and "BESS procurement cost" shall have the meanings given in the MoP Order. [Where the MoP Order does not define them, Local Content shall mean the value of the goods, works and services procured for the BESS, excluding net domestic indirect taxes, less the value of the imported content in them, including all customs duties, expressed as a percentage of the BESS procurement cost.]
3. The application software of the Energy Management System (EMS) of the BESS shall be developed indigenously within India, as required under Clause 36 and Annexure A of the RfS.
4. Our indicative break-up of the BESS procurement cost is given in the table below. We understand that it is indicative and that the undertaking in paragraph 1 applies to the Project as built.

S. No.	Component	Estimated cost (INR crore)	Of which Local Content (INR crore)	Place of manufacture or value addition in India
1	Battery cells			
2	Battery modules, racks and containers			
3	Battery Management System			
4	Power Conversion System and inverters			

S. No	Component	Estimated cost (INR crore)	Of which Local Content (INR crore)	Place of manufacture or value addition in India
5	Energy Management System and SCADA			
6	Transformers, switchgear and balance of plant			
7	Fire detection, suppression and thermal management			
8	Erection, testing and commissioning			
	Total BESS procurement cost			
	Local Content as % of total			

5. We shall furnish to APPCC and the DISCOMs:

(a) at Financial Closure, a revised break-up in the above form based on the signed supply and EPC contracts; and

(b) not later than [thirty (30)] days before the proposed date of commissioning of the Project or any part of it, a certificate from our Statutory Auditor or Cost Auditor [or a practising Cost Accountant or Chartered Accountant, as the MoP Order permits], giving the Local Content achieved as a percentage of the BESS procurement cost, with the supporting invoices.

6. We shall maintain records in support of the Local Content, and shall give APPCC, the DISCOMs or any agency authorised by them access to such records and to our suppliers' certificates for verification, until [two (2)] years after the Commercial Operation Date.

7. We understand and agree that:

(a) the certificate under paragraph 5(b) forms part of the documents required before commissioning under the Commissioning Procedure provided under the BESPA;

(b) if the Local Content certified or found on verification is below the percentage in paragraph 1, it shall be a breach of our obligations under the RfS and the BESPA, and the DISCOMs may, without prejudice to their other rights, [recover liquidated damages of ____% of the Performance Bank Guarantee for each 1% of shortfall] and require us to cure the shortfall within [____] months; and

(c) if any statement in this undertaking or in the certificate is found to be false or materially misleading, our Bid shall be liable to rejection, the Earnest Money Deposit or the Performance Bank Guarantee, as the case may be, shall be liable to forfeiture, and we may be reported for action under the MoP Order and applicable law.

8. This undertaking shall bind the Special Purpose Vehicle, if any, formed by us to execute the Project, and we shall cause the SPV to confirm it at the time of signing the BESPA.

Dated the _____ day of _____, 20__

Yours faithfully,

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

ANNEXURES**Annexure A****TECHNICAL AND REGULATORY REQUIREMENTS TO BE FOLLOWED FOR
BATTERY ENERGY STORAGE SYSTEMS****1. Codes and Standards**

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

Standard/ Code (or equivalent Indian Standards)	Description	Certification Requirements
IEC 62485-2	Safety requirements for secondary batteries and battery installations - to meet requirements on safety aspects associated with the erection, use, inspection, maintenance and disposal: Applicable for Lead Acid and NiCd / NiMH batteries	Applicable only for Lead Acid and NiCd/NiMH batteries
UL 1642 or UL 1973, Appendix E (cell) or IEC 62619 (cell) + IEC 63056 (cell)	Secondary cells and batteries containing alkaline or other non-acid electrolytes - Safety requirements for secondary lithium cells and batteries, for use in industrial applications	Required for Cell
UL 1973 (battery) or (IEC 62619 (battery) + IEC 63056 (battery))	Batteries for Use in Stationary, Vehicle Auxiliary Power and Light Electric Rail (LER) Applications / Secondary cells and batteries containing alkaline or other non-acid electrolytes - Safety requirements for secondary lithium cells and batteries, for use in industrial applications	Either UL 1642 or UL 1973 or (IEC 62619 + IEC 63056) for the Battery level
IEC 62281 / UN38.3	Safety of primary and secondary lithium cells and batteries during transport: Applicable for storage systems using Lithium-Ion chemistries	Required for both Battery and Cell.
IEC 61850/ DNP3	Communications networks and management systems. (BESS control system communication)	
UL 9540 or (IEC TS 62933-5-1 + IEC 62933-5-2)	Electrical energy storage (EES) systems - Part 51: Safety considerations for grid-integrated EES systems - General specification / Standard for Energy Storage Systems and Equipment	Either UL9540 or (IEC 62933-5-1 + IEC 62933-5-2) is required for BESS system level
IEC 62933-2-1	Electrical energy storage (EES) systems - Part 21: Unit Parameters and testing methods - General Specification	Tests for Class B applications: 1. Duty Cycle Round Trip Efficiency Test 2. Equipment and Basic Function Test 3. Available energy Test 4. Insulation test
Power Conditioning Unit Standards for BESS		

IEC 62477-1	Safety requirements for power electronic converter systems and equipment - Part 1: General
IEC 62477-2	Safety requirements for power electronic converter systems and equipment - Part 2: Power electronic converters from 1 000 V AC or 1 500 V DC up to 36 kV AC or 54 kV DC
IEC 61000-6-2 Ed. 2	Electromagnetic compatibility (EMC) - Part 6-2: Generic standards - Immunity standard for industrial environments
IEC 61000-6-4 Ed. 2.1	Electromagnetic compatibility (EMC) - Part 6-4: Generic standards - Emission standard for industrial environments
IEC 62116 Ed. 2	Utility-interconnected photovoltaic inverters - Test procedure of islanding prevention measures
IEC 60068-2-1:2007	Environmental testing - Part 2-1: Tests - Test A: Cold
IEC 60068-2-2:2007	Environmental testing - Part 2-2: Tests - Test B: Dry heat
IEC 60068-2-14:2009	Environmental testing - Part 2-14: Tests - Test N: Change of temperature
IEC 60068-2-30:2005	Environmental testing - Part 2-30: Tests - Test Db: Damp heat, cyclic (12 h + 12 h cycle)

The Battery Energy Storage System:

- a) shall follow the relevant CEA/CEIG Standards and CERC/SERC Regulations
- b) shall be responsible for complying with the "First Time Energization" procedure available at Grid India website as per the IEGC Regulations 2023 (If applicable).
- c) Comply with the grid-interfacing requirements as mentioned in following standards:
 - IEEE Std. 2800 -2022: IEEE Standard for Interconnection and Interoperability of Inverter -Based Resources (IBRs) Interconnecting with Associated Transmission Electric Power Systems ii. IEC TS 62786-1: Distributed energy resources connection with the grid – Part 1: General requirements iii. IEC TS 62786-3: Distributed energy Resources connection with the grid: Part 3, Additional requirements for stationary battery energy storage systems.
 - Further, CEA Technical Standards for Connectivity to the Grid, Regulations 2007, Part-1 (General), Standards and Codes for Practice, mentions the following:

"

(2) The equipment including overhead lines and cables shall comply with the relevant Indian Standards, British Standard (BS), or International Electro technical Commission (IEC) Standard, or American National Standards Institute (ANSI) or any other equivalent International Standard:

Provided that whenever an International Standard or International Electro technical Commission Standard is followed, necessary corrections or modifications shall be made for nominal system frequency, nominal system voltage, ambient temperature, humidity and other conditions prevailing in India before actual adoption of the said Standard.

(3) The effects of wind, storms, floods, lightening, elevation, **temperature extremes**, icing, contamination, pollution and earthquakes must be considered in the design and operation of the connected facilities."

The BESS, therefore, shall be designed keeping in view the ambient temperature and weather conditions prevailing at site i.e. The BESS shall be able to deliver rated performance at the extreme temperature and weather conditions at site where it is deployed. In this regard, the procedure notified by CEA on 8th April 2024 for assessment of the "Design Temperature for RE Plants in compliance to CEA (Technical Standards for Connectivity to the Grid) Regulations" shall be followed. Same is available at: <https://cea.nic.in/whats-new/?lang=en>

2. System Testing and Commissioning

The BESS shall be commissioned as per commissioning criteria and procedures specified by the CEA.

3. Identification and Traceability

Cells/Racks/Packs Assembly shall meet seismic requirement for the plant location of the BESS.

Labelling of cells/batteries shall include manufacturer's name, cell type, name-plate rating, date of manufacture and date of expiry of parts and labour warranty.

4. Other Sub-systems/Components

Other subsystems/components used in the BESS must also conform to the relevant international/national Standards for Electrical Safety for ensuring Expected Service Life and Weather Resistance.

5. Fire Protection

The BESSD shall design and install a fire protection system that conforms to national and local codes. The fire protection system design and associated alarms shall take into account that the BESS will be unattended at most times. For high energy density technologies, the BESSD shall also obtain thermal runaway characterization of the battery storage systems.

6. Authorized Test Centers

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

7. Warranty

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

8. Performance Monitoring

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

- a) The BESSD must install necessary equipment to continuously measure BESS operating parameters (including but not limited to voltage, current, ambient conditions etc.) as well as energy input into and energy output from the BESS along with Metering arrangement in accordance with extant regulations. They will be

- required to submit this data to APPCC on line and/or through a report on regular basis every month for the entire duration of contract.
- b) The BESSD shall provide access to the APPCC/DISCOMs/APSLDC/MNRE or their authorized representatives for installing any additional monitoring equipment to facilitate on-line transfer of data.
 - c) All data shall be made available as mentioned above for the entire duration of the Contract.
 - d) The plant SCADA should be OPC version 2.0a (or a later version including OPC UA) compliant and implement appropriate OPC-DA server as per the specification of OPC Foundation. All data should be accessible through this OPC server for providing real time online data (BESS parameters) to the Andhra Pradesh SLDC/ APTRANSCO /APPCC/ MNRE. This time series data shall be available from the Project SCADA system to facilitate monitoring and should include among others as stated before, below parameters to facilitate daily, monthly and annual Report for performance monitoring.
 - e) Web-based monitoring should be made available at Andhra Pradesh SLDC at Vijayawada, which should not be machine dependent. The web-based monitoring should provide the same screens as available in the plant. Also, it should be possible to download reports from a remote web-client in PDF or Excel format.
 - f) The BESSD shall grant APPCC, the DISCOMs, the Andhra Pradesh SLDC, the Ministry of New and Renewable Energy and any other agency designated by APPCC, access to the remote monitoring portal of the Project on a 24x7 basis.
 - g) Geo-tagging of the Project shall be mandatory. The geo-coordinates of the Project shall be furnished to APPCC prior to Commissioning and shall be updated upon any change.

9. Other necessary criteria

- i. Central Electricity Authority, Technical Standards for Connectivity to the Grid, (Amendment) Regulations, 2013 and 2019 mention connectivity standards applicable to the wind generating stations, generating stations using inverters, wind - solar photo voltaic hybrid systems and energy storage systems. BESS, being an inverter-based power system element, shall also comply to the requirements specified for other generating stations using inverters.

Some of the requirements are indicated below and following shall be added separately in the "Technical and Regulatory Requirements to be followed by Battery Energy Storage System":

1. BESS shall be capable of operating in the frequency range 47.5 to 52 Hz and be able to deliver rated output both in charging and discharging mode in the frequency range of 49.5 Hz to 50.5 Hz.
2. **Low/High Voltage Ride Through (LVRT/HVRT)** - BESS shall be capable of operating when voltage at the interconnection point on any or all phases dips/rises to the high or low levels. The levels applicable for wind/solar generation sources (inverter based) may be referred as available in CEA (Technical Standards for Connectivity to the Grid) Regulations shall be applicable to BESS.

3. **Dynamic Reactive Power Support / Voltage Control** - BESS shall have the feature to detect and regulate the voltage of interconnection point as per the specified capability i.e. The BESS shall be capable of supplying dynamically varying reactive power support at least up to the limits specified for wind/solar generation sources (inverter based) in the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations. The response time of the BESS shall not exceed the value specified in relevant standards or grid codes.
4. **Primary Frequency Control** – The BESS shall have provisions for Primary Frequency Control with a droop which can be set as per system requirement between the range specified for wind/solar generation sources (inverter-based) in the Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations.
5. BESS shall be capable to receive active power/reactive power set point from load dispatch centers i.e. SLDC/RLDC.
6. The BESS shall be based on 100% Grid Forming Inverter technology and shall comply with the latest CEA advisories, guidelines and technical standards relating to Grid Forming Inverter-based Battery Energy Storage Systems. Compliance shall be demonstrated through simulation studies, OEM certifications, test reports and commissioning records as required by the relevant authority. The BESSD shall comply with the CEA advisory dated 10 July 2026 on grid-forming inverters for BESS. The BESSD shall furnish validated simulation models and type test reports before first-time charging and shall pass a site test at commissioning.
7. The BESS shall have the black start and intentional island control capability to extend start-up of a blackout system or to operate independently after formation of an island.
8. BESS is required to have the following basic functions:
 - i. **Monitoring:** Monitor operational parameters, equipment status and communication status, alarm and faults of main equipment and BESS system, etc.
 - ii. **Information exchange:** Receive and process information with SLDC/RLDC/NLDC including operation parameters, switching information, various alarms and alerts, protective action signals, control information, etc.
 - iii. **Control:** Including control mode and parameter setting sharing with SLDC/RLDC/NLDC
 - iv. The static information like detailed write-up on present operation methodology of BESS, forbidden zones, number of cycle limits, Auxiliary consumption details, capability curve, simulation models (RMS/PSCAD)

along with description or any specific information about BESS shall also be furnished as and when required by SLDC.

- v. BESS will ensure the compliance of requirements mentioned in procedure of First Time Charging (FTC) as applicable for other power system elements. The consolidated FTC procedure including the requirements for BESS is available in public domain at [https://webcdn.grid-india.in/files/grdw/2025/05/Procedure for Integration of Power System Elements 365.pdf](https://webcdn.grid-india.in/files/grdw/2025/05/Procedure%20for%20Integration%20of%20Power%20System%20Elements%20365.pdf)
- vi. BESS shall be able to operate in AGC and be able to comply with the requirements desired by system operators. Some of the BESS signal list for implementation of AGC can be like below (list is indicative only):
 - (i) Maximum MW permissible (dynamic or user entry)
 - (ii) Minimum MW permissible (dynamic or user entry)
 - (iii) Ramp rate up permissible (dynamic or user entry)
 - (iv) Ramp rate down permissible (dynamic or user entry)
 - (v) Actual MW
 - (vi) Actual MVAR
 - (vii) Auxiliary Consumption MW
 - (viii) Scheduled MW (dynamic or user entry)
 - (ix) BESS Temperature (for monitoring and correlation)
 - (x) Ambient Temperature (for monitoring and correlation)
 - (xi) Cycle limits (0-100%) per day (user entry)
 - (xii) Circuit breaker status
 - (xiii) Local/Remote status
 - (xiv) AGC Set Point MW from NLDC to BESS
 - (xv) Voltage (kV) at grid level
 - (xvi) Voltage (V) at BESS LV side
9. The static information like detailed write-up on present operation methodology of BESS, forbidden zones, number of cycle limits, Auxiliary consumption details, capability curve, simulation models (RMS/PSCAD) along with description or any specific information about BESS shall also be furnished as and when required by SLDC/RLDC/NLDC.
10. In addition to the above, the Project Capacity shall also respond to secondary and Tertiary control signals from the Nodal Agency for providing SRAS-UP, TRAS-UP and SRAS-Down, TRAS-UP services as defined under the Central Electricity Regulatory Commission (Ancillary Services) Regulations, 2021. The performance monitoring and incentives, if any for the SRAS/TRAS shall be in accordance with the extant Regulations for Ancillary Services.
11. BESS will ensure the compliance of requirements mentioned in procedure of First Time Charging (FTC) as applicable for other power system elements. The consolidated FTC procedure including the requirements for BESS is available in public domain at <https://posoco.in/wp->

content/uploads/2021/04/Procedure_for_Integration_of_Power_System_Elements.pdf.”

10. Safe Disposal of unit Batteries from the BESS

The Developer will comply with the requirements under Hazardous & other Waste (Management and Trans boundary Movement) Rules, 2016, as amended from time to time, as applicable. The BESSD shall ensure that all Unit Battery modules from the plant after their ‘end of life’ (when they become defective/ non-operational/ non-repairable) are disposed in accordance with the “e-waste (Management and Handling) Rules, 2016” notified by the Government and as revised and amended from time to time and Battery Waste Management Rules, as and when notified by the Government of India.

11. Battery Management System:

The project shall comply with a battery management system, which regulates and monitors the operation of a battery during charge and discharge. In addition, it shall be responsible for connecting with other electronic units and exchanging the necessary data about battery parameters. The voltage, capacity, temperature, power consumption, state of charge and health, charging cycle, and other characteristics of the battery are controlled and monitored by the battery management system.

12. Energy Management System:

The project shall comply with an Energy Management System (EMS), a technology platform that optimises the use and operation of energy-related assets and processes. The application software of the Energy Management System (EMS) of the BESS shall be developed indigenously within India.

13. Integration and operation.

The BESS shall comply with the applicable guidelines, procedures, advisories, protocols and operating practices issued by the Southern Regional Power Committee (SRPC), as in force as on the last date of Bid submission. Any amendment, modification, replacement or supersession thereof occurring thereafter shall be treated in accordance with Article 12 (Change in Law) of the BESPA. In the event of any inconsistency, the provisions of applicable laws, including directions, regulations, standards and codes issued by CEA, CERC, APERC and the Grid Code, shall prevail over such SRPC guidelines, and such SRPC guidelines shall prevail over the other provisions of this Annexure. The State Load Despatch Centre (SLDC) may deploy the Contracted Capacity in any operating mode permitted under the applicable SRPC guidelines. Energy discharged under any such operating mode shall be reckoned towards the applicable Cycle count. Any deviation from schedule attributable to frequency response, AGC, or real-time instructions issued by the SLDC shall neither reduce Availability nor attract any charge, penalty or liability upon the BESSD. Compliance with prescribed State of Charge requirements shall be achieved within the installed capacity of the Project and shall not result in any reduction of the Contracted Capacity.

Annexure B**CHECK LIST FOR FINANCIAL CLOSURE**

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

(RfS No. _____ dated _____)

Last Date for submission of documents related to Financial Closure –

(6 months from Effective Date)

Project Company Name _____

Project ID:- _____

LOA No. - _____. Dtd. - _____

Effective Date of BESPA - _____

Scheduled Commissioning Date: - _____

i. Financial Closure -(Clause 20 of the RfS, including subsequent amendments & clarifications)

Details	Presently given in BESPA
Location	
Technology	
Certificate from all financial institutions	In case of tie up through Bank / Financial Institutions: - Document from Bank / Financial Institutions certifying arrangement of necessary funds by way of sanction of Loan (to be enclosed as Annexure-I). In case of Internal Resources: - Copy of Board Resolution, Audited/Certified Balance sheet, Profit & Loss Account Statement, Bank Statement and Cash Flow Statement in support of availability of Internal resources of the Project Company and of the Company other than Project Company (in case the required funding will be raised from Company other than Project Company) (to be enclosed as Annexure-I). Performa for the cases where funding will be from Company other than Project Company is at 'A-1'.

Note: -

- (i) Copy of Final Detailed Project Report (DPR) is to be enclosed as **Annexure – II A**.
- (ii) Undertaking by the Project Company that all Consents, clearances and permits required for implementing the Project as per the terms of BESPA have been obtained is to be enclosed as **Annexure – II B**

- ii. Copy of Agreement/ MOU entered into / Purchase Order with acceptance, for the supply of Plants and Equipment (to be enclosed as **Annexure-III**)
- iii. **Technical Parameters of the Project (Clause 36 of the RfS)**
 - 3.1 Certificate from Project Company that Technical and Regulatory specifications and directives given in [Annexure A](#) of the RfS will be adhered to (to be enclosed as **Annexure-IV A**)
 - 3.2 Proposed Project configuration as part of DPR of the Project (to be enclosed as **Annexure-IV B**)
- iv. **Ownership of the BESSD:** Latest Shareholding Pattern of the Project Company (including Compulsorily Convertible Debentures (CCDs), Compulsorily Convertible Preferential Shares (CCPS) of the Project Company certified by Chartered Accountant (to be enclosed as **Annexure-V A**)

Shareholding pattern is not required to be submitted by a Listed Company.

Note: Declaration of Shareholding Pattern of the Project Company is to be submitted to APPCC on monthly basis, i.e., by the 10th day of every month for shareholding status of the Company upto the end of the previous month, till 3 years from the date of commissioning of the project.

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

Annexure C**SPECIAL INSTRUCTIONS TO BIDDERS FOR e-TENDERING AND REVERSE AUCTION**

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

GENERAL

The Special Instructions (for e-Tendering) supplement 'Instructions to Bidders', as given in these RfS Documents. Submission of Online Bids is mandatory for this RfS.

e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-Tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, Andhra Pradesh Power Coordination Committee (APPCC) has adopted a secured and user friendly e-tender system enabling bidders to Search, View, Download tender document(s) directly from the e-tendering portal of ISN Electronic Tender Services Pvt. Ltd (ISN-ETS) <https://www.bharat-electronictender.com> (ETS Portal). This portal is based on the world's most 'secure' and 'user friendly' software from Electronic Tender®. A portal built using Electronic Tender's software is also referred to as Electronic Tender System® (ETS).

Benefits to Suppliers are outlined on the Homepage of the portal.

INSTRUCTIONS**Tender Bidding Methodology:****Sealed Bid System**

Single Stage Two Envelope

Auction

The sealed bid system would be followed by an 'e-Reverse Auction'

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Class III Digital Signing Certificate (DSC).
2. Register on Electronic Tender System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to a MA
6. Download Official Copy of Tender Documents from ETS. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.
7. Clarification to Tender Documents on ETS
 - a) Query to APPCC (Optional)
 - b) View response to queries posted by APPCC
8. Bid-Submission on ETS
9. Post-TOE clarification on ETS (optional)

10. Respond to APPCC Post-TOE queries
11. Participate in e-Reverse Auction if invited

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the ETS.

Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2,000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

Registration

To use the Electronic Tender® portal <https://www.bharat-electronictender.com>, vendors need to register on the portal. Registration of each organization is to be done by one of its senior persons who will be the main person coordinating for the e-tendering activities. In ETS terminology, this person will be referred to as the Super User (SU) of that organization. For further details, please visit the website/ portal, and click on the 'Supplier Organization' link under 'Registration' (on the Home Page), and follow further instructions as given on the site. Pay Annual Registration Fee as applicable.

After successful submission of Registration details and payment of Annual Registration Fee, please contact ISN-ETS Helpdesk (as given below), to get your registration accepted/ activated.

Important Note:

1. Interested bidders have to download official copy of the RfS & other documents after login into ETS Portal <https://www.bharat-electronictender.com>. If the official copy of the documents is not downloaded from e-tendering Portal of ISN-ETS within the specified period of downloading of RfS and other documents, bidder will not be able to participate in the tender.
2. To minimize teething problems during the use of ETS (including the Registration process), it is recommended that the user should peruse the instructions given under 'ETS User-Guidance Centre' located on ETS Home Page, including instructions for timely registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of users, assigning roles to them, etc.

ISN-ETS/ Helpdesk	
Telephone/ Mobile	Customer Support: +91-124-4229071, 4229072 (From 09:00 AM to 06:00 PM on all Working Days i.e. Monday to Saturday except Government Holidays)

Email-ID	support@isn-ets.com
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Some Bidding Related Information for this Tender (Sealed Bid)

The entire bid-submission would be online on ETS (unless specified for Offline Submissions). Broad outline of submissions are as follows:

- ☐ Submission of Bid-Parts
 - Envelope I (Techno-commercial-Bid)
 - Envelope II (Financial-Bid)
- ☐ Submission of digitally signed copy of Tender Documents/ Addendum

In addition to the above, the bidders are required to submit certain documents physically offline also as per Clause 27 of the RfS, failing which the techno-commercial bids will not be opened.

Note: The Bidder should also upload the scanned copies of all the above-mentioned original documents as Bid-Annexures during Online Bid-Submission.

Internet Connectivity & System Requirements

Bidders shall be solely responsible for ensuring stable and reliable broadband/Internet connectivity, as well as the proper functioning of their laptop/desktop computer systems (and related hardware/software), for accessing and participating on the ETS portal. Neither APPCC nor the portal service provider shall be held liable for any disruptions, delays, or inability to participate arising from issues at the bidder's end, including but not limited to Internet connectivity, power supply, hardware, software, or other bidder/client-end technical problems.

SPECIAL NOTE ON SECURITY AND TRANSPARENCY OF BIDS

Security related functionality has been rigorously implemented in ETS in a multidimensional manner. Starting with 'Acceptance of Registration by the Service Provider', provision for security has been made at various stages in Electronic Tender's software. Specifically, for Bid Submission, some security related aspects are outlined below:

CAUTION: All bidders must fill Electronic Forms® for each bid-part sincerely and carefully and avoid any discrepancy between information given in the Electronic Forms® and the corresponding Main-Bid. If it is found during the TOE that a bidder has not filled in the complete information in the Electronic Forms®, the TOE officer may make available for downloading the corresponding Main-Bid of that bidder at the risk of the bidder. **If variation is noted between the information contained in the Electronic Forms® and the 'Main-Bid', the contents of the Electronic Forms® shall prevail.**

In case of any discrepancy between the values mentioned in figures and in words, the value mentioned in words will prevail.

There is an additional protection with SSL Encryption during transit from the client-end computer of a Supplier organization to the e-Tendering Server/ Portal.

OTHER INSTRUCTIONS

For further instructions, the vendor should visit the home-page of the portal <https://www.bharat-electronictender.com>, and go to the **User-Guidance Center**

The help information provided through 'ETS User-Guidance Center' is available in three categories – Users intending to Register/ First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links (including links for User Manuals) are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links and take appropriate action. This will prevent hiccups and minimize teething problems during the use of ETS.

SEVEN CRITICAL DO'S AND DON'TS FOR BIDDERS

Specifically, for Supplier organizations, the following '**SEVEN KEY INSTRUCTIONS for BIDDERS**' must be assiduously adhered to:

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class III well in advance of your tender submission deadline on ETS.
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time to complete activities related to your organization, such as creation of Marketing Authority (MA) [i.e. a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
4. For responding to any particular tender, the tender (i.e. its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.
5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc.)

Note: Bid-submission in ETS can consist of submission of multiple bid-components, which vary depending upon the situation and requirements of the Buyer. Successful receipt of a bid in an e-tendering scenario takes place if all the required bid-components are successfully 'received and validated' in the system (ETS) within the scheduled date and time of closure of bidding. ETS/ Service Provider is not responsible for what happens at an end-user's end, or while a submission made by an end-user is in transit, until the submission is successfully 'received and validated' in ETS.

6. ETS will make your bid available for opening in Tender Opening Event (TOE) 'ONLY IF' the status pertaining Overall Bid-Submission is 'COMPLETE'. For the purpose of

record, the bidder can generate and save a copy of 'Final Submission Receipt'. This receipt can be generated from 'Bid-Submission Overview Page' only if the status pertaining overall Bid-Submission' is 'COMPLETE'

NOTE:

While the first three instructions mentioned above are especially relevant to first-time users of ETS, the fourth, fifth, sixth and seventh instructions are relevant at all times.

ADDITIONAL DOs AND DON'Ts FOR BIDDERS PARTICIPATING IN e-REVERSE AUCTION

1. Get your organization's concerned executives trained for e-Reverse Auction related processes on ETS well in advance of the start of e-Reverse Auction.
2. For responding to any particular e-Reverse Auction, the e-Reverse Auction (i.e. its Reverse Auction Search Code or RASC) has to be assigned to an MA.
3. It is important for each bidder to thoroughly read the 'rules and related criterion' for the e-Reverse Auction as defined by the Buyer organization.
4. It is important to digitally-sign your 'Final bid' after the end of e-Reverse Auction bidding event.
5. During an e-auction, it is recommended that a bidder submits a bid well before the scheduled time of 'Date and Time of Closure of Reverse-Auction'. Submission of a bid near the closing time of an auction may result in failure due to any of the various factors at that instant, such as – slow internet speed at the bidder's end, slow running of computer at bidder's end, nervousness of the bidder in the last few seconds, etc. This could lead to delay in submission of data from the bidder's computer to the server. Even if the delay is of a fraction of second after the scheduled closing time, it will result in failure of bid submission. Further, please note that a bid can be submitted even if the bidding-page has not been refreshed manually, or otherwise depending on the conditions of the e-auction.

Note: Successful receipt of Bid in an e-auction scenario takes place if the bid is successfully 'received and validated' in the system (ETS) within the scheduled date and time of closure of bidding. ETS/ Service Provider is not responsible for what happens at an end-user's end, or while a submission made by an end-user is in transit, until the submission is successfully 'received and validated' in ETS.

6. Pre-requisite for participation in bidding process
 - Bidder must possess a PC/ Laptop with Windows 10 or above operating system and Microsoft Edge (in IE mode) for hassle free bidding. Bidder is essentially required to affect the security settings as defined in the portal.
 - The Bidder must have a high-speed internet connectivity (preferably Broadband) with internet explorer to access ISN-ETS's e-Tender Portal for downloading the Tender document and uploading/ submitting the Bids.
 - A valid e-mail ID of the Organization/ Firm

Vendors Training Program

- One day online training (10:00 to 17:00) is provided by ISN-ETS. Training is optional. In case, any bidder is interested, he may send a request to support@isn-

ets.com. Vendors are requested to arrange their own Laptop, Digital Certificate and Wireless Connectivity to the Internet

TERMS & CONDITIONS OF REVERSE AUCTION

After opening of financial bids and short-listing of bidders based on the tariff and total capacity of project of qualified Project(s), APPCC shall resort to "REVERSE AUCTION PROCEDURE". Reverse Auction shall be conducted as per methodology specified in [SECTION 5](#) and other provisions of Reverse Auction in RfS Documents and their subsequent Addenda/ Amendments/ Clarifications, and the instructions given on the ETS Portal screens. Bidders in their own interest, are advised to go through the documents in entirety. The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give complete explanations. Further these are supplementary in nature.

1. Bidders shall ensure online submission of their 'Bid Price' within the auction period.
2. Bidders shall ensure to take all necessary training and assistance before commencement of reverse auction to the interested bidders on chargeable basis to be paid directly to ISN-ETS.
3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RfS document or intimated later on, for compliance.
4. Reverse auction will be conducted on scheduled date & time, as mentioned in the RfS document.
5. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which is enclosed separately in the RfS document.
6. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant APPCC guidelines, shall be initiated by APPCC.
7. The Bidder shall not divulge either his Bids or any other exclusive details of APPCC to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:
 - a) Although extension time is '10' minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute submission of the Financial Bid during reverse auction.
 - b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of APPCC, bid process, bid technology, bid documentation and bid details.
 - c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.
 - d) Technical and other non-commercial queries (not impacting price) can only be routed to APPCC contact personnel indicated in the RfS document.
 - e) Order finalization and post order activities such as issue of LoA, signing of BESPA etc. would be transacted directly between successful bidder(s) and APPCC.

- f) LoA shall be placed outside the ETS e-portal & further processing of the LoI shall also be outside the system.
 - g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related technical queries, bidders are advised to contact the persons indicated in [Annexure C](#) of the RfS document.
 - h) Bidders are advised to visit the auction page and login into the system well in advance to avoid last minute hitches.
 - i) APPCC will not be responsible for any PC configuration/ Java related issues, software/ hardware related issues, telephone line glitches and breakdown/ slow speed in internet connection of PC at Bidder's end.
 - j) Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC/ Internet/ Java related issues and Bidder may lose the chance of participation in the auction.
10. For access to the Reverse Auction site, the following URL is to be used:
<https://www.bharat-electronictender.com>.
11. No queries shall be entertained while Reverse Auction is in progress.

BUSINESS RULES OF REVERSE AUCTION

Reverse Auction shall be conducted as per methodology specified in [SECTION 5](#) and other provisions of Reverse Auction in RfS documents and their subsequent Amendments/ Clarifications/ Addenda. Bidders, in their own interest, are advised to go through the documents in entirety.

The following would be parameters for e-Reverse Auction:

Sl. No.	Parameter	Value
1.	Date and Time of Reverse-Auction Bidding Event	To be intimated Later to Eligible Bidders
2.	Duration of Reverse-Auction Bidding Event	60 minutes
3.	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	10 Minutes
3.2	Automatic extension Time-Duration	10 Minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
4.	Entity-Start-Price	Tariff quoted by the bidders in Financial Bid (Second Envelope)

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

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

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

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

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

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

Annexure D

ILLUSTRATIONS
(Please refer Clause 8 of the RfS)

Illustration

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

Date	Block	Drawl (from Grid) MW (Charging) (X)	Injection (into Grid) MW (Discharging) (Y)	Schedule d MUs (Z)	Time-block Availability, (TA) = (Xi/Zi) + (Yi/Zi)
01-May-26	1	500	0	500	1
01-May-26	2	500	0	500	1
01-May-26	3	480	0	500	0.96
01-May-26	4	480	0	500	0.96
01-May-26	5	470	0	500	0.94
01-May-26	6	470	0	500	0.94
01-May-26	7	480	0	500	0.96
01-May-26	8	480	0	500	0.96
01-May-26	9	0	0	25	0
01-May-26	10	25	0	0	NA
01-May-26	11	0	0	0	NA
01-May-26	12	0	0	0	NA
01-May-26	13	0	0	0	NA
01-May-26	14	0	0	0	NA
01-May-26	15	0	0	0	NA
01-May-26	16	0	0	0	NA
01-May-26	17	0	0	0	NA
01-May-26	18	0	0	0	NA
01-May-26	19	0	0	0	NA
01-May-26	20	0	0	0	NA
01-May-26	21	0	0	0	NA
01-May-26	22	0	0	0	NA
01-May-26	23	0	0	0	NA
01-May-26	24	0	380	500	0.76
01-May-26	25	0	380	500	0.76
01-May-26	26	0	400	500	0.8
01-May-26	27	0	400	500	0.8
01-May-26	28	0	400	500	0.8
01-May-26	29	0	400	500	0.8
01-May-26	30	0	400	500	0.8
01-May-26	31	0	400	500	0.8
01-May-26	32	0	0	0	NA
01-May-26	33	0	0	0	NA
01-May-26	34	0	0	0	NA
01-May-26	35	0	0	0	NA
01-May-26	36	0	0	0	NA

Date	Block	Drawl (from Grid) MW (Charging) (X)	Injection (into Grid) MW (Discharging) (Y)	Schedule d MUs (Z)	Time-block Availability, (TA) = (Xi/Zi) + (Yi/Zi)
01-May-26	37	0	0	0	NA
01-May-26	38	0	0	0	NA
01-May-26	39	0	0	0	NA
01-May-26	40	0	0	0	NA
01-May-26	41	0	0	0	NA
01-May-26	42	0	0	0	NA
01-May-26	43	25	0	25	1
01-May-26	44	490	0	500	0.98
01-May-26	45	480	0	500	0.96
01-May-26	46	480	0	500	0.96
01-May-26	47	470	0	500	0.94
01-May-26	48	480	0	500	0.96
01-May-26	49	500	0	500	1
01-May-26	50	500	0	500	1
01-May-26	51	500	0	500	1
01-May-26	52	0	0	0	NA
01-May-26	53	0	0	0	NA
01-May-26	54	0	0	0	NA
01-May-26	55	0	0	0	NA
01-May-26	56	0	0	0	NA
01-May-26	57	0	0	0	NA
01-May-26	58	0	0	0	NA
01-May-26	59	0	0	0	NA
01-May-26	60	0	0	0	NA
01-May-26	61	0	0	0	NA
01-May-26	62	0	0	0	NA
01-May-26	63	0	0	0	NA
01-May-26	64	0	0	0	NA
01-May-26	65	0	0	0	NA
01-May-26	66	0	0	0	NA
01-May-26	67	0	0	0	NA
01-May-26	68	0	0	0	NA
01-May-26	69	0	0	0	NA
01-May-26	70	0	0	0	NA
01-May-26	71	0	0	0	NA
01-May-26	72	0	0	0	NA
01-May-26	73	0	0	0	NA
01-May-26	74	0	0	0	NA
01-May-26	75	0	0	0	NA
01-May-26	76	0	0	0	NA
01-May-26	77	500	0	500	1
01-May-26	78	0	0	0	NA
01-May-26	79	0	0	0	NA
01-May-26	80	0	0	0	NA
01-May-26	81	0	460	500	0.92

Date	Block	Drawl (from Grid) MW (Charging) (X)	Injection (into Grid) MW (Discharging) (Y)	Schedule d MUs (Z)	Time-block Availability, (TA) = (Xi/Zi) + (Yi/Zi)
01-May-26	82	0	470	500	0.94
01-May-26	83	0	470	500	0.94
01-May-26	84	0	460	500	0.92
01-May-26	85	0	400	500	0.8
01-May-26	86	0	380	500	0.76
01-May-26	87	0	370	500	0.74
01-May-26	88	0	0	0	NA
01-May-26	89	0	0	0	NA
01-May-26	90	0	0	0	NA
01-May-26	91	0	0	0	NA
01-May-26	92	0	0	0	NA
01-May-26	93	0	0	0	NA
01-May-26	94	0	0	0	NA
01-May-26	95	0	0	0	NA
01-May-26	96	0	0	0	NA
Total		8,310	6,170	16,050	29.86
		NO OF BLOCK IN COLUMN Z IS NOT ZERO			34
		SYSTEM AVAILABILITY			0.878

Note: For calculating the System Availability for day/month, schedule provided by SLDC/DISCOMs to be considered. Shortfall in System Availability will be calculated as per below methodology. DSM charges shall be treated separately as per applicable regulations and paid by BESSD.

If SLDC/DISCOMs has scheduled for charging of BESS & discharge of BESS and BESSD has not charge & discharge the BESS according to schedule then TA will be calculated as $TA = (X/Z) + (Y/Z)$ for that time block.

If SLDC/DISCOMs has not scheduled for charging of BESS & discharge of BESS then TA will be NA for that time block.

If SLDC/DISCOMs has not scheduled for charging of BESS and BESSD has taken charging power from grid then TA will be NA for that time block.

If SLDC/DISCOMs has not scheduled for discharge of BESS and BESSD has discharge power to the grid then TA will be NA for that time block.

If SLDC/DISCOMs has scheduled for charging of BESS & discharge of BESS and BESSD has charge & discharge the BESS near to zero or zero then TA will be treated as Zero for that time block.

i is the i^{th} Time block in the day.

The System Availability for the day is calculated as the mean of **Column TA**, for all time-blocks where **Column Z is not zero**.

From the above table, Day's System Availability = 0.87

Similarly, the System availability shall be calculated for Monthly, 2880 time-blocks (96*30) in a Month (30 Days in a month considered in above), excluding time-blocks where Grid is unavailable or in case of Force Majeure.

Assuming the following parameters:

- a. Total Contract Capacity = 500 MW, **C**
- b. Quoted monthly Capacity charges = 5 lakhs/MW/month, **D**
- c. Annual system availability (as per procedure above) is calculated to be 0.87, **B**
- d. $n = 12$

Liquidated Damages on account of shortage in annual system Availability, as calculated from formula provided in Clause [8.2](#):

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

$$= (0.95 - 0.87) \times 500 \times 5 \times 12 \times 2$$

$$= 4800 \text{ lakhs}$$

- b. **System Efficiency:** The present illustration is for calculating the daily system efficiency as demonstration only. The same methodology shall be used calculation of monthly system efficiency as per Clause [8.1](#) (d) (iii)

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

Assuming:

- Monthly System Efficiency = 0.84,
- Total monthly drawl from grid (Charging Power) = 82.2 MUs

Liquidated damages is calculated @ APPC (including transmission chares) at State Level of all DISCOMs of previous financial year, for excess loss of energy considering expected System Efficiency to be 85%.

Excess conversion losses = $(0.85 - 0.84) \times \text{Total drawl from the grid in the month (i.e. Charging Energy)}$

Liquidated Damages for the month = Rs. $0.01 \times 82.2 \times \text{APPC (including transmission charges)}$ at State Level of all DISCOMs of previous financial year, for e.g. Rs.2

= Rs. 1.644 Millions

= 16.44 Lakhs

Annexure E**PROJECT LOCATION DETAILS**

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

S. No	Project	Name of the Project	Approx. land parcel allocation in Acres	Proposed BESS Capacity (MW/MWh)	Interconnection Point	Land Details & Co-ordinates		
						Details	Latitude	Longitude
1	Project-1	Rayalaseema Thermal Power Plant (RTPP)	70	500/2,000	400kV Bus of RTPP, Muddanur	Besides 400kV Switch Yard	14.694094	78.463880
2	Project-2	Talaricheruvu RE Project	70	250/1,000	220kV Bus of PS-1	Beside PS-1 SS	14.982503	78.051497
3	Project-3	NP Kunta RE Project	70	500/2,000	220kV level at NP Kunta SS	P. Kothapalli near the RE park	13.984123	78.425211
Total Capacity				1,250/5,000				