Request for Selection (RfS)

Invitation for e-Tender and e-Reverse Auction for Procurement of 1,000 MW/ 4,000 MWh Energy Storage Capacity (4 hours) from Fully Commissioned Battery Energy Storage Systems (BESS) Projects, anywhere in India, with input power from APDISCOMs through Competitive Bidding for a period of 2 years

Tender Search Code: APCPDCL-2026-TN000003
Tender No: APPCC/BESS-01/2026-27
Issue Date: 29-Sep-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 BESPA) 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: 29-Sep-2026

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BID INFORMATION SHEET

The brief details of the RfS are as under:

(A)	**Name of Work/Brief Scope of Work/ Job**	Bid(s) are invited from Battery Energy Storage System Developer(s) for procurement of storage capacity of cumulative 1,000 MW / 4,000 MWh (4 Hours) from fully commissioned Standalone Battery Energy Storage System(s) (BESS), located anywhere in India, through a Tariff-Based Competitive Bidding (TBCB) process, for 'on Demand' usage by the APDISCOMs. Capacity shall be allocated on a bucket-filling basis. No new project shall be set up under this RfS, and only fully commissioned Standalone BESS shall be eligible to participate in the bidding process. The BESS Developer(s) shall be responsible for making available the contracted storage capacity from eligible fully commissioned Standalone BESS for charging and discharging operations as scheduled by the Procurer. The procurement shall be through a Battery Energy Storage Purchase Agreement (BESPA) to be executed with the Procurer. The Procurer shall provide charging energy at the Delivery Point in accordance with the provisions of the BESPA and the dispatch instructions issued from time to time.
(B)	**Tender Search No, Tender No. & Date**	Tender Search No: APCPDCL-2026-TN000003 Tender No: APPCC/BESS-01/2026-27 Dated: 29/09/2026
(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, two-envelope sealed bid process, comprising a Techno-Commercial Bid and a Price Bid, followed by an e-Reverse Auction process.
(E)	**Type of RfS/ tender**	E – Tender. Submission of online Bid/s is mandatory for this Tender.
(F)	**Completion/ Contract period**	The Term of the BESPA shall commence on the Effective Date and shall continue for a period of 2 (two) years, extendable for an additional period of up to two years, ending on the Expiry Date
(G)	**Document fee/ Cost of Tender (non-refundable)**	Amount: INR 1,00,000 (Indian Rupees One Lakh only) plus applicable taxes (non-refundable). Cost of the Tender to be paid through Net Banking/ NEFT/ RTGS/ IMPS to the account details as mentioned at (T). Payment details shall be sent to the emails mentioned at (R) and (S) for permitting the bidders to download bid documents.

(H)	**Earnest money deposit (EMD)**	**Amount**: INR 3,00,000 (Indian Rupees Three Lakh only) per MW of the capacity offered by the Bidder **Claim period**: thirty (30) days from the expiry of the Validity Period. In the case of the selected Bidder, EMD shall be retained till it has provided Performance Bank Guarantee under the BESPA. The Bidders will have an option to provide EMD in the form of a demand draft or a bank guarantee or insurance surety bond acceptable to the Utility or may be submitted as e-bank guarantee or deposited online through NEFT/IMPS/RTGS payment. The demand draft shall be kept valid for a period not less than 120 (one hundred and twenty) days from the Bid Due Date, by submitting another demand draft before expiry of the existing demand draft and may be further extended as may be mutually agreed between the Utility and the Bidder from time to time. In case a bank guarantee or insurance surety bond is provided, its validity period shall not be less than 120 (one hundred and twenty) days from the Bid Due Date, inclusive of a claim period of 30 (thirty) days, and may be extended as may be mutually agreed between the Utility and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
(I)	**Performance Bank Guarantee**	INR 10,00,000 (Indian Rupees Ten Lakh only) per MW of Contracted Capacity, in the form of a Demand Draft or Bank Guarantee, or Insurance Surety Bond issued by any General Insurance Company registered with IRDAI, in the format prescribed by the Utility within 7 days from the LoA.
(J)	**Last date of receipt of pre-bid queries**	As per the ISN-ETS portal / NIT.
(K)	**Pre-bid meeting**	The pre-bid meeting shall be conducted at the office of APPCC, Vijayawada, and/or through an online platform. The details shall be as notified on the ISN-ETS portal / NIT. Bidders shall submit their queries to APPCC through email (addressed to: cgm-pp.vja@aptransco.gov.in Prabhakar.p@aptransco.gov.in vamseemohan.gu@aptransco.gov.in) on or before pre-bid meeting.
(L)	**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.
(M)	**Techno-Commercial bid opening**	As per date & time mentioned on ISN-ETS portal.

(N)	**Price Bid opening**	Date and time of price bid opening will be informed to the eligible bidders through email/ISN-ETS portal.
(O)	**E-Reverse Auction (e-RA)**	Date and time of e-RA will be informed to the eligible bidders through email/ISN-ETS portal.
(P)	**Contact details of ISN-ETS portal**	Bharat 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 to Fri: 9 am to 6 pm on all working days except Government holidays.
(R)	**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
(S)	**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
(T)	**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.

Prospective Bidder/s are requested to remain updated on any and all notices, amendments, corrigenda and clarifications to this Tender Document published on the ISN-ETS portal. No separate notification shall be issued for such notices, amendments, corrigenda or clarifications in the print media or individually to prospective Bidder/s, and in no case shall APPCC be held responsible for any loss of information to the Bidder/s. All amendments, corrigenda and

clarifications issued subsequent to this Tender Document shall be deemed to form part of this Tender.

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(s) 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 increasing penetration of Renewable Energy (RE) in the energy mix of Andhra Pradesh, the grid experiences stress during the evening and morning peaks when sufficient RE is not available, and surplus RE during solar hours requires to be absorbed. Energy Storage Systems (ESS) provide the flexibility required to shift energy from surplus to deficit hours, support peak demand management and improve utilisation of the transmission infrastructure. Battery Energy Storage Systems (BESS) are among the commercially deployed solutions capable of providing such flexibility with fast response.

1.3 A number of standalone BESS projects have been commissioned in the country and are available to provide storage capacity at short notice. In order to meet its immediate requirement of storage capacity pending commissioning of the long-term BESS and Pumped Storage capacities being tied up by the State, the DISCOMs propose to procure storage capacity from such already commissioned BESS projects, anywhere in India on a medium-term basis.

1.4 In view of the above, APPCC hereby invites proposals for procurement of storage capacity of 1,000 MW / 4,000 MWh (4 hours) on an "on demand" basis from fully commissioned Standalone Battery Energy Storage System (BESS) projects, i.e. projects whose Commercial Operation Date (COD) has been declared on or before the last date of bid submission, for a Term of 2 (two) years from 01.01.2027 to 31.12.2028, under Tariff-Based Competitive Bidding. The Project may be located anywhere in India, at the Bidder's discretion, cost, risk and responsibility. The DISCOMs shall enter into a BESPA with each Successful Bidder for providing the energy storage facility on an "on demand" basis as per the instructions of SLDC/ DISCOMs, as per the terms, conditions and provisions of the RfS and BESPA.

1.5 No new BESS project is to be set up under this RfS. The Battery Energy Storage System Developers (hereinafter referred to as "BESSDs") selected by APPCC based on this RfS shall own, operate and maintain their already commissioned BESS and make the Contracted Capacity available to the DISCOMs in accordance with the provisions of this RfS document and BESPA. No specific project location has been identified under this RfS, and the capacity shall be procured from eligible commissioned projects as per Clause 4.2 and 29 of the RfS.

1.6 The Bidders will be free to avail fiscal incentives, if any, available for such Projects. The same will not have any bearing on comparison of bids for selection. No claim shall arise on APPCC/APTRANSCO/DISCOMs for any liability if Bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff.

1.7 **Guidelines for Implementation of the RfS:** This RfS document has been prepared based on the "Guidelines for Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services" notified by the Ministry of Power (MoP), Govt. of India, vide Gazette Notification dated 10th March 2022 and their subsequent amendments and clarifications issued thereto until the bid submission deadline for this RfS.

2. Invitation for Bids

2.1 A Single Stage, Two-Envelope competitive Bidding Procedure followed by e-Reverse Auction 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. to complete the registration formalities. Contact details of ISN-ETS are mentioned in the Bid Information Sheet. They may obtain further information regarding this RfS from the office of APPCC at the address given in the Bid Information Sheet from 10:00 hours to 17:00 hours on all working days.

2.3 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. APPCC in no case shall be responsible for any issues related to timely or proper uploading/ submission of the bid in accordance with the relevant provisions of the Bidding Documents.

2.4 In order to meet the storage capacity requirements from 01.01.2027, Bidders shall submit their Bid proposals, complete in all respects, on or before the Bid Submission Deadline specified on the ISN-ETS Portal and in the Bid Information Sheet. Any Bid received after the prescribed deadline shall be liable for rejection in accordance with the provisions of this RfS.

2.5 Bidder shall submit its bid proposal along with the non-refundable RfS Document Fee, and Earnest Money Deposit (EMD) complete in all respects as per the Bid Information Sheet. Bid proposals received without the stipulated RfS Document Fee, and EMD will be rejected. In the event of any date indicated in the Bid Information Sheet being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein.

2.6 RfS documents, which include Eligibility Criteria, Technical Requirements, various Conditions of Contract, Formats etc., can be downloaded from the ISN-ETS bidding portal. It is mandatory to download the official copy of the RfS Document from the ISN-ETS bidding portal to participate in the Tender. Any amendment(s)/

corrigendum(s)/ clarification(s) with respect to this RfS shall be uploaded on the ISN-ETS portal, and in case of any discrepancy, the information available on the ISN-ETS portal shall prevail.

2.7 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.

2.8 APPCC has issued this RfS as the Bid Coordinator, acting on behalf of and as the authorised representative of the DISCOMs. APPCC may develop a suitable monitoring mechanism to monitor the performance of the Projects and carry out random checks to verify compliance with the provisions of the RfS and BESPA.

2.9 **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 have been inserted for ease of reference only and 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 own, operate and maintain an already commissioned Battery Energy Storage System (BESS), which may be located anywhere in India at the Bidder's discretion, cost, risk and responsibility, with the primary objective of making the energy storage facility available to the DISCOMs/ SLDC for charging and discharging of the BESS on an "on demand" basis. The charging (input) power shall be supplied by the DISCOMs at the Delivery Point. Detailed criteria for performance are elaborated in Clause 8 of the RfS.

3.2 The Project, including its interconnection with the grid, shall have been set up by the BESSD at its own cost prior to the last date of bid submission. Operation & maintenance, including safety of the equipment/ personnel, will be under the scope of the BESSD. This RfS is technology agnostic within battery energy storage, as long as the Project meets the definition of BESS under this RfS and the performance criteria under the RfS and BESPA.

3.3 Scheduling of charging and discharging of the BESS will be under the scope of SLDC/ DISCOMs. The DISCOMs will provide the required power for charging the BESS considering the guaranteed Round-Trip Efficiency under the RfS/ BESPA. Deviation Settlement Mechanism (DSM) charges, if any, shall be levied separately on the BESSD for the charging and discharging activities.

3.4 The BESSD shall ensure that the BESS is of requisite quality, complies with best industry practices and complies with the Central Electricity Authority (Measures relating to Safety and Electric Supply) Regulations, 2023 and other applicable CEA regulations, including subsequent amendments and clarifications thereof.

4. Total Capacity, Eligible Projects and Project Sizing

4.1 Selection of BESSDs for a total Contracted Capacity of **1,000 MW / 4,000 MWh** will be carried out through e-bidding followed by e-Reverse Auction process, on bucket-filling basis as per SECTION 5 of the RfS. No project location is specified under this RfS.

4.2 **Eligible Projects:** Only those BESS Projects which are **fully commissioned**, i.e. whose Commercial Operation Date (COD) for the entire capacity being offered has been declared in accordance with the Grid Code and applicable regulations on or before the last date of bid submission, shall be eligible to participate. Part-commissioned projects, projects under construction or projects with COD declared after the bid submission deadline shall not be eligible.

4.3 The Selection of BESSDs will be carried out based on the Monthly Capacity Charge (in INR/MW/month) offered by the Bidders. In this context, the term "Project" used anywhere in the RfS and BESPA will solely mean the commissioned BESS, owned and operated by the BESSD, from which the Contracted Capacity is made available to the DISCOMs as agreed in the BESPA.

4.4 **Project Configuration:**

Parameter	Requirement
Total capacity to be procured	1,000 MW / 4,000 MWh

Parameter	Requirement
Storage duration	4 hours (energy rating at the Delivery Point of not less than 4 x the Contracted Capacity in MW)
Minimum capacity per bid	50 MW / 200 MWh
Maximum capacity per bid	1,000 MW / 4,000 MWh
Status of Project	Fully commissioned, with COD declared on or before the bid submission deadline
Supply of capacity	From 01.01.2027 (Supply Start Date)
Term of BESPA	01.01.2027 to 31.12.2028 (2 years), extendable by up to 2 (two) years
Delivery Point	As per Clause 7

4.5 A Bidder may offer capacity from one or more eligible Projects, each of which shall individually meet the requirements of this RfS. The capacity offered from each Project shall be indicated in the Covering Letter (Format 7.1) and in Format 7.6. A single tariff shall be quoted for the entire capacity offered by the Bidder.

4.6 Where the capacity offered from a Project is less than the total installed capacity of that Project, the Bidder shall demonstrate that the offered capacity can be separately scheduled, metered and energy-accounted by the SLDC concerned. In the absence of such arrangement, the entire installed capacity of the Project shall be offered. The BESSD shall establish, at its own cost and prior to the Supply Start Date, a separate metering arrangement at the Project site for the capacity offered, to the satisfaction of the SLDC concerned, and shall maintain it throughout the Term.

4.7 For a specified Contracted Capacity, any oversizing of the BESS over the minimum rated energy capacity required under this RfS is left to the discretion of the BESSD. The BESS shall be capable of charging and discharging at a C-rate of 0.25 at the Contracted Capacity. The rated capacity (Power and Energy) of the BESS shall be verified through the Available Energy Test as per Clause 9 prior to the Supply Start Date.

4.8 Untied capacity: The capacity offered under this RfS shall not be tied up, contracted, committed or encumbered under any power purchase agreement, energy storage purchase agreement, tolling agreement, trading arrangement or any other arrangement with any other entity for any part of the period from the Scheduled Supply Start Date until the end of the Term. The Bidder shall submit an undertaking to this effect as per Format 7.7. In case it is found at any stage that the Contracted Capacity has been so tied up, the same shall be treated as a BESSD Event of Default under the BESPA, and the EMD/ PBG, as applicable, shall be encashed.

5. Minimum & Maximum Contracted Capacity Allocation for a Bidder

5.1 A Bidder, including its Parent, Affiliate, Ultimate Parent or any Group Company, shall submit a single bid for the total capacity offered by it, in the prescribed formats.

5.2 The minimum capacity for which a bid may be submitted shall be 50 MW / 200 MWh, and the maximum capacity shall be 1,000 MW / 4,000 MWh. The capacity shall be quoted in whole numbers of MW, with the corresponding energy capacity being 4 times the quoted capacity in MWh.

5.3 The cumulative capacity to be allocated to a Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company, shall not exceed 1,000 MW / 4,000 MWh.

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 7.5A. In all other cases, Format 7.5 will be applicable.

5.4 The evaluation of bids and allocation of capacity shall be carried out as described in SECTION 5 of the RfS.

5.5 Subject to the exception as per the Note above, multiple bids from the same company including its Parent/ Ultimate Parent/ Affiliates/ Group Companies shall make all the bids submitted by the group invalid.

6. Supply Start Date, Term of BESPA and Extension

6.1 Supply Start Date: The BESSD shall make the Contracted Capacity available to the DISCOMs from 01.01.2027 (the "Supply Start Date"). The Supply Start Date shall be reckoned as the date from which the Monthly Capacity Charges become payable, subject to successful demonstration of the Contracted Capacity as per Clause 9 of the RfS.

6.2 There shall be no grace period or extended date for commencement of supply. The Commercial Operation Date of the Project has already been declared under the Grid Code prior to the bid submission deadline, and no fresh commissioning or declaration of Commercial Operation Date is required under this RfS. In case of any delay in commencement of supply beyond the Supply Start Date, the provisions of Clause 10 of the RfS shall apply.

6.3 Term: The Term of the BESPA shall be a period of 2 (two) years from 01.01.2027 to 31.12.2028. The BESPA shall come into force from its Effective Date and shall remain in force until the expiry of the Term, unless terminated earlier in accordance with its provisions.

7. Connectivity, Delivery Point and Scheduling

7.1 The Project shall be connected to the grid at the Delivery Point, with final grant of connectivity and Start Date of Connectivity on or before the last date of bid submission. The Delivery Point shall be the point at which the Project is connected to the grid and at which metering is done for energy accounting, determined as follows:

(a) **Intra-State (InSTS) connected Projects:** Projects connected to the transmission network of APTRANSCO (STU) or the distribution network of the DISCOMs in the State of Andhra Pradesh, at 33 kV or above. The Delivery Point for such Projects shall be the Interconnection Point of the Project with the STU/ DISCOM network, where metering is done for energy accounting.

(b) **Inter-State (ISTS) connected Projects**: Projects connected to the Inter-State Transmission System, having General Network Access (GNA) or other access arrangements as required under the applicable regulations for supply of power to and drawal of power from the Andhra Pradesh State periphery. The Delivery Point for such Projects shall be the Interconnection Connection between of the project and CTU. All transmission charges, GNA charges and

transmission losses, for both charging and discharging, up to the Delivery Point shall be borne by the BESSD.

7.2 The transmission of power up to the Delivery Point, and the maintenance of the transmission system up to the Delivery Point, shall be the responsibility of the BESSD at its own cost. All connectivity charges, SLDC/ RLDC fees and charges and other charges up to the Delivery Point shall be payable by the BESSD.

7.3 For transmission of power during charging/ discharging of the BESS, transmission charges and losses beyond the Delivery Point will be borne by the DISCOMs. The applicability of charges and losses on charging and discharging power shall be governed as per the CERC/ APERC Regulations prevailing from time to time.

7.4 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 and other Regulations/ Procedures (as amended from time to time) issued by the Appropriate Commission and the Central Electricity Authority (CEA). 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 CEA metering regulations. Power Quality Meter shall also be provided as per extant regulations.

7.5 The BESSD shall comply with all applicable CERC/ APERC Regulations including Forecasting, Scheduling and Deviation Settlement. The scheduling of power to/ from the Project shall be decided by the SLDC/ DISCOMs. Any Deviation Settlement Mechanism (DSM) charges due to deviation from the schedule of charging or discharging at the BESS end shall be to the account of the BESSD. The BESSD shall punch-in its schedules and subsequent revisions at the interfaces of the SLDC/ RLDC concerned, as per the Regulations in force, under intimation to the DISCOMs, and shall be solely responsible for identification and rectification of any discrepancy to avoid rejection/ short payment of invoices.

7.6 Reactive power charges, if any, at the BESSD end during charging and discharging shall be on account of the BESSD as per CERC/ APERC regulations. Harmonics shall be maintained within prescribed limits as per regulations/ procedures issued by the Appropriate Commission and CEA.

7.7 The BESS shall be capable of receiving and following schedules and set points from the SLDC/ RLDC and shall perform in one or several pre-defined ways (e.g. regulating its own output power according to the orders given by the SCADA system) to support the active power balance of the power system.

8. Performance Criteria of the Project

8.1 **Project performance parameters:**

8.1.1 The Contracted Capacity of the Project shall be in terms of "MW". The DISCOMs' obligation shall be for offtake of the entire Contracted Capacity at the Delivery Point. For a Contracted Capacity of "X" MW, the BESPA shall entitle the DISCOMs to schedule discharge of up to 4X MWh of energy from the BESS in each cycle, with the SLDC/ DISCOMs scheduling charging of the BESS with an equal amount of energy plus the energy expected to be lost as conversion losses, determined from the guaranteed Round-Trip Efficiency (RtE) of the system.

Illustration: For a Contracted Capacity of 50 MW / 200 MWh, with a guaranteed RtE of 85%, the DISCOMs shall supply charging energy of 200 / 0.85 = 235.29 MWh at the Delivery Point, to expect a discharge of 200 MWh as per the desired schedule.

8.1.2 The power rating of the BESS will be the Contracted Capacity in MW, i.e. the maximum value of the active output and input power at the Delivery Point. The energy rating will be 4 times the Contracted Capacity in MWh, being the dispatchable energy of the system as measured at the Delivery Point/ Metering Point. As the Term is medium, notwithstanding any degradation allowance specified elsewhere, the BESSD shall ensure that 100% of the energy rating is dispatchable throughout the Term. Terms and definitions of terminologies related to BESS shall be as defined in IEC 62933-2-1.

8.1.3 The total Contracted Capacity shall be for supply to and offtake by the DISCOMs, and there will be no merchant capacity. The BESS shall adhere to the technical requirements laid out in Annexure A of the RfS.

8.1.4 The BESSD shall make the BESS available for a minimum of 1 (one) operational cycle per day, i.e. 1 complete charge-discharge cycle per day, and up to a maximum of 2 (two) operational cycles per day, subject to a maximum of 485 operational cycles in a Contract Year (pro-rated for any part year). The SLDC/ DISCOMs, at their discretion, may split the charging/ discharging in a cycle into one or more sessions, based on system requirements.

8.1.5 The nameplate ratings shall be achievable during discharge for the full range of environmental conditions at the project site when the BESS is fully charged. The BESS shall be capable of being discharged at reduced power levels. However, the energy discharged from the BESS shall not be required to be greater than the nameplate energy rating specified herein.

8.2 **Availability:** The procurement shall be in power (MW) terms. The BESSD shall operate and maintain the BESS to offer the facility to the 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%** and shall declare the System Availability on a day-ahead basis for each 15-minute time block (or any amended duration of the time block as per the Grid Code).

8.2.1 "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, subject to the minimum system ratings specified herein. The annual availability guarantee shall commence from the Supply Start Date.

8.2.2 Monthly System Availability shall be the 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 the System Availability in a time block i is the ratio of Actual Injection/ Drawal (MU) to Scheduled Injection/ Drawal (MU) in that time block. The Actual and Scheduled quantities shall be as per the DSM/ UI reports published by the SLDC/ RLDC or measurement at the Main ABT Meter at the Delivery Point. The method of calculation is illustrated in Annexure C.

8.2.3 While deriving the Annual System Availability, values of Monthly System Availability higher than 95% shall be considered as 95%. Annual System Availability shall be the average of the Monthly System Availability values so considered. If the annual unavailability of 5% is already reached during part of a Contract Year, the Monthly Capacity Charges will be paid only after deducting the liquidated damages towards shortfall in Availability.

8.3 **Round-Trip Efficiency:** The BESSD shall guarantee an AC-to-AC Round-Trip Efficiency (RtE) of 85% for the system on a monthly basis and shall declare the RtE on a day-ahead basis. The BESSD shall be liable for Liquidated Damages to the DISCOMs only for shortfall in energy, i.e. on account of excess conversion losses, as follows:

(a) For RtE < 70%, liquidated damages shall be levied on the excess conversion losses, computed with reference to the guaranteed system RtE of 85%, valued at the APPC tariff as determined by APERC for the previous financial year, plus the applicable transmission losses of the STU and the CTU; and the Monthly Capacity Charges for the corresponding month shall not be paid to the BESSD;

(b) For 70% <= RtE < 85%, liquidated damages shall be levied on the excess conversion losses, computed with reference to the guaranteed system RtE of 85%, valued at the APPC tariff as determined by APERC for the previous financial year, plus the applicable transmission losses of the STU and the CTU.

(c) No incentive, and no upward adjustment of the Monthly Capacity Charges, shall be payable or made if the Round-Trip Efficiency achieved in any month is better than the guaranteed Round-Trip Efficiency. The BESSD agrees that the methodology specified above for calculation of liquidated damages, where the actual conversion losses are higher than those corresponding to the guaranteed Round-Trip Efficiency, is a genuine and accurate pre-estimation of the loss that will be suffered by the DISCOMs.

8.3.1 System Round-Trip Efficiency for month j = C / D, where C is the sum total of actual injection (discharging) in MU in the month j, and D is the sum total of actual drawal (charging) in MU in the month j; provided that D is not zero and D shall not exceed the number of cycles scheduled in month j multiplied by the charging energy required for each cycle. C and D shall be as per the DSM/ UI reports/ State Energy Account published by the SLDC/ RLDC or measurement at the Main ABT Meter at the Delivery Point.

8.3.2 The scheduled capacity shall be subject to the system power rating specified in Clause 8.1.2 of the RfS.

8.4 **Operational requirements:**

8.4.1 The SLDC/ DISCOMs shall, in accordance with Applicable Laws and Regulations, issue instructions to the BESSD for dispatch of electricity to/ from the grid during such period and in such volume as specified. The BESSD shall clearly specify the maximum recovery time required to restore the BESS for functional availability between duty cycles, which in no case shall be more than 1 (one) hour.

8.4.2 **Operational Window** shall mean the expected hours of system availability on each day during the term of the BESPA, excluding: (i) the maximum BESS recovery time as specified above; (ii) grid outages, duly certified by the grid operator; and (iii) planned maintenance outage duly informed by the BESSD to the SLDC/ DISCOMs with at least one month's prior notice, subject to the total planned outage period being not more than 34 hours in a two-month period. The BESSD shall submit its planned maintenance schedule for the Term prior to the Supply Start Date.

8.4.3 The SLDC/ DISCOMs shall provide tentative day-ahead schedules; however, real-time charging and discharging instructions may be issued if required, considering the recovery time specified above.

8.4.4 It shall be the responsibility of the BESSD to make periodic replacements/ replenishments of system capacities, at its own cost, to ensure the guaranteed system ratings throughout the Term. Outage time as a result of replacement shall be counted as an "Accountable BESS Outage" for the purpose of computing System Availability.

8.4.5 The BESSD shall submit an Available Energy Test Report for the Contracted Capacity, as per IEC 62933-2-1, on an annual basis during the Term. The DISCOMs may, at any time, require the BESSD to demonstrate the Contracted Capacity and energy rating on reasonable notice.

8.4.6 The BESSD shall convey its availability for scheduling by the SLDC/ DISCOMs and shall supply electricity in accordance with the Grid Code and the Electricity Act, 2003. The BESS shall conform to all applicable APERC/ CERC regulations and CEA standards for connectivity, metering, communication with the grid operators, etc.

8.5 **Shortfall in meeting Performance Criteria:**

8.5.1 **Shortfall in Availability**: In case the Annual System Availability demonstrated by the BESSD at the end of a Contract Year is less than 95%, the BESSD shall be liable to pay liquidated damages to the DISCOMs, computed as:

Liquidated damages = (A - B) x C x D x n x 2, where A is the Guaranteed Annual System Availability (95%); B is the Actual Annual System Availability; C is the Contracted Capacity (MW); D is the Monthly Capacity Charge (INR/MW/month) discovered through the bidding process; and n is the number of months in the Contract Year (12, or the actual number of months in a part year). The Parties agree that the said amount is a genuine and accurate pre-estimation of the loss that will be suffered by the DISCOMs on account of such shortfall, and the liquidated damages shall be recovered by adjustment against the Monthly Capacity Charges or by encashment of the Performance Bank Guarantee, at the option of the DISCOMs, without prejudice to any other right or remedy available to them.

8.5.2 **Shortfall in Round-Trip Efficiency:** The provisions of Clause 8.3 shall be applicable.

8.5.3 **Shortfall in energy rating:** In case the dispatchable energy demonstrated in any Available Energy Test or on actual scheduling is less than the contracted energy rating, the Contracted Capacity for the purpose of

payment of Monthly Capacity Charges shall stand reduced in the same proportion from the date of such demonstration until the BESSD re-demonstrates the full energy rating.

8.5.4 The above liquidated damages shall not be applicable in events of Force Majeure identified under the BESPA affecting the availability of the system. Planned outage within the limits specified in Clause 8.4.2 shall be excluded from the calculation of Availability; however, any outage notified by the BESSD outside the planned outage limits shall be counted in calculating the Monthly System Availability, even if the SLDC/ DISCOMs do not actually schedule power during such hours.

9. Demonstration of Capacity prior to Supply Start Date

9.1 Prior to the Supply Start Date, the BESSD shall submit an **Available Energy Test Report** for the Contracted Capacity, as per IEC 62933-2-1, based on a test carried out not earlier than 30 days prior to the proposed Supply Start Date. The test shall be witnessed/ assessed by personnel of an inspection body accredited as per ISO/IEC 17020 and may also be witnessed by representatives of the DISCOMs/ SLDC/ APTRANSCO.

9.2 The BESSD shall intimate the proposed Supply Start Date to the DISCOMs and the SLDC at least 15 days in advance, along with the test report, a copy of the final connectivity grant, COD declaration, CEIG approval and valid safety clearances for the Project, and such other documents as required under the BESPA.

9.3 Upon satisfactory review of the above documents and demonstration, the DISCOMs shall confirm the Supply Start Date, from which the Monthly Capacity Charges shall become payable.

10. Delay in Supply Start and Liquidated Damages

10.1 If the BESSD fails to make all or any part of the Contracted Capacity (the "Delayed Capacity") available for scheduling and dispatch on or before the Supply Start Date, other than by reason of a Force Majeure Event or a Procurer Event of Default, no Monthly Capacity Charges shall be payable in respect of such Delayed Capacity for the period of delay. In addition, the BESSD shall be liable for Liquidated Damages as follows, with days of delay counted from the later of the Supply Start Date and the Effective Date, and no Liquidated Damages shall accrue in respect of any period before the Effective Date:

a) for a delay of up to 60 (sixty) days:
LD = Performance Bank Guarantee x (Delayed Capacity / Contracted Capacity) x (days of delay / 60), recoverable by encashment of the Performance Bank Guarantee; and

b) for a delay beyond 60 (sixty) days:
   i the Performance Bank Guarantee attributable to the Delayed Capacity shall be encashed in full and;
   ii the BESSD shall, in addition, pay a penalty equal to 3 (three) months' Monthly Capacity Charges for the Delayed Capacity.

APPCC/ the DISCOMs may further, at their option, reduce the Contracted Capacity by the Delayed Capacity or terminate the BESPA in respect of such capacity, without prejudice to any other right or remedy available to them.

10.2 As an alternative to the above encashment of PBG, the BESSD may choose to pay the amount of liquidated damages directly to the DISCOMs within 5 business days of intimation, failing which the PBG shall be encashed. In lieu of encashment of the Performance Bank Guarantee under Clause 10.1, the BESSD may elect to pay the applicable Liquidated Damages directly to the DISCOMs within 5 (five) Business Days of receipt of notice from APPCC/DISCOMs, failing which the relevant portion of the Performance Bank Guarantee may be encashed.

10.3 In case the BESSD fails to make the Contracted Capacity (or any part thereof) available within 60 (sixty) days from the Supply Start Date, as part of liquidated damages the total PBG amount for the Project shall be encashed and the BESPA shall stand terminated for the capacity not made available. It is clarified that the liquidated damages are a genuine pre-estimate of loss, and the BESSD agrees that on invocation of the PBG, the DISCOMs/ APPCC shall be under no obligation to produce any estimate of loss.

10.3.1 Illustration: Contracted Capacity of 200 MW, of which 50 MW is delayed. For a delay of 10 days, LD = Performance Bank Guarantee x (50/200) x (10/60). For a delay beyond 60 days, LD = Performance Bank Guarantee x (50/200) x (60/60) plus 3 x Monthly Capacity Charge (INR/MW/month) x 50 MW.

10.4 DISCOMs may, in addition, claim penalties and consequential damages available under law.

10.5 Delay on account of Force Majeure, as defined in the BESPA, or on account of reasons solely attributable to the STU/ SLDC/ RLDC/ DISCOMs, shall not be counted towards the delay under this clause.

SECTION 3. STANDARD CONDITIONS OF CONTRACT

11. Obtaining RfS Documents

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

12. Cost of Documents

12.1 Prospective Bidders are required to submit their proposals in response to this RfS along with the 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 the entire financial amounts as per the Bid Information Sheet. Payments against the Cost of RfS Document shall be made only through NEFT/ RTGS (electronic transfer), and the Bidder shall submit the transaction receipt as part of the online bid submission.

12.2 The bank details of APCPDCL are as under: Name of Bank: State Bank of India, Bank Account No. 39024857551, IFSC Code: SBIN0016576, GST No.: 37AATCA0874A1ZO, PAN: AATCA0874A.

12.3 Bids submitted without the cost of the RfS document and/or EMD (including partial submission of any of the respective amounts/ instruments) shall be liable for rejection by APPCC.

13. Project Scope & Technology

13.1 Under this RfS, the BESSD shall have already set up the Project, including the transmission network up to the Interconnection/ Delivery Point, at its own cost. All approvals, permits and clearances required for setting up and operating the Project and/or the transmission network up to the Delivery Point (along with connectivity), including those required from the State Government, CTU and local bodies, shall have already been obtained by the BESSD. The selection of Projects shall be technology agnostic within battery energy storage technologies.

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

14.1 The BESSD shall have obtained all statutory approvals, permits, licenses, consents and clearances, as applicable, required under the applicable laws for setting up, commissioning and operation of the Project, including but not limited to: NOC/ Environmental clearance (if applicable); approval(s) of CEIG; Fire Safety clearance; and any other clearance legally required to operate the Project. These shall be kept valid throughout the Term.

14.2 The BESSD shall submit an undertaking to this effect prior to signing the BESPA, and APPCC/ DISCOMs may seek documentary evidence in support thereof at any stage. Any consequences arising from non-availability of any clearance shall be the responsibility of the BESSD.

15. Earnest Money Deposit (EMD)

15.1 Earnest Money Deposit (EMD) of INR 3,00,000/MW (Rupees Three Lakh only per MW) corresponding to the quoted capacity, in the form of a Bank Guarantee or an

Insurance Surety Bond according to Format 7.2A or Format 7.2A(II), and valid for 120 (one hundred and twenty) days from the last date of bid submission, with a claim period of 30 (thirty) days beyond the expiry of its validity, shall be submitted by the Bidder along with its bid, failing which the bid shall be summarily rejected. The EMD has to be issued in the name of the Bidding Company. 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 the EMD shall also be extended correspondingly.

15.2 **Insurance Surety Bond:** As an alternative to submission of EMD as above, the Bidder also has an option to submit an Insurance Surety Bond issued by an Insurance Company registered in India and approved by the Insurance Regulatory and Development Authority of India (IRDAI), as per Format 7.2A(II), within the timelines and for the amount and validity period as above.

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

15.4 The Bidder shall furnish the Bank Guarantee towards EMD from any of the Scheduled Commercial Banks as listed on the website of the Reserve Bank of India (RBI), as on the date of issuance of the bank guarantee. Bank Guarantee issued by a 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).

15.5 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, if the Bidder has submitted the EMD with validity as per the original or any revised bid submission date, and the deadline for submission of bids has been extended further, the EMD shall be acceptable provided it 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 actual date of bid submission, if required.

15.6 APPCC has agreed to accept the EMD in the form of an unconditional and irrevocable Bank Guarantee instead of a 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 a cash deposit lying with APPCC.

15.7 Forfeiture of EMD: The EMD shall be forfeited and appropriated by APPCC as mutually agreed genuine pre-estimated compensation and damages payable to APPCC for, inter alia, the time, cost and effort of APPCC in preparing the RfS and conducting the bid process, without prejudice to any other right or remedy available to APPCC, in the following cases:

(a) If the Bidder withdraws or varies the bid after the due date and time of bid submission and during the validity of the bid;

(b) In case the DISCOMs offer to execute the BESPA with the Selected Bidder, and the Selected Bidder does not submit the requisite documents as per Clause 17 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 its response to the RfS are misleading or misrepresented

in any way, or that the capacity offered is not untied as required under Clause 4.8;

(d) If the Bidder fails to furnish the required PBG in accordance with Clause 16 of the RfS.

16. Performance Bank Guarantee (PBG)

16.1 Bidders selected by APPCC based on this RfS shall submit a Performance Bank Guarantee (PBG) for a value of INR 10,00,000/MW (Rupees Ten Lakh per MW) corresponding to the Contracted Capacity, within 7 (seven) days of issuance of the LoA, according to Format 7.2B or Format 7.2B(II), with a validity period up to and including the date as on 3 (three) months after the expiry of the Term. The PBG shall secure the commencement of supply of the Contracted Capacity from the Supply Start Date, the liquidated damages payable under Clause 10 of the RfS, and the performance of the obligations of the BESSD during the Term. Upon receipt and successful verification of the total PBG in the acceptable format, the BG submitted towards EMD shall be returned by APPCC to the Successful Bidder. The BESPA will be signed only upon successful verification of the PBG.

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

16.2 The PBG is required to be submitted in the name of the entity signing the BESPA, i.e. the Project Company owning the Project. Where the BESPA is to be signed by the Project Company, the PBG may be submitted in the name of the Successful Bidder within the above deadline and replaced by the PBG issued in the name of the Project Company prior to signing of the BESPA.

16.3 The BESSD shall furnish the PBG from any of the Scheduled Commercial Banks as listed on the website of the RBI as on the date of issuance of the bank guarantee. The formats of the Bank Guarantees prescribed in Format 7.2A towards EMD and Format 7.2B 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.

16.4 APPCC has agreed to accept the PBG in the form of an unconditional and irrevocable Bank Guarantee instead of a 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 a cash deposit lying with APPCC.

16.5 The Successful Bidder is required to sign the BESPA with the DISCOMs within the timeline stipulated in Clause 17 of the RfS. In case the DISCOMs offer to execute the BESPA with the Selected Bidder and the Selected Bidder does not submit the requisite documents, or does not meet the eligibility criteria upon submission of documents, or does not execute the BESPA within the stipulated time period, 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 award shall stand cancelled, and the Selected Bidder expressly waives its rights and objections, if any, in that respect.

16.6 The Bank Guarantees (including the BG against EMD) have to be executed on non-judicial stamp paper of appropriate value as per the Stamp Act relevant to the place

of execution. All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/ BESSDs. Any Bank Guarantee 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 COV] is to be used by the issuing bank.

16.7 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 the e-Reverse Auction. The Bank Guarantee against EMD of the Successful Bidder shall be released subsequent to submission of the PBG. The PBG shall be returned to the BESSD within 45 days of expiry of the Term, after taking into account any liquidated damages and dues under the RfS and BESPA.

17. Battery Energy Storage Purchase Agreement (BESPA)

17.1 The DISCOMs will enter into a Battery Energy Storage Purchase Agreement (BESPA) with each Bidder selected based on this RfS. A copy of the standard BESPA to be executed between the DISCOMs and the BESSD will be available on the ISN-ETS bidding portal.

17.2 Successful Bidders shall submit the required documents along with acceptance to the LOA to APPCC within 7 (seven) days from the issuance of the LoA. The BESPA shall be signed within 60 (Sixty) days from the date of issuance of the LoA, unless extended by APPCC. In case of delay in submission of documents, APPCC shall not be liable for delay in verification of documents and subsequent delay in signing of the BESPA.

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

17.4 The BESPA shall be valid for the Term as per Clause 6 of the RfS.

17.5 The PBG as per Clause 16 shall be submitted by the BESSD prior to signing of the BESPA. Before signing the BESPA, APPCC will verify the documents submitted by the Bidder, including ownership and shareholding of the Project Company, COD and connectivity documents of the Project. If at this stage it is found that the documents furnished are false/ misleading or misrepresented in any way, the provisions of this RfS shall apply.

17.6 The BESSD will be free to replenish the battery capacity from time to time during the Term at its cost and expense to meet the performance criteria. However, the 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 BESPA.

17.7 The Monthly Capacity Charges shall be payable at the tariff discovered through the e-Reverse Auction, which shall remain fixed for the entire Term. Monthly Capacity Charges for any part month shall be payable on a pro-rata basis.

18. Ownership of the Project and Change in Shareholding

18.1 The BESPA shall be executed by the Project Company which owns the Project. Where the Bidding Company is not itself the owner of the Project, the Bidding Company shall hold, directly, not less than 51% of the paid-up share capital and voting rights in the Project Company as on the bid submission deadline and shall submit documentary evidence of the same.

18.2 No change in the ownership of the Project or in controlling shareholding of the Project Company shall be permitted from the bid submission deadline until the expiry of the Term, without the prior written consent of the DISCOMs, which shall not be unreasonably withheld. However, in case the Project Company or its Parent is a listed company, this condition shall not be applicable to changes in shareholding of the listed company.

18.3 In the event the BESSD is in default to its lender(s), the lenders shall be entitled to undertake substitution of the BESSD in concurrence with the DISCOMs, as per the provisions of the BESPA.

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

19.1 A Bidder, including its Parent Company, Affiliate, Ultimate Parent or any Group Company, shall submit a single response to the RfS. Detailed instructions to be followed by the Bidders for online submission of response to the RfS are stated at Annexure B. Submission of bid proposals shall be in the manner described below:

(a) Covering Letter as per Format 7.1.

(b) Bank Guarantee or Insurance Surety Bond against Earnest Money Deposit (EMD) as per Format 7.2A or Format 7.2A(II).

(c) Board Resolutions as per Format 7.3, duly certified by the Company Secretary or a Director of the Bidder, in favour of the person signing the response to the RfS and, in the event of selection, the BESPA with the DISCOMs.

(d) Undertaking regarding no willful default and no major litigation pending as per Format 7.4.

(e) A disclosure statement as per Format 7.5/ Format 7.5A regarding participation of any related companies in the bidding process.

(f) Details of the commissioned Project(s) offered as per Format 7.6 (to be filled out separately for each Project).

(g) Undertaking regarding untied capacity and ownership of the Project as per Format 7.7.

(h) Attachments:

(i) Memorandum of Association and Articles of Association of the Bidding Company and the Project Company, highlighting the objects relating to Power/ Energy/ Energy Storage.

(ii) Certificate of Incorporation of the Bidding Company and the Project Company.

(iii) A certificate of shareholding of the Bidding Company and the Project Company, duly certified by a practicing Chartered Accountant/ Company

Secretary as on a date within 30 days prior to the last date of bid submission.

(iv) Trial Run Certificate and COD declaration of the Project for the entire capacity offered, issued by the competent authority as per the Grid Code.

(v) Copy of the final grant of connectivity, with Start Date of Connectivity on or before the bid submission deadline and copy of GNA/ access arrangements (for ISTS-connected Projects).

(vi) Copy of CEIG approval/ energisation certificate for the Project.

(vii) Latest Available Energy Test Report of the Project, if available, or a declaration of the rated power and energy of the Project at the Delivery Point.

(viii) Scanned copy of Annexure B (Special Instructions to Bidders), duly signed and stamped by the Authorized Signatory.

(ix) Covering letter of the Financial Bid as per Format 7.8.

20. Important Notes and Instructions to Bidders

20.1 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 from referring to any other document for providing any information required in the prescribed format.

20.2 The Bidders shall be shortlisted based on the declarations made by them in the relevant schedules of the RfS. The documents submitted online will be verified before signing of the BESPA in terms of Clause 17 of the RfS.

20.3 If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to the RfS, in any manner whatsoever, APPCC reserves the right to reject such response to the RfS and/or cancel the Letter of Award, if issued, and the Bank Guarantee provided up to that stage shall be encashed. The Bidder shall be solely responsible for disqualification based on its declarations in the submission of the response to the RfS. If such event is discovered after the Effective Date of the BESPA, the consequences specified in the BESPA shall apply.

20.4 The 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 16 of the RfS.

20.5 All documents of the response to the RfS (including the RfS and subsequent Amendments/ Clarifications/ Addenda, and the BESPA) submitted online must be digitally signed by the person authorized by the Board as per Format 7.3. The documents submitted online but not required to be submitted offline 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 and produce the same to APPCC whenever called for during the tenure of the BESPA.

20.6 No change or supplemental information to a response to the RfS will be accepted after the scheduled date and time of submission of the response. However, APPCC

reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to the RfS.

20.7 All the information shall be submitted in the English language only. Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.

20.8 Responses to the RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, or which are not submitted in the specified formats, will be liable for rejection by APPCC. Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.

20.9 Non-submission and/or submission of incomplete data/ information required under the provisions of the 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.

20.10 The Andhra Pradesh Electricity Regulatory Commission (APERC) shall be the Appropriate Commission to exercise the regulatory and adjudicatory jurisdiction in regard to matters between the BESSD and the DISCOMs. Subject to the above, only the Courts at Vijayawada/ Amaravati, Andhra Pradesh, shall have exclusive jurisdiction in all matters pertaining to this RfS.

20.11 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.

21. Non-Responsive Bid

21.1 The electronic response to the RfS submitted by the Bidder, along with the documents submitted offline, shall be scrutinized to establish the "Responsiveness of the Bid". Any of the following conditions shall cause the Bid to be "Non-responsive":

(a) Non-submission of the requisite Cost of Tender as mentioned in the Bid Information Sheet;

(b) Response to the RfS not received by the due date and time of bid submission;

(c) Any indication of tariff in any part of the response to the RfS, other than in the Financial Bid;

(d) Data filled in the Electronic Form of the Financial Bid (Second Envelope) not in line with the instructions mentioned in the same electronic form;

(e) Except for the scenario as per the Note under Clause 5, in case it is found that the Bidding Company, including its Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies, has submitted more than one response to this RfS, then all such bids shall be treated as non-responsive and rejected;

(f) Non-submission or partial submission of the EMD in acceptable form along with the response to the RfS;

(g) Capacity offered from a Project whose COD has not been declared for the offered capacity on or before the bid submission deadline.

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

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

22.1 Submission of Offline Bid

a) The sealed envelopes described below shall clearly indicate the name, address and contact details of the Bidder and shall be submitted in accordance with the procedure below. If the envelopes are not sealed, marked and submitted as instructed, APPCC assumes no responsibility for misplacement or premature opening of the contents of the Techno-Commercial Bid, or for any consequent losses suffered by the Bidder.

b) The Techno-Commercial Bid shall be either hand delivered or sent by registered post (acknowledgement due) or courier to the address specified in the Bid Information Sheet within 2 (two) working days of the Bid Due Date. Any document submitted by fax, email or by any means other than those specified herein shall not be entertained or considered for evaluation.

c) If the documents mentioned below are submitted to any address other than the address specified in the Bid Information Sheet, such documents shall not be considered for evaluation.

d) In the event of any discrepancy between the documents submitted offline in hard copy and the documents submitted on the ETS Portal, APPCC reserves the right to reject the Bid.

e) Each Bidder shall, as part of the Techno-Commercial Bid, submit original versions of the following documents to APPCC:

i. Cost of Tender payment proof;
ii. Earnest Money Deposit (EMD) in the form of Demand Draft, Bank Guarantee or Insurance Surety Bond;
iii. Board Resolution as per Format 7.3;
iv. Undertaking as per Format 7.4; and
v. Disclosure as per Format 7.5 or Format 7.5A, as applicable.

f) The documents specified above shall be placed in duly sealed envelopes superscribed as follows:

i. A separate envelope marked "Cost of Tender";
ii. A separate envelope marked "Earnest Money Deposit (EMD)"; and
iii. A separate envelope marked "Techno-Commercial Bid", enclosing the documents specified at Clause 22(e)(iii) to (v).

g) The above envelopes shall be placed inside a main envelope marked: "Techno-Commercial Bid for Procurement of 1,000 MW / 4,000 MWh Energy Storage Capacity from Fully Commissioned Standalone Battery Energy Storage Systems (BESS) Projects through Competitive Bidding for a period of 2 years (extendable by up to two years)" and addressed as per the address for submission specified in the Bid Information Sheet.

h) APPCC shall not be responsible for any delay, loss or non-receipt of the Techno-Commercial Bid. If the Bidder fails to submit any of the documents specified under this Clause, the Bid shall be liable for rejection.

22.2 Documents to be Submitted Online: Detailed instructions to be followed by the Bidders for online submission are stated at Annexure B. If the Bidder has submitted its bid online and fails to submit the EMD instrument offline within 2 working days from the last date of bid submission, the bid shall be treated as incomplete, the Cost of Tender shall be forfeited, the EMD shall be returned, and the bid shall stand cancelled. All documents submitted online must be digitally signed and uploaded on the ETS bidding portal, and shall contain the following:

(a) **Technical Bid (First Envelope)**: scanned copies of Format 7.1, Format 7.2A/ 7.2A(I)/ 7.2A(II), Format 7.3, Format 7.4, Format 7.5/ 7.5A, Format 7.6 and Format 7.7, all attachments as per Clause 19, all supporting documents regarding meeting the eligibility criteria, and NEFT/ RTGS details towards the Cost of Tender, each duly signed and stamped on each page by the Authorized Signatory. The Bidder shall also fill the Electronic Form provided on the ETS portal as part of the Technical Bid.

(b) **Financial Bid (Second Envelope)**: scanned copy of the covering letter as per Format 7.8. Only a single Monthly Capacity Charge (INR/MW/month) for the entire capacity offered shall be filled online in the Electronic Form provided on the ETS portal. The instructions in the Financial Bid Electronic Form have to be strictly followed without any deviation, else the bid shall be considered non-responsive.

22.3 **Important Note: The Bidders shall not deviate from the naming and numbering formats of the envelopes mentioned above. In case the Bidder submits the online documents within the deadline but fails to submit the offline documents within the deadline, the online bid shall not be opened and shall be archived on the ETS portal. Similarly, bids submitted offline without online submission shall not be opened and the EMD shall be returned. In such cases, the Cost of Tender shall not be refunded.**

22.4 The tariff to be quoted in the Financial Bid shall be exclusive of GST (for providing storage as a service). GST levied on the storage service provided by the Project, if any, shall be passed through to the DISCOMs.

23. Validity of the Response to RfS

23.1 The Bidder shall submit the response to the RfS, which shall remain valid up to the date as on **120 (one hundred and twenty) days** from the last date of submission of the response to the RfS ("Bid Validity"). APPCC reserves the right to reject any response which does not meet this validity requirement. Subsequent to issuance of the LoA, the discovered tariff shall be deemed to be valid until the signing of the BESPA.

24. Bid Preparation Cost

24.1 The Bidder shall be responsible for all costs associated with the preparation of the response to the 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.

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

25.1 Schedule of the Bid Process

S. No.	Event Description	Date and Time
1	Date and time of start of e-Tender stage	29/09/2026 and 19:00 Hours
2	Last date and time for receiving queries on the Tender Document	05/10/2026 and 17:00 Hours
3	Pre-bid meeting	05/10/2026 and 11:00 Hours
4	APPCC response to queries latest by	07/10/2026 and 17:00 Hours
5	Last date and time of submission of Techno-Commercial Bid and Price Bid (Bid Due Date)	14/10/2026 and 17:00 Hours
6	Opening of Techno-Commercial Bid	15/10/2026 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

25.2 Clarifications/ doubts, if any, on the RfS document may be emailed and/or submitted through the ETS bidding portal within 5 (five) days from the date of issue of the RfS. The format for submission of clarifications is available on the portal.

25.3 APPCC will make efforts 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 queries and APPCC's responses will be uploaded on the ETS bidding portal. If necessary, amendments, clarifications and elaborations shall be issued by APPCC, which will be notified on the ETS bidding portal. No separate reply/ intimation will be given elsewhere. In the event of issuance of any amendment to the RfS documents, the Bidders shall be provided a period of at least 5 (five) days therefrom for submission of bids.

25.4 A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet. Enquiries/ clarifications may also be sought by the Bidder by contacting APPCC's officials as per the details contained in the Bid Information Sheet.

26. Right of APPCC to Reject a Bid

26.1 APPCC reserves the right to reject any or all of the responses to the RfS, or cancel the RfS, or annul the bidding process at any stage without assigning any reasons whatsoever and without thereby any liability. In the event of the tender being cancelled prior to opening of bids, the Cost of Tender (excluding GST) and the EMD submitted by the Bidders shall be returned without interest.

27. Post Award Compliances

27.1 Timely completion of all the milestones, i.e. submission of PBG, signing of BESPA, demonstration of capacity and commencement of supply, will be the sole responsibility of the BESSD. APPCC shall not be liable for issuing any intimations/ reminders to BESSDs for timely completion of milestones and/or submission of compliance documents.

SECTION 4. QUALIFICATION REQUIREMENTS FOR BIDDERS

Shortlisting of Bidders will be based on the following criteria:

28. General Eligibility Criteria

28.1 The Bidder shall be a Company incorporated in India under the Companies Act, 2013 (or any law in India prior thereto relating to companies), which either (a) owns the Project(s) offered, or (b) directly holds not less than 51% of the paid-up share capital and voting rights in the Project Company owning the Project(s) offered. Foreign companies may participate only through such an Indian company, in compliance with all laws and provisions related to Foreign Direct Investment in India.

28.2 Proprietorships, Partnerships, Trusts, NGOs, Joint Ventures, Consortia and Limited Liability Partnerships (LLPs) are not eligible for participation.

28.3 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 referred above).

(b) Any Bidder (including an Indian Bidder) which has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to participate in this RfS only if the Bidder is registered with the Competent Authority under the referred OM.

(c) "Bidder" in this reference means any person or firm or company, every artificial juridical person, including any agency, branch or office controlled by such person, participating in this tender.

(d) "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 such an entity; 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.

(e) "Beneficial owner" for the above purpose will be as defined in the referred OM, including subsequent amendments and clarifications thereto. In support of the above, the Bidder shall submit the necessary undertaking as per Format 7.5/ 7.5A 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.

28.4 As on the bid submission deadline, the Bidder, the Project Company or any of their Affiliates should not be a willful defaulter to any lender. Further, the Bidder, the Project Company and any of their Affiliates and their directors should not have been barred or included in the blacklist by APPCC or any of the Andhra Pradesh Power Utilities, or by any government agency or authority in India, or any international financial institution such as the World Bank Group, Asian Development Bank, etc.,

or the United Nations or any of its agencies. The Bidder shall submit an undertaking to this effect as per Format 7.4 of the RfS.

29. Technical Eligibility Criteria

29.1 The Project(s) offered shall meet all of the following criteria as on the bid submission deadline:

(a) The Project shall be a Battery Energy Storage System capable of being charged from and discharged into the grid, operated on a standalone basis with independent metering at the Delivery Point.

(b) The Commercial Operation Date (COD) of the Project for the entire capacity offered shall have been declared in accordance with the Grid Code and applicable regulations, as evidenced by the Trial Run Certificate and COD declaration issued by the competent authority.

(c) The Project shall have final grant of connectivity with Start Date of Connectivity on or before the bid submission deadline, as per Clause 7.

(d) The Project shall have a rated energy capacity at the Delivery Point of not less than 4 (four) times the capacity offered in MW, and shall be capable of meeting the performance criteria as detailed in Clause 8 of the RfS.

(e) The capacity offered shall be untied, as per Clause 4.8 of the RfS.

(f) The Project shall have valid CEIG approval and all statutory clearances required for its operation.

29.2 The Bidder shall furnish the details of each Project as per Format 7.6, along with supporting documents as per Clause 19 of the RfS.

29.3 No financial eligibility criteria (Net Worth/ Turnover) are prescribed under this RfS, considering that the Projects are already commissioned and the obligations of the BESSD are secured through the EMD and PBG.

SECTION 5. BID EVALUATION AND SELECTION OF BIDDERS

30. Bid Evaluation

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

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

31.1 The first envelope (Technical Bid submitted online) of only those Bidders will be opened by APPCC whose required offline documents as mentioned in Clause 22 of the RfS are received by APPCC. Bid opening (online) will be done only after the deadline for submission of the EMD instruments.

31.2 Subject to Clause 21 of the RfS, APPCC will examine all the documents submitted by the Bidders and ascertain meeting of the eligibility conditions prescribed in the RfS. During the examination of the bids, APPCC may seek clarifications/ additional documents from the Bidders, if required. Bidders shall be required to respond to any clarifications/ additional documents sought by APPCC within 2 (two) working days from the date of such intimation. 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 is functional. No reminders shall be sent, and APPCC shall not be responsible for rejection of any bid on account of the above.

32. Financial Bid Evaluation (Step 2)

32.1 In this step, the Techno-Commercially Qualified Bids shall be evaluated based on the Monthly Capacity Charge, or the "First Round Tariff", quoted by the Bidders in the electronic form of the ETS bidding portal under the Financial Bid. The "tariff" in this Section shall refer to the Monthly Capacity Charge (in INR/MW/month) quoted by the Bidders. The Second Envelope of only those Bidders shall be opened whose technical bids are found to be qualified.

32.2 The Bidder shall quote a single tariff in Indian Rupees per MW per month in whole numbers only (no decimal places allowed) for the entire capacity offered. If it is quoted with any decimal places, the digits in the decimal places shall be ignored. No ceiling tariff is applicable under this RfS.

32.3 On completion of the Techno-Commercial bid evaluation, if it is found that only one or two Bidder(s) is/are eligible for the next stage, opening of the Financial Bid(s) will be at the discretion of APPCC, and APPCC will thereafter take appropriate action as deemed fit.

32.4 If the First Round Tariff quoted is the same for two or more Bidders, all such Bidders shall be considered of equal rank. The Bidders shall be ranked in ascending order of the First Round Tariff, as illustrated below:

Bidder	Capacity quoted (MW)	First Round Tariff (INR/MW/month)	Rank
B1	200	2,20,000	L1
B2	100	2,25,000	L2
B3	300	2,35,000	L3
B4	150	2,35,000	L3

Bidder	Capacity quoted (MW)	First Round Tariff (INR/MW/month)	Rank
B5	250	2,45,000	L4
B6	400	2,46,000	L5
B7	500	2,47,000	L6
B8	100	2,50,000	L7

33. e-Reverse Auction (Step 3)

33.1 The e-Reverse Auction for the total tendered capacity shall be conducted on the portal https://www.bharat-electronictender.com on the day intimated by APPCC to the eligible Bidders. The rules of the auction are brought out below and are also contained in Annexure B of the RfS.

33.2 The Bidders eligible for the e-Reverse Auction shall be shortlisted as follows, where Q is the total capacity quoted by all Techno-Commercially Qualified Bidders and 1,000 MW is the tendered capacity:

Case	Condition	Bidders shortlisted for e-RA
Case I	Q <= 1,000 MW	All Techno-Commercially Qualified Bidders whose Financial Bids are in line with the RfS provisions. APPCC may, at its discretion, proceed with the e-RA or annul the bidding process.
Case II	1,000 MW <= Q	All Techno-Commercially Qualified Bidders shall be shortlisted for e-RA, except that APPCC may eliminate the Bidder(s) quoting the highest First Round Tariff(s), provided that: (a) the cumulative capacity of the remaining shortlisted Bidders is not less than the tendered capacity of 1,000 MW; and (b) the number of remaining shortlisted Bidders is not less than 3 (three). Where two or more Bidders quote the same First Round Tariff as the last Bidder proposed to be eliminated, all such Bidders shall either be retained or eliminated together. Bidders shall be shortlisted in ascending order of First Round

33.3 At least one (1) day prior to the e-Reverse Auction, an advance intimation of the date and time of the e-Reverse Auction shall be sent by email to all Bidders whose Techno-Commercial Bids have been opened and found qualified. Such advance intimation shall not be construed as confirmation of shortlisting for participation in the e-Reverse Auction. At least two (2) hours prior to the scheduled commencement of the e-Reverse Auction, a system-generated email invitation shall be sent to all Bidders shortlisted. APPCC shall also issue an email to each shortlisted Bidder specifying the scheduled start time of the e-Reverse Auction and the capacity for which such Bidder has been shortlisted

33.4 Shortlisted Bidders will be able to log in to the e-RA 15 minutes before its start time, during which the respective First Round Tariff of the Bidder shall be displayed in its window.

(a) The minimum decrement value for the tariff shall be **INR 1,000 per MW/month**. The Bidder can quote a revised tariff which is at least INR 1,000/MW/month less than its current tariff.

(b) Bidders can only quote a value lower than their previous quoted tariff, and at no stage shall an increase in tariff be permissible.

(c) During the e-RA, the Bidder shall not have the option of changing the capacity quoted by it.

(d) In the Bidder's bidding window, the following information can be viewed: (i) its tariff as the initial start price and thereafter its last quoted tariff, along with its capacity; and (ii) the list of all the Bidders with their pseudo identity, last quoted tariff and capacity.

(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, if any Bidder quotes a tariff that changes the ranking of the Bidders within the tendered capacity in the last 10 minutes of the auction period or extended auction period. If no such bid is received during the last 10 minutes, the e-RA will close.

34. Selection of Successful Bidders

34.1 After conclusion of the e-RA, the Bidders shall be ranked in ascending order of their last quoted tariff. Capacity shall be allocated on bucket-filling basis in blocks of 50 MW, starting with the L1 Bidder, until the cumulative allocated capacity reaches 1,000 MW. Any capacity above 50 MW shall be allocated and settled block-wise in multiples of 50 MW. Each Successful Bidder shall be awarded capacity at its own last quoted tariff in the e-RA.

34.2 In case the capacity quoted by the last Bidder in the bucket-filling order exceeds the balance capacity, the balance capacity shall be offered to that Bidder, provided such balance capacity is not less than the minimum capacity specified in Clause 5 and can be separately scheduled and metered. The Bidder may accept or decline such part allocation within 3 working days without forfeiture of its EMD. In case it declines, the balance capacity may be offered to the next Bidder(s) in order of ranking, at their own quoted tariff.

34.3 In case of a tie among two or more Bidders (i.e. same last quoted tariff at the end of the e-RA), they will be considered in the chronological order of their last bid, with preference to the Bidder who quoted its last bid earlier than the others. If the time of quote is also the same, then the Bidder with the lower First Round Tariff shall be ranked higher, and if there is still a tie, the ranking shall be decided by draw of lots.

35. Issuance of LoAs

(a) At the end of the selection process, a Letter of Award (LoA) will be issued by APPCC to each Successful Bidder, indicating the Contracted Capacity and tariff. The LOA will be issued within 15 (fifteen) days of the end of the selection process.

(b) In case APPCC/ DISCOMs do not find it viable to procure the storage capacity at the tariff(s) discovered after the bidding process, APPCC reserves the right to annul the bid process, in full or in part, without any financial implications to any of the parties concerned.

(c) The Successful Bidder shall, within seven (7) days of issuance of the LOA, submit acceptance of the LOA in writing to APPCC.

(d) In all cases, APPCC's decision regarding selection of Bidders through the e-Reverse Auction or otherwise based on tariff, or annulment of the tender process, shall be final and binding on all participating Bidders.

(e) The BESPA shall be signed within the timeline as per Clause 17, failing which the award shall stand cancelled and the provisions of Clause 16 shall apply.

SECTION 6. DEFINITIONS OF TERMS

36. Following terms used in the documents will carry the meaning and interpretations as described below:

36.1 "**ACT**" or "**ELECTRICITY ACT, 2003**" shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time.

36.2 "**ACCOUNTING YEAR**" shall mean the financial year commencing on the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year.

36.3 "**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 owning 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.

36.4 **"APDISCOMs"** shall mean the distribution licensees of the State of Andhra Pradesh, being Andhra Pradesh Central Power Distribution Corporation Limited (APCPDCL), Andhra Pradesh Eastern Power Distribution Company Limited (APEPDCL) and Andhra Pradesh Southern Power Distribution Company Limited (APSPDCL), and their respective successors.

36.5 "**APERC"** shall mean the Andhra Pradesh Electricity Regulatory Commission, constituted under the Electricity Act, 2003.

36.6 "**APPCC**" shall mean the Andhra Pradesh Power Coordination Committee, acting for and on behalf of the APDISCOMs for the purposes of this Tender.

36.7 "**APSLDC**" shall mean the State Load Despatch Centre of Andhra Pradesh, established under Section 31 of the Electricity Act, 2003.

36.8 "**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.

36.9 "**AVAILABILITY**" or "**SYSTEM AVAILABILITY**" shall mean as defined in Clause 8 of the RfS.

36.10 "**BATTERY ENERGY STORAGE SYSTEM**" 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, operated on a standalone basis.

36.11 "**BATTERY ENERGY STORAGE SYSTEM DEVELOPER**" or "**BESSD**" or "**DEVELOPER**" shall mean the entity owning and operating the commissioned BESS for providing storage capacity under the BESPA, and shall refer to the Bidding Company selected and allocated capacity by APPCC through the competitive bidding process, or its Project Company owning the Project and signing the BESPA with the DISCOMs.

36.12 "**BATTERY ENERGY STORAGE PURCHASE AGREEMENT**" or "**BESPA**" shall mean the agreement signed between the BESSD and the DISCOMs for procurement of

storage capacity from the BESS, as per the terms and conditions of the standard BESPA issued with this RfS.

36.13 "**BID**" or "**PROPOSAL**" shall mean the documents submitted by the Bidder towards meeting the techno-commercial qualifying requirements, along with the price bid submitted by the Bidder as part of its response to the RfS issued by APPCC.

36.14 "**BIDDER**" or "**BIDDING COMPANY**" shall mean the Company submitting the Bid, including its successors, executors and permitted assigns, as the context may require.

36.15 "**BID CAPACITY**" shall mean the aggregate capacity of the commissioned BESS Project(s) offered by the Bidder.

36.16 "**BID SECURITY**" shall mean the Earnest Money Deposit submitted by the Bidder in accordance with this Tender.

36.17 "**BUYING ENTITY**" or "**STATE DISCOMs**" or "**DISCOMs**" shall mean the Andhra Pradesh State Government undertaking electricity distribution companies, viz. Eastern Power Distribution Company of Andhra Pradesh Limited (APEPDCL), Southern Power Distribution Company of Andhra Pradesh Limited (APSPDCL) and Andhra Pradesh Central Power Distribution Corporation Limited (APCPDCL), and their successors.

36.18 "**CHARTERED ACCOUNTANT**" shall mean a person practicing in India or a firm whereof all the partners are practicing in India as Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.

36.19 "**COMMERCIAL OPERATION DATE (COD)**" shall mean, in respect of any Battery Energy Storage System, the date on which such Battery Energy Storage System has been declared commercially operational in accordance with the applicable Grid Code and relevant regulations, as evidenced by the Trial Run Certificate, COD declaration or equivalent certificate issued by the competent authority. For the avoidance of doubt, COD shall be distinct from the Supply Start Date under the BESPA.

36.20 "**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.

36.21 "**CONTRACTED CAPACITY**" shall mean the capacity in MW/ MWh ("X" MW x 4 hrs) contracted with the DISCOMs for providing the energy storage facility for charging and discharging the system on "on demand" basis, based on which the BESPA is executed.

36.22 "**CONTRACT PERIOD**" or "**TERM OF AGREEMENT**" shall mean the period commencing from 1st January 2027 and continuing for 2 (two) years until the Expiry Date, extendable for an additional period of up to 2 (two) years in accordance with the BESPA.

36.23 "**CONTRACT YEAR**" shall mean each period of 12 (twelve) months beginning on 1st January and ending on 31st December during the Term, and the last Contract Year shall end on the Expiry Date.

36.24 "**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.

36.25 "**CONTROLLING SHAREHOLDING**" shall mean more than 50% of the voting rights and paid-up share capital in the Company.

36.26 "**CENTRAL TRANSMISSION UTILITY (CTU)**" shall mean the Central Transmission Utility as defined in sub-section (10) of section 2 of the Electricity Act, 2003.

36.27 "**DAY**" shall mean calendar day.

36.28 "**EFFECTIVE DATE**" shall mean the date of signing of the Battery Energy Storage Purchase Agreement (BESPA) between the Procurer and the BESSD.

36.29 "**EXPIRY DATE**" shall mean the date occurring at the end of the Contract Period, being 31.12.2028, unless extended in accordance with the BESPA, in which case it shall mean 31.12.2030 or such other date as may be applicable under the BESPA.

36.30 "**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.

36.31 "**GUIDELINES**" shall mean the "Guidelines for Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services" issued by the Ministry of Power vide Gazette Resolution dated 10.03.2022, including subsequent amendments and clarifications thereof, if any, issued until the last date of bid submission of this RfS.

36.32 "**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) Regulations, and their amendments from time to time.

36.33 "**GROUP COMPANY**" of a Company means (i) a Company which, directly or indirectly, holds 10% or more of the share capital of the Company; or (ii) a Company in which the Company, directly or indirectly, holds 10% or more of the share capital of such Company; or (iii) 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 (iv) 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 (v) a Company which is under common control with the Company, and control means ownership by one Company of at least 10% 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 institutions, scheduled banks, foreign institutional investors, Non-Banking Financial Companies, and any mutual funds, pension funds and sovereign funds shall not be deemed to be Group Company, and their 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.

36.34 "**MONTH**" shall mean calendar month, and a part of a Month shall be billed on a pro-rata basis.

36.35 "**INTER-CONNECTION POINT/ DELIVERY POINT/ METERING POINT**" shall mean the point as specified in Clause 7 of the RfS, where power from the Project is injected into and drawn from the grid, and where metering is done for energy accounting. For interconnection with the grid and metering, the BESSD shall comply with the relevant CERC/ APERC Regulations, the Grid Code and the CEA (Installation and Operation of Meters) Regulations, as amended from time to time.

36.36 "**InSTS**" shall mean the Intra-State Transmission System.

36.37 "**ISTS**" shall mean the Inter-State Transmission System.

36.38 "**LETTER OF AWARD**" or "**LoA**" shall mean the letter issued by APPCC to the Successful Bidder for award of the Contracted Capacity.

36.39 "**MONTHLY CAPACITY CHARGE**" or "**TARIFF**" shall mean charge payable by the DISCOMs to the BESSD for making available the Contracted Capacity at the Delivery Point, expressed in INR/MW/Month, as discovered through the bidding process and incorporated in the BESPA

36.40 "**PAID-UP SHARE CAPITAL**" shall mean the paid-up share capital as defined in Section 2 of the Companies Act, 2013.

36.41 "**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.

36.42 "**PERFORMANCE SECURITY**" shall mean the Performance Bank Guarantee, or Insurance Surety Bond furnished by the Successful Bidder in accordance with this Tender and the BESPA.

36.43 "**POWER ON DEMAND**" shall mean the requirement of the DISCOMs to charge and discharge the BESS based on their requirements during the day, subject to the provisions of the RfS and BESPA.

36.44 "**PROCURER**" shall mean the Andhra Pradesh Power Coordination Committee (APPCC), acting for and on behalf of the APDISCOMs, and upon assignment or novation in accordance with the BESPA, the relevant APDISCOMs.

36.45 "**PROJECT**" shall mean the commissioned Battery Energy Storage System owned and operated by the BESSD, from which the Contracted Capacity is made available to the DISCOMs, having a point of injection/ drawal into/ from the grid at the Delivery Point, and shall comprise the auxiliaries and associated facilities, bay(s), transmission line up to the Delivery Point and all other assets required for the efficient and economic operation of the BESS.

36.46 "**PROJECT COMPANY**" shall mean the Company which owns the Project and executes the BESPA with the DISCOMs.

36.47 "**ROUND-TRIP EFFICIENCY**" or "**RtE**" shall mean the ratio of the electrical energy delivered from the Battery Energy Storage System during discharge to the electrical energy supplied to the Battery Energy Storage System during charging, expressed as a percentage, as measured at the defined metering point(s). RtE (%) = (Discharged Energy ÷ Charged Energy) × 100

36.48 "**SELECTED BIDDER**" or "**SUCCESSFUL BIDDER**" shall mean the Bidder selected pursuant to this RfS to make available the storage capacity from its commissioned Project as per the terms of the BESPA.

36.49 "**SLDC**" shall mean the State Load Despatch Centre, Andhra Pradesh.

36.50 "**STATE TRANSMISSION UTILITY**" or "**STU**" shall mean the Transmission Corporation of Andhra Pradesh Limited (APTRANSCO), notified by the State Government under sub-section (1) of Section 39 of the Electricity Act, 2003.

36.51 "**STATUTORY AUDITOR**" shall mean the auditor appointed under the provisions of the Companies Act, 2013 or under the provisions of any other applicable governing law.

36.52 "**SUPPLY START DATE**" shall mean 01.01.2027, being the date from which the BESSD shall make the Contracted Capacity available to the DISCOMs, as per Clause 6 of the RfS.

36.53 "**TENDER DOCUMENT**" or "**TENDER**" or "**RfS**" Request for Selection, the Battery Energy Storage Purchase Agreement (BESPA), together with all annexures, appendices, amendments, addenda, corrigenda and clarifications issued thereto.

36.54 "**TERM**" shall mean the period of 2 (two) years from 01.01.2027 to 31.12.2028, as per Clause 6 of the RfS.

36.55 "**TOE**" shall mean Tender Opening Event.

36.56 "**ULTIMATE PARENT**" shall mean a Company which owns more than 50% voting rights and paid-up share capital, either directly or indirectly, in the Parent and Affiliates.

36.57 "**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)

Ref. No. _____ Date: _____

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

_____

_____

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 7.5 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 7.5A in this regard *[strike out whichever not applicable].*

We are submitting our response to the RfS for offering the following capacity from our fully commissioned BESS Project(s):

S. No.	Name and location of the Project (Village/ District/ State)	Project Company (owner)	Connectivity (InSTS/ ISTS), substation and voltage	Date of COD	Start Date of Connectivity	Capacity offered (MW/ MWh)
1						
2						
	Total capacity offered					

1. We give our unconditional acceptance to the RfS, dated _____ [Insert date in dd/mm/yyyy] and the 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 BESPA and shall be binding on us. We confirm that the Project(s) offered by us have been fully commissioned with COD declared on or before the bid submission deadline, and that we shall make the offered capacity available from the Scheduled Supply Start Date, i.e. 01.01.2027, as per Clause 6 of the RfS.

2. Earnest Money Deposit (EMD): (Please read Clause 15 carefully before filling)

We have enclosed EMD of INR _____ (Insert Amount), in the form of Bank Guarantee/ Insurance Surety Bond no. _____ dated _____ as per Format 7.2A or 7.2A(II) from _____ [Insert name of the issuing bank/ organisation] and valid up to _____ in terms of Clause 15 of this RfS. The total capacity offered by us is _____ MW/ _____ MWh.

3. We hereby declare that in the event we are selected and we are not able to submit the PBG of the requisite value within the due time as mentioned in Clause 16 of this RfS on issue of LoA by APPCC, and/or we are not able to sign the BESPA with the DISCOMs within the timeline stipulated in the RfS, APPCC shall have the right to encash the EMD submitted by us.

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 capacity 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 a Successful Bidder, the BESPA shall be executed by M/s _____ [insert name of the Project Company], which owns the Project(s) offered, and in which we hold _____% of the paid-up share capital and voting rights. [strike out if the Bidding Company itself owns the Project(s)]

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 120 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 23 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 the response to RfS, including the COD, connectivity, rated capacity and ownership of the Project(s), with the original documents at any stage from evaluation up to the expiry of the 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.

16. We hereby confirm that the capacity offered by us is untied as per Clause 4.8 of the RfS for the entire Term, i.e. from 01.01.2027 to 31.12.2028.

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 7.2A :

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 of …….MW/…….MWh, at ……[Insert name of the place] for offering Battery Energy Storage System on medium 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 15 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 15 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 15 of this RfS]. APPCC shall be entitled to invoke this Guarantee till _____ [insert date of validity in accordance with Clause 15 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 15 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 7.2A(II) :

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 (a Govt. of India Enterprise) (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 12 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 7.2B :

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 of …….MW/…….MWh, at ……[Insert name of the place], in response to the RfS dated…… issued by Andhra Pradesh Power Coordination Committee (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 executers, 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 7.2B

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 7.2B

Details of Indicative Challan form for obtaining e-BG from Banks is as under:

PAN / UIN*	AATCA0874A
Name	APCPDCL/APPCC
Email ID	cgm-pp.vja@aptransco.gov.in
Name of the Representative	The Chief General Manager, PP & Legal Vidyut Soudha, Gunadala, Eluru Rd, APPCC, Vijayawada, Andhra Pradesh 520004
Mobile Number	+91
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 7.2B(II) :

FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE BANK GUARANTEE

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

Insurance Surety Bond No. ……
Date: …….

To,
APPCC
Vidyut 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 up to .....(@)..... [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 up to _____(@)_____.
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 this .....day of .....20_.....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 3 (three) months beyond the expiry of the Term of the BESPA (to be extended in case of extension of the Term).

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 7.3 :

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, and in the event of selection, signing of the BESPA with the DISCOMs.**

2. **FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to offer the storage capacity of _____ MW/ _____ MWh from the commissioned BESS Project(s) owned by us/ by our Project Company M/s _____, and to cause the said Project Company to execute the BESPA with the DISCOMs and furnish the Performance Bank Guarantee, as per the provisions of the RfS.**

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 7.4 :

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, 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 7.5 :

FORMAT FOR DISCLOSURE

(To be submitted on the Letter Head of the Bidding Company)

DISCLOSURE

Ref.No. _____ Date: _____

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

_____

_____

Tel.#:

E-mail address#

To

The CGM, 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 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), 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 28.3 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,

Yours faithfully,

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

Format 7.5A :

FORMAT FOR DISCLOSURE

(To be submitted on the Letter Head of the Bidding Company)

(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) Tel. #:
Fax#:
E-mail address#

To
The CGM, 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). 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), 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 28.3 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 7.5/7.5A

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)

Ref. No. _____ Date: _____

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

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

Sub: Response to the RfS No …… dated ……..for 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 7.6 :

DETAILS OF COMMISSIONED BESS PROJECT OFFERED

(To be submitted on the Letter Head of the Bidding Company, separately for each Project offered)

Ref. No. _____ Date: _____

To

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

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

Dear Sir/ Madam,

We hereby furnish the details of the commissioned BESS Project offered by us under the above RfS:

S. No.	Particulars	Details
1	Name of the Project and Project Company (owner)	
2	Shareholding of the Bidding Company in the Project Company (%)	
3	Location of the Project (Village, Mandal/ Taluk, District, State) with coordinates	
4	Battery technology and chemistry; make of cells, PCS and EMS	
5	Installed capacity of the Project (MW/ MWh) at the Delivery Point	
6	Capacity offered under this RfS (MW/ MWh)	
7	Date of COD of the capacity offered (enclose Trial Run Certificate and COD declaration)	
8	Connectivity: InSTS/ ISTS; name of substation; voltage level; grant reference and Start Date of Connectivity (enclose copy)	
9	For ISTS-connected Projects: GNA/ access details for supply to and drawal from the AP periphery	
10	Arrangement for separate scheduling and metering of the offered capacity (if only part of the Project is offered)	
11	Guaranteed AC-to-AC Round-Trip Efficiency at the Delivery Point (%)	
12	Maximum recovery time between cycles (minutes)	
13	Latest Available Energy Test Report (date, agency) and demonstrated energy (MWh)	
14	CEIG approval reference and date	
15	Existing contracts/ PPAs/ ESPAs, if any, for the installed capacity not offered under this RfS (with term)	
16	Auxiliary power supply arrangement and metering	

We confirm that the above information is true and correct, and that the Project meets the Technical Eligibility Criteria as per Clause 29 of the RfS.

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 7.7 :

UNDERTAKING REGARDING UNTIED CAPACITY AND OWNERSHIP OF PROJECT

(To be submitted on the Letter Head of the Bidding Company, duly signed by the Authorized Signatory)

To

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

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

Dear Sir/ Madam,

We, M/s _____ [insert name of the Bidder], hereby undertake that:

(a) the capacity of _____ MW/ _____ MWh offered by us from the Project(s) detailed in Format 7.6 is not tied up, contracted, committed or encumbered under any power purchase agreement, energy storage purchase agreement, tolling agreement, trading arrangement or any other arrangement with any other entity, for any part of the period from 01.01.2027 to 31.12.2028;

(b) we shall not enter into any such arrangement for the offered capacity during the said period, except with the prior written consent of the DISCOMs;

(c) the Project(s) are owned by us/ by our Project Company M/s _____, in which we hold _____% of the paid-up share capital and voting rights, and there shall be no change in such ownership except as permitted under Clause 18 of the RfS;

(d) all statutory approvals, permits, licenses and clearances required for operation of the Project(s) have been obtained and are valid, and shall be kept valid throughout the Term; and

(e) in case any of the above is found to be incorrect at any stage, APPCC/ DISCOMs shall be entitled to encash the EMD/ PBG and take such other action as provided in the RfS and BESPA.

Dated the _____day of_____, 20….

Yours faithfully,

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

Format 7.8 :

FORMAT FOR SUBMISSION OF FINANCIAL BID

(The Covering Letter should be submitted on the Letter Head of the Bidding Company)

Ref.No. _____ Date: _____

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

To
The CGM, 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/ our company for providing storage capacity of _____ MW/ _____ MWh from our commissioned BESS Project(s) to the Andhra Pradesh DISCOMs, as mentioned below:

We are quoting the following tariff for the entire capacity offered:

S. No.	Name of the Project(s)	Capacity offered (MW/ MWh)	Quoted Tariff (INR/ MW/ Month)
1			
2			
	Total		Single tariff for the entire capacity: INR _____ (in words: _____)

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 120 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 the entire capacity offered by the Bidder. If the Bidder quotes two or more tariffs or a combination thereof, the bid shall be considered as non-responsive.
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).

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 have been commissioned as per the commissioning criteria and procedures specified by the CEA and the Grid Code.

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 APTRANSCO/DISCOMs/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 / 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.

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 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.

7. 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

   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

8. 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.

9. 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.

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.

Annexure B

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

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 22 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 completer 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 '8' minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute 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 the Bid Information Sheet 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	30 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 C

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)	Scheduled MUs (Z)	Time-block Availability, (TA) = (Xi/Zi) + (Yi/Zi)
01-May-26	1	250	0	250	1
01-May-26	2	250	0	250	1
01-May-26	3	240	0	250	0.96
01-May-26	4	240	0	250	0.96
01-May-26	5	235	0	250	0.94
01-May-26	6	235	0	250	0.94
01-May-26	7	240	0	250	0.96
01-May-26	8	240	0	250	0.96
01-May-26	9	0	0	12.5	0
01-May-26	10	12.5	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	190	250	0.76
01-May-26	25	0	190	250	0.76
01-May-26	26	0	200	250	0.8
01-May-26	27	0	200	250	0.8
01-May-26	28	0	200	250	0.8
01-May-26	29	0	200	250	0.8
01-May-26	30	0	200	250	0.8
01-May-26	31	0	200	250	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)	Scheduled 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	12.5	0	12.5	1
01-May-26	44	245	0	250	0.98
01-May-26	45	240	0	250	0.96
01-May-26	46	240	0	250	0.96
01-May-26	47	235	0	250	0.94
01-May-26	48	240	0	250	0.96
01-May-26	49	250	0	250	1
01-May-26	50	250	0	250	1
01-May-26	51	250	0	250	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	250	0	250	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	230	250	0.92

Date	Block	Drawl (from Grid) MW (Charging) (X)	Injection (into Grid) MW (Discharging) (Y)	Scheduled MUs (Z)	Time-block Availability, (TA) = (Xi/Zi) + (Yi/Zi)
01-May-26	82	0	235	250	0.94
01-May-26	83	0	235	250	0.94
01-May-26	84	0	230	250	0.92
01-May-26	85	0	200	250	0.8
01-May-26	86	0	190	250	0.76
01-May-26	87	0	185	250	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		3905	3295	8025	29.7
		NO OF BLOCK IN COLUMN Z IS NOT ZERO			34
		SYSTEM AVAILABILITY			0.87

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 = 250 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 8.5.1:

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

= (0.95-0.87) x 250 x 5 x 12 x 2

= 2400 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 8.3

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

Assuming:

- Monthly System Efficiency =0.84,
- Total monthly drawl form grid (Charging Power) = 41.1 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) * Total drawl from the grid in the month (i.e. Charging Energy)

Liquidated Damages for the month = Rs. 0.01 * 41.1 * APPC (including transmission charges) at State Level of all DISCOMs of previous financial year, for e.g. Rs.2

= Rs. 0.822 Millions

= 8.22 Lakhs