Addendum No. 3

Ref: APPCC/PSP-01/2026-27 dated 24-Sep-2026 **Date: 22.10.2026**

Name of the Work: Procurement of 500 MW Energy Storage Capacity (8 hours per day, maximum 6 hours continuous discharge) from Fully Commissioned or Part-Commissioned Pumped Storage Projects anywhere in India, with input power from APDISCOMs, for a period of 4 years, on Finance-Own-Operate basis

Part A: Responses to Pre-Bid Queries

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1	RfS, Bid Information Sheet, Item (A): Name of Work / Brief Scope of Work	Bid/s are invited from Pumped Storage Project Generator/s to provide Energy Storage Capacity of 500 MW (8 hours per day, with a maximum of 6 hours continuous discharge) from Pumped Storage Project/s through a competitive bidding process on a Finance-Own-Operate (FOO) basis, from Fully Commissioned or eligible Part-Commissioned PSP/s located anywhere in India, for a period of 4 years (extendable for an additional period of up to two years).	(i) The initial Contract Period may be revised to 3 (three) years, extendable for an additional period of up to 2 (two) years. (ii) The Energy Storage Capacity requirement may be revised to 9 (nine) hours per day, with a maximum continuous discharge of 6 (six) hours. (iii) Considering the short-term requirement indicated in the CEA resource adequacy assessment (687 MW to 2,177 MW), the contracted capacity may be increased to 1,000 MW until the long-term storage capacity is operational.	The tender conditions shall prevail.
2	RfS, Clause 1.3: Definition of Annual Fixed Charge (AFC)	"ANNUAL FIXED CHARGE" or "AFC" shall mean the annual cost of storage payable to the Generator/s at the Delivery Point for the Contract Period of 5 (five) years. The Annual Fixed Charge shall be quoted and payable in INR/MW/Annum, up to a maximum of 2 (two) decimal places.	Clarification is sought on whether the AFC quoted by the Bidder is inclusive or exclusive of GST and other applicable taxes. It is requested that the quoted AFC be exclusive of GST, in line with the PSP Standard Bidding Guidelines (Clause 5.7), and that this be clarified in the RfS/PHSPA.	The AFC shall be quoted exclusive of GST. GST and any other applicable taxes, duties and charges shall be payable as per applicable law, in terms of Clauses 2.9(e) and 5.9(b) of the RfS.
3	RfS, Clause 6.3(a) and (d): Technical Capacity	(a) the offered PSP (or, in the case of a Part-Commissioned PSP, the commissioned portion offered) was commissioned and achieved Commercial Operation Date prior to the Bid Due Date. (d) in the case of a Part-Commissioned PSP, the Bidder shall additionally demonstrate, to the satisfaction of APPCC, that the Balance Capacity is at an advanced stage of construction and is capable of being commissioned by the Committed Availability Date, supported by documentary evidence such as the construction schedule, statutory clearances, equipment supply contracts	(i) PSPs at an advanced stage of construction and scheduled to be available by the Committed Availability Date may also be permitted, with the Bidder furnishing supporting documents (construction progress, equipment supply status, statutory approvals and project implementation schedule) to establish readiness. (ii) The eligibility of Pumped Storage Projects may be modified to allow PSPs that are partly commissioned by 1st January 2027 and fully commissioned on or before 1st April 2027. (iii) Project preparedness milestones such as in-principle Environment Clearance (EC Stage-I), in-principle Forest Clearance (FC Stage-I) and other	Accepted. PSPs at an advanced stage of construction are permitted to participate, subject to the Committed Availability Date being on or before 31.03.2027. In the case of a Part-Commissioned PSP or a PSP at an advanced stage of construction, the Bidder shall additionally demonstrate, to the satisfaction of APPCC, that the Balance Capacity is at an advanced stage of construction and is capable of being commissioned by the Committed Availability Date, supported by documentary evidence such as the construction schedule, in-principle Environment Clearance (EC Stage-I), in-principle Forest Clearance (FC Stage-I) and other key statutory approvals, equipment supply

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		and evidence of financial closure for the Balance Capacity.	key statutory approvals may be included at the bid submission stage.	contracts and evidence of financial closure for the Balance Capacity. The relevant provisions of the RfS stand amended as per Part B of this Corrigendum.
4	RfS, Clause 6.3(b): Technical Capacity	the Bidder shall provide proof and credentials as per APPENDIX-IV demonstrating previous experience in operating and supplying energy from hydro or pumped hydro storage projects for the quoted capacity, including copies of relevant permits, statutory approvals and generation records for the preceding 2 (two) months, as applicable to the PSP offered under this Tender; or, alternatively, the operational certificate or equivalent statutory documentation issued by the competent government or statutory authority as per applicable regulations.	(i) Technical Capacity and experience may be permitted to be demonstrated through an Affiliate of the Bidder or the Developer, since power projects are typically developed through Special Purpose Vehicles (SPVs) which may not have an established track record of their own. (ii) Bidders having significant experience in developing and operating Renewable Energy or Thermal Power Projects, and with PSPs at an advanced stage of commissioning, may be allowed. (iii) The requirement of generation records for the preceding 2 (two) months may be removed.	Clause 6.3(b) of the RfS stands amended as per Part B of this Corrigendum. Experience in operating and supplying energy from hydroelectric or pumped storage projects may be demonstrated by the Bidder or by its Parent, Ultimate Parent, Affiliate or Group Company, subject to submission of documentary evidence establishing the relationship and the continued support of such entity. The Bidder shall remain solely responsible for performance under the PHSPA. Experience in Renewable Energy or Thermal Power Projects shall not be considered. The requirement of generation records for the preceding 2 (two) months stands deleted.
5	RfS, Clauses 5.8(a)(vii) and (viii), 6.4(d), APPENDIX-IV and APPENDIX-V: Certification of Technical and Financial Capacity	Certificates demonstrating Technical Capacity (APPENDIX-IV) and Financial Capacity (APPENDIX-V) are to be issued by the Statutory Auditor.	Certification by a Chartered Accountant in practice may be allowed, as an alternative to the Statutory Auditor, for demonstrating Technical Capacity and Financial Capacity, since certification by the Statutory Auditor takes considerable time and may impede timely submission of Bids.	Accepted. Wherever the term 'Statutory Auditor' appears in the RfS in relation to certification of Technical Capacity or Financial Capacity, the same shall be read as 'Statutory Auditor or Chartered Accountant in Practice'. Refer Part B of this Corrigendum.
6	RfS, Clause 3.5.1(a): Nature of Bidding Entity, and Clause 6.14: Signing of the PHSPA	The Bidder shall be the legal owner and operator of such PSP and shall be authorised to offer and deliver energy storage services from the plant.	(i) A Trading Licensee may be allowed to participate as the Bidder and, if successful, the PHSPA may be signed with the underlying Project SPV from which the PSP capacity is contracted, stated to be in line with the PSP Standard Bidding Guidelines. (ii) Since power projects are typically developed through SPVs which may not have an established track record, Bidders may be allowed to participate through a Parent or Trading Licensee.	Accepted, subject to the safeguards set out below. In terms of Clause 3.5.1(a) of the RfS, the Bidder shall ordinarily be the legal owner and operator of the PSP offered. A special purpose vehicle (SPV) which is the legal owner and operator of the PSP offered is eligible to participate as the Bidder. The Bidder may meet the Financial Capacity requirement through its Parent, Ultimate Parent, Affiliate or Group Company in terms of Clause 6.4(e) of the RfS, and the Technical Capacity requirement in terms of Clause 6.3(b) of the RfS as amended by this Corrigendum. In addition to the above, a Trading Licensee holding a valid inter-State trading licence issued by CERC (of any category), which is not the legal owner and operator of the PSP offered, is allowed to participate, subject to the following:

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				a) at the time of Bid submission, the Bidder shall hold a binding Back-to-Back Agreement with the PSP Owner for the full quoted capacity and the full Contract Period, including the extension period; b) the PSP shall be identified in the Bid, shall have untied capacity and shall meet the technical eligibility requirements of the RfS; and c) the PSP Owner shall furnish an irrevocable undertaking, in the format at ANNEX-X, to honour the obligations under the PHSPA. The detailed conditions are set out in new Clause 3.5.3 of the RfS and new Clause 2.3 of the PHSPA. Refer Parts B and C of this Corrigendum.
7	PHSPA, Clause 2.1(b): Scope of the Project (also RfS, Clause 2.4(a))	The Generator shall make available to the Procurer a Contracted Capacity of ..... MW, capable of a cumulative discharge of up to 8 (eight) hours per day with a maximum continuous discharge of 6 (six) hours, as specified in the dispatch schedule provided by APSLDC. The fast transition between operating modes shall be 7 to 15 minutes, with a minimum discharge as per the minimum rated capacity of the generating unit(s) in any block.	The transition time of 7 to 15 minutes may not be technically achievable for all PSP configurations, considering revision and communication of schedules to and from the SLDC, and may restrict participation. No guideline prescribes a specific transition time, and a lower transition time does not benefit the Procurer unless it is shorter than the schedule revision time. The maximum permissible transition time between operating modes may be revised to 60 minutes.	The tender conditions shall prevail.
8	RfS, Clause 2.10(c) and (d): Cycle Loss	(c) If in any month it is found that the actual Cycle Loss is higher than the declared Cycle Loss, such shortfall in performance shall be adjusted against the Monthly Fixed Charge (MFC) payable to the Generator/s for that month, by way of penalty. (d) Adjusted MFC = MFC - [(Input Energy at Actual RtE - Input Energy at RtE calculated on the declared Cycle Loss) x Additional Input Energy Charges].	It may be clarified whether the declared Cycle Loss will be considered on an annual or a monthly basis. Clause 2.10(b) states that the declared Annual Cycle Loss shall remain unchanged for the entire Term of the PHSPA, whereas under Clauses 2.10(c) and (d) the adjustment against Cycle Loss is carried out monthly in the MFC.	The Bidder declares a single Cycle Loss value (in %) in ANNEX-VIII, which remains fixed for the entire Term of the PHSPA (Clauses 2.9(b) and 2.10(b) of the RfS). The actual Cycle Loss shall be determined for each month and compared with the declared Cycle Loss. Where the actual Cycle Loss in a month exceeds the declared Cycle Loss, the MFC for that month shall be adjusted in accordance with Clause 2.10(d) of the RfS and Clauses 11.4 and 11.6 of the PHSPA. The adjustment is therefore carried out on a monthly basis.
9	RfS, Clause 2.11: Target Annual Availability (also PHSPA, Clause 5.9(a))	The obligation shall apply to the Commissioned Capacity and any Balance Capacity from their respective Supply Start Dates. In any Contract Year in which the two tranches have different Supply Start Dates, or in which a tranche is available for only part of the year, Annual Availability shall be computed separately for each	It may be clarified whether tranche-wise computation applies only to Year 1 of the Contract Period, and whether the Target Annual Availability from Year 2 onwards will be taken for the whole capacity as one tranche. An illustration of the treatment for Years 1 and 2 of the Contract Period is requested.	Tranche-wise computation applies only to a Contract Year in which the two tranches have different Supply Start Dates, or in which a tranche is available for only part of the year. In every subsequent Contract Year in which both tranches are available for the full year, Annual Availability shall be computed for the total Contracted Capacity as a whole.

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		tranche, with the number of days in the Contract Year taken as the days from its Supply Start Date.		Illustration (assuming a Contract Year of 1 January to 31 December, Contracted Capacity of 200 MW, Commissioned Capacity of 150 MW with Supply Start Date of 1 January 2027 and Balance Capacity of 50 MW with Supply Start Date of 1 April 2027): Year 1 (2027): denominator for Commissioned Capacity = 150 x 96 x (365 less excluded days); denominator for Balance Capacity = 50 x 96 x (275 less excluded days). The 90% target and the penalty under Clause 2.12 apply to each tranche separately, pro-rated for the part year. Year 2 (2028): denominator = 200 x 96 x (366 less excluded days), computed for the whole capacity. Excluded days are the days affected by Scheduled Maintenance, Grid Constraints and Force Majeure.
10	RfS, Clause 2.15(d) and (f): Commercial Operation and Availability of Capacity	(d) During the Operating Period, if the Generator is unable to provide the Contracted Storage Capacity to the Procurer from the Power Station, except due to a Force Majeure Event or a Procurer Event of Default, the Generator, with the prior written approval of the Procurer and not otherwise, shall supply the Contracted Storage Capacity from an alternative generation source (only from a PSP project) to meet its obligations under the PHSPA. Such capacity shall be supplied at the same charges as per the terms of the PHSPA, and the Generator shall bear all applicable charges and losses up to the Delivery Point. (f) Where the Generator proposes to utilise an alternate Pumped Storage Project as the source for providing the storage service, such change of the plant shall be permitted only upon prior approval of the Procurer, and shall be subject to such terms and conditions as the Procurer may determine. In such a case, the name of the contracting entity in the PHSPA shall be modified accordingly by way of an addendum, with all other terms, conditions and parameters remaining unchanged.	The Bidder understands that (1) Clause 2.15(d) is applicable during the Operating Period without any change envisaged in the PHSPA, and (2) Clause 2.15(f) is applicable for changing the contracting entity to utilise an alternate Pumped Storage Project as the source for providing the storage service. Confirmation of this understanding is requested.	Clause 2.15(d) applies where the Generator is unable to provide the Contracted Storage Capacity from the Power Station. Supply from an alternate PSP is permitted only with the prior written approval of the Procurer, at the same charges, with the Generator bearing all applicable charges and losses up to the Delivery Point. Clause 2.15(f) sets out the conditions for utilising an alternate PSP as the source: prior approval of the Procurer, such terms and conditions as the Procurer may determine, and modification of the name of the contracting entity in the PHSPA by way of an addendum, with all other terms, conditions and parameters remaining unchanged. Prior approval of the Procurer is required in both cases.
11	RfS, Clause 6.11(b), (c) and (d): Capacity Allocation and	(b) Where the partial capacity offered to the last Successful Bidder under the e-RA is lower than the minimum rated capacity of the generating	There appears to be a contradiction in the treatment of partial allocation of capacity to the last Successful Bidder under the bucket-filling	The provisions of Clause 6.11 shall be read harmoniously. In case of partial allocation to the last Successful Bidder, Clause 6.11(b) shall apply where

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	Selection of Successful Bidder/s	unit(s) of the total capacity quoted by such Bidder, the Bidder shall have the option to refuse such offered partial capacity, and its Bid Security shall be returned. (c) Where the partial capacity offered to the last Successful Bidder is greater than or equal to 50% of the total capacity quoted by such Bidder, it shall be mandatory for that Bidder to accept the partial capacity offered, failing which its Bid Security shall be encashed. (d) Where the quoted capacity of the last Bidder exceeds the balance capacity, the balance capacity shall be offered to that Bidder, provided it is not less than 50 MW and complies with Clause 2.6(g). The Bidder may accept or decline within three (3) working days of intimation, without forfeiture of its Bid Security. If declined, the balance capacity may be offered to the next Bidder/s in order of rank, as per the discretion of the Procurer.	methodology. Proviso (b) gives the option to refuse where the partial capacity is less than the minimum rated capacity of the generating unit; proviso (c) places the restriction at 50% of the total capacity quoted by the Bidder; proviso (d) places it at 50 MW and beyond. A detailed illustration of the cases is requested to clear the ambiguity in the methodology.	the offered capacity is lower than the minimum rated capacity of the generating unit(s); Clause 6.11(c) shall apply where the offered capacity is greater than or equal to 50% of the quoted capacity; and Clause 6.11(d) shall apply in all other cases where the balance capacity offered is not less than 50 MW. No change is proposed to the RfS. The methodology under Clause 6.11 shall apply as follows, for illustration purposes only: Illustration 1: Where the balance capacity available for allocation is 30 MW and the minimum rated capacity of the generating unit(s) of the next-ranked Bidder is 40 MW, the Bidder may refuse such allocation in accordance with Clause 6.11(b), without forfeiture of Bid Security. Illustration 2: Where the requirement is 500 MW and capacity aggregating to 400 MW has been allocated to higher-ranked Bidders, leaving a balance of 100 MW, and the next-ranked Bidder has quoted 200 MW, the Bidder shall be allocated 100 MW. Since the allocated capacity is equal to 50% of the Bidder's quoted capacity, acceptance of such allocation shall be mandatory in terms of Clause 6.11(c). Illustration 3: Under the same circumstances, if the next-ranked Bidder has quoted 300 MW, the balance allocation of 100 MW would be less than 50% of the quoted capacity. In such case, the provisions of Clause 6.11(d) shall apply.
12	PHSPA, Clause 2.2(a) and (b): Part-Commissioned Projects	(a) Where the Project offered by the Generator is a Part-Commissioned PSP, the particulars of the total Project capacity, the capacity commissioned as at the Bid Due Date, the Contracted Capacity and the Balance Capacity shall be as set out in Schedule I to this Agreement, as declared by the Generator in its Bid. The CAD for each tranche shall be as defined in Article 20. (b) The Generator shall commission the Balance Capacity and make it available to the Procurer on or before its CAD, being 1st April 2027, or actual date of supply whichever is earlier. Supply of the Balance Capacity shall end on the common Expiry Date.	The Bidder understands that the provisions for Part-Commissioned Projects permit the entire Contracted Capacity of an under-construction PSP to be made available with a CAD of 1 April 2027, subject to compliance with the applicable requirements. Confirmation of this understanding is requested.	Please refer to the response at Sl. No. 3.

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13	PHSPA, Clause 6.3: Provision of Energy for Charging	Clause 6.3 of the PHSPA does not carry the provision at Clause 2.4(d) of the RfS.	The following may be included in Clause 6.3 of the PHSPA to align with Clause 2.4(d) of the RfS: "(h) Charging power shall be provided to the Generator/s in steps of 100% of the rated unit-wise capacity (in MW) up to the Contracted Storage Capacity, at the declared Cycle Loss."	Accepted. Clause 6.3(h) is inserted in the PHSPA as per Part B of this Corrigendum.
14	PHSPA, Clause 6.3(a) and (b): Provision of Energy for Charging	(a) The Procurer shall arrange for and provide to the Generator the energy required for charging (pumping) the Pumped Storage Project at the Delivery Point, free of cost, up to the extent of the declared Cycle Loss of the Project, in accordance with the dispatch schedule approved by APSLDC and Clause 2.3(i) of the APPCC Tender Document. (b) The Procurer shall ensure that a minimum of 51% (fifty-one percent) of the input energy provided for charging (pumping) on an annual basis is sourced from Renewable Energy sources to avail the waiver on ISTS charges.	Adequate contractual and commercial mitigation is requested for the event that the Procurer is unable to ensure that at least 51% of the input energy used for charging is sourced from renewable energy, resulting in non-availability of the applicable ISTS waiver on all the other contracts of the subject PSP. It may be clarified: (a) whether any additional ISTS transmission charges or other related charges arising solely due to non-fulfilment of the 51% requirement by the Procurer will be borne by the Procurer; and (b) whether the Generator will be protected from any financial impact arising from such non-fulfilment, since the sourcing of charging energy is within the Procurer's control. The risk allocation may be expressly clarified in the PHSPA.	The tender conditions shall prevail.
15	PHSPA, Clause 8.2(a) and (b): Alternate Source of Supply	(a) During the Term, if the Generator is unable to provide the Contracted Storage Capacity to the Procurer from the Power Station, except due to a Force Majeure Event or a Procurer Event of Default, the Generator, with the prior written approval of the Procurer and not otherwise, shall supply the Contracted Storage Capacity from an alternative generation source (only from a PSP project) to meet its obligations under the PHSPA, at the same charges, bearing all applicable charges and losses up to the Delivery Point. (b) Where the Generator proposes to utilise an alternate Pumped Storage Project as the source for providing the storage service, such change shall be permitted only upon the prior approval of the Procurer, subject to such terms and conditions as the Procurer may determine. Any storage service supplied from an alternate Pumped Storage Project without such prior written	(i) The Generator may intimate the Procurer of the proposed alternate PSP, rather than obtain prior written approval, provided the alternate PSP satisfies the applicable technical, regulatory and contractual requirements. (ii) Supply from the alternate PSP shall be governed by the same commercial and performance terms of the PHSPA, with no change in the charges payable by the Procurer. (iii) The alternate-source mechanism should also expressly apply where the original PSP is unable to achieve CAD within the stipulated timeline, including the period of up to 180 days beyond 1 April 2027 proposed under Clause 11.7. Clause 8.2 may be amended accordingly.	The provisions of Clause 8.2 of the PHSPA are clear and self-explanatory. Any alternate source of supply shall be subject to the prior approval of the Procurer in accordance with the PHSPA. The tender conditions shall prevail.

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		approval shall not be eligible for billing or payment under this Agreement.		
16	PHSPA, Clause 11.7(a) and (b): Liquidated Damages for Delay in Making Capacity Available	(a)(i) for a delay of up to 60 (sixty) days: LD = Performance Security x (Delayed Capacity / Contracted Capacity) x (days of delay / 60), recoverable by encashment of the Performance Security; (a)(ii) for a delay beyond 60 (sixty) days: the Performance Security attributable to the Delayed Capacity shall be encashed in full, and the Generator shall in addition pay a penalty equal to 3 (three) months' MFC for the Delayed Capacity. (b) Where the delay exceeds 60 (sixty) days, the Procurer may further, at its option, reduce the Contracted Capacity by the Delayed Capacity or terminate this Agreement in respect of such capacity, without prejudice to any other right or remedy available to it.	The Generator may be permitted to fulfil its contractual obligation by arranging the contracted storage capacity from an alternate PSP in the event of a delay in achieving CAD, for a period of up to 180 days beyond 1 April 2027, on the same commercial and performance terms. No LD should be levied if such alternate supply is arranged and provided for up to 180 days from CAD. The PHSPA may provide for this mechanism, with clarity on the applicability of LDs and other consequences during the period of alternate supply. This is stated to be in line with the MoP Tariff Based Competitive Bidding Guidelines for Procurement of Storage Capacity / Stored Energy from Pumped Storage Plants dated 6 February 2025.	The tender conditions shall prevail..
17	PHSPA, Clause 12.6(a): Payment Security Mechanism	The Default Escrow Account shall be established and maintained at a bank where at least 30% (thirty per cent) of the Procurer's total monthly Revenues are normally deposited. The Procurer undertakes that throughout the Contract Period no less than 30% of its total Revenues shall continue to be deposited at that bank, and Revenues equivalent to 100% of the Monthly Fixed Charges payable for the Contracted Capacity (the Maximum Monthly Payment) shall be routed every month through the Default Escrow Account in accordance with the Default Escrow Agreement.	The Payment Security Mechanism may be provided in the form of a Letter of Credit backed by an Escrow Account, funded with an amount equivalent to at least 45 days' Revenue. This is stated to be in line with the Bill Due Date, so that payment security covers the period between the raising of the monthly invoice and the payment becoming due.	The Payment Security Mechanism shall be as specified in Clause 12.6 of the PHSPA. The tender conditions shall prevail.
18	PHSPA, Clause 15.4(a) and (b): Termination Payment	(a) Upon termination due to a Generator Event of Default, the Performance Bank Guarantee furnished under Clause 12.7 shall be invoked in full by the Procurer. The Procurer shall have no further liability for any capacity or energy payments beyond the effective date of termination. (b) Upon termination due to a Procurer Event of Default, the Generator shall be entitled to receive (i) payment for all undisputed Monthly Fixed	The Termination Payment levied on the Generator and the Procurer on their respective Events of Default may be reconsidered. It is stated that, in line with the MoP TBCB Guidelines for PSP procurement (Clause 13: Event of Default and Consequences Thereof), the damages should be equal for both Parties, being the tariff for the contracted capacity for 'M' months or the balance PPA period, whichever is less.	The provisions of Clause 15.4 of the PHSPA shall prevail.

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		Charges accrued up to the effective date of termination, and (ii) release or refund of the Performance Bank Guarantee within thirty (30) days of the effective date of termination.	It is requested that 3 months of MFC be the Termination Payment for each Party in case of its respective Event of Default.	

Part B: Amendments in RfS

Sl. No.	Clause No.	Existing Provision	Amended Provision (to be read as)
1	Clause 1.14: Definition of Committed Availability Date	"COMMITTED AVAILABILITY DATE" or "CAD" shall mean the date by which the Generator shall make the relevant capacity available to the Procurer for scheduling and dispatch, being: (a) for Commissioned Capacity, 1st January 2027; and (b) for Balance Capacity, 1st April 2027, actual date of supply whichever is earlier.	"COMMITTED AVAILABILITY DATE" or "CAD" shall mean the date by which the Generator shall make the relevant capacity available to the Procurer for scheduling and dispatch, being: (a) for Commissioned Capacity, 1st January 2027; (b) for Balance Capacity of a Part-Commissioned PSP, 1st April 2027, or actual date of supply, whichever is earlier; and (c) for an Under-Construction PSP, the date declared by the Bidder in its Bid, which shall be on or before 31st March 2027, or actual date of supply, whichever is earlier.
2	Clause 1.38A (new definition inserted)	New clause.	1.38A "UNDER-CONSTRUCTION PSP" shall mean a Pumped Storage Project in respect of which no portion of the capacity offered has achieved COD as on the Bid Due Date, and which is at an advanced stage of construction such that the entire capacity offered shall be commissioned and made available to the Procurer on or before its CAD, in accordance with Clauses 2.6 and 6.3(d).
3	Clause 2.6(b): Eligible Pumped Storage Projects	To maximise participation and enable availability of storage capacity within the required timeframe, both Fully Commissioned PSP/s and eligible Part-Commissioned PSP/s may participate, subject to the technical and commercial requirements prescribed in this Tender Document.	To maximise participation and enable availability of storage capacity within the required timeframe, Fully Commissioned PSP/s, eligible Part-Commissioned PSP/s and eligible Under-Construction PSP/s may participate, subject to the technical and commercial requirements prescribed in this Tender Document.
4	Clause 2.6(f): Eligible Pumped Storage Projects	The Commissioned Capacity of a Part-Commissioned PSP shall be made available for scheduling and dispatch from its Supply Start Date. A Bid offering only uncommissioned capacity, with no capacity commissioned as at the Bid Due Date, shall not be eligible.	The Commissioned Capacity of a Part-Commissioned PSP shall be made available for scheduling and dispatch from its Supply Start Date. An Under-Construction PSP shall be eligible, provided that the entire capacity offered is commissioned and made available to the Procurer on or before its CAD, being on or before 31st March 2027. For an Under-Construction PSP, the entire capacity offered shall be treated as Balance Capacity, and all provisions of the RfS and the PHSPA applicable to Balance Capacity (including ANNEX-VII and Clause 2.15(g) of the RfS, and Clauses 2.2 and 11.7 of the PHSPA) shall apply mutatis mutandis.
5	Clause 3.5.2(b): General Conditions of Eligibility	The Bidder shall be the owner and operator of a grid-connected Pumped Storage Project which, in respect of the capacity offered, has been commissioned prior to the Bid Due Date and holds a valid commissioning certificate or trial operation certificate issued by the competent authority; or, in the case of a Part-Commissioned PSP, has commissioned a portion of the capacity prior to the Bid Due Date and has committed to commission the Balance Capacity by the Committed Availability Date in accordance with Clause 2.6.	The Bidder (or, in the case of a Bidder under Clause 3.5.3, the PSP Owner) shall be the owner and operator of a grid-connected Pumped Storage Project which, in respect of the capacity offered, has been commissioned prior to the Bid Due Date and holds a valid commissioning certificate or trial operation certificate issued by the competent authority; or, in the case of a Part-Commissioned PSP, has commissioned a portion of the capacity prior to the Bid Due Date and has committed to commission the Balance Capacity by the Committed Availability Date in accordance with Clause 2.6; or, in the case of an Under-Construction PSP, is at an advanced stage of construction and has committed to commission the entire capacity offered by the Committed Availability Date in accordance with Clauses 2.6 and 6.3(d).
6	Clause 5.8(a)(vii): Contents of the Techno-Commercial Bid	Certificate from the Statutory Auditor in the form set out in APPENDIX-IV (Technical Capacity), demonstrating ownership and operational experience of the eligible PSP prior to the Bid Due Date.	Certificate from the Statutory Auditor or a Chartered Accountant in practice in the form set out in APPENDIX-IV (Technical Capacity), demonstrating the experience required under Clause 6.3(b).

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7	Clause 6.3(a): Technical Capacity	the offered PSP (or, in the case of a Part-Commissioned PSP, the commissioned portion offered) was commissioned and achieved Commercial Operation Date prior to the Bid Due Date. The Bidder may indicate the selection of technology and its details at the time of submission of the Bid in the prescribed ANNEX-VII. The Successful Bidder shall confirm the technology in use in line with the above at the time of signing of the PHSPA;	the offered PSP (or, in the case of a Part-Commissioned PSP, the commissioned portion offered) was commissioned and achieved Commercial Operation Date prior to the Bid Due Date. In the case of an Under-Construction PSP, this requirement shall not apply and the Bidder shall comply with Clause 6.3(d). The Bidder may indicate the selection of technology and its details at the time of submission of the Bid in the prescribed ANNEX-VII. The Successful Bidder shall confirm the technology in use in line with the above at the time of signing of the PHSPA;
8	Clause 6.3(b): Technical Capacity	the Bidder shall provide proof and credentials as per APPENDIX-IV demonstrating previous experience in operating and supplying energy from hydro or pumped hydro storage projects for the quoted capacity, including copies of relevant permits, statutory approvals and generation records for the preceding 2 (two) months, as applicable to the PSP offered under this Tender; or, alternatively, the operational certificate or equivalent statutory documentation issued by the competent government or statutory authority as per applicable regulations;	the Bidder shall provide proof and credentials as per APPENDIX-IV demonstrating previous experience in operating and supplying energy from hydroelectric or pumped storage projects. Such experience may be demonstrated by the Bidder or by its Parent, Ultimate Parent, Affiliate or Group Company, subject to submission of documentary evidence establishing the relationship and the continued support of such entity, including the certificate at ANNEX-II. The Bidder shall remain solely responsible for performance under the PHSPA;
9	Clause 6.3(d): Technical Capacity	in the case of a Part-Commissioned PSP, the Bidder shall additionally demonstrate, to the satisfaction of APPCC, that the Balance Capacity is at an advanced stage of construction and is capable of being commissioned by the Committed Availability Date, supported by documentary evidence such as the construction schedule, statutory clearances, equipment supply contracts and evidence of financial closure for the Balance Capacity.	in the case of a Part-Commissioned PSP or an Under-Construction PSP, the Bidder shall additionally demonstrate, to the satisfaction of APPCC, that the Balance Capacity is at an advanced stage of construction and is capable of being commissioned by the Committed Availability Date, supported by documentary evidence such as the construction schedule, in-principle Environment Clearance (EC Stage-I), in-principle Forest Clearance (FC Stage-I) and other key statutory approvals, equipment supply contracts and evidence of financial closure for the Balance Capacity.
10	Bid Information Sheet Item (A), Clauses 1.41, 2.2(b), 2.3(j) and 3.5.1(a); Recitals and Clause 2.2 of the PHSPA; and the formats	References to "Fully Commissioned or eligible Part-Commissioned PSP/s" as the PSP/s eligible under this Tender.	Wherever the RfS, the PHSPA or the formats refer to "Fully Commissioned" and/or "eligible Part-Commissioned" PSP/s as the PSP/s eligible under this Tender, the same shall be read as "Fully Commissioned, eligible Part-Commissioned or eligible Under-Construction PSP/s".
11	Clauses 5.8(a)(viii) and 6.4(d), ANNEX-II, APPENDIX-IV and APPENDIX-V	Certificates demonstrating Technical Capacity and Financial Capacity are to be issued by the Statutory Auditor.	Wherever the term "Statutory Auditor" appears in the RfS in relation to certification of Technical Capacity or Financial Capacity, the same shall be read as "Statutory Auditor or Chartered Accountant in Practice".
12	APPENDIX-IV: Instructions (second bullet)	Provide details of only those projects undertaken by the Bidder under its own name.	Provide details of the projects undertaken by the Bidder, or by its Parent, Ultimate Parent, Affiliate or Group Company where such experience is claimed in terms of Clause 6.3(b).
13	Clauses 1.48A to 1.48C (new definitions inserted)	New clauses.	1.48A "BACK-TO-BACK AGREEMENT" shall mean the binding agreement between a Bidder under Clause 3.5.3 and the PSP Owner for the supply of storage capacity from the identified PSP for the full quoted capacity and the full Contract

Sl. No.	Clause No.	Existing Provision	Amended Provision (to be read as)
			Period, including the extension period, meeting the requirements of Clause 3.5.3(d). 1.48B "PSP OWNER" shall mean the legal owner and operator of the PSP identified in the Bid of a Bidder under Clause 3.5.3. 1.48C "TRADING LICENSEE" shall mean a person holding a valid licence, of any category, for inter-State trading of electricity granted by the Central Electricity Regulatory Commission (CERC) under Section 14 of the Electricity Act, 2003 and the CERC (Procedure, Terms and Conditions for grant of Trading Licence and other related matters) Regulations, 2020, as amended from time to time.
14	Clause 3.5.1(a): Nature of Bidding Entity	A company under the Companies Act, 2013 owning and operating a Fully Commissioned PSP, or an eligible Part-Commissioned PSP as defined in Clause 2.6, with untied capacity, shall be eligible to participate in this Tender. The Bidder shall be the legal owner and operator of such PSP and shall be authorised to offer and deliver energy storage services from the plant.	A company under the Companies Act, 2013 owning and operating a Fully Commissioned PSP, or an eligible Part-Commissioned PSP as defined in Clause 2.6, with untied capacity, shall be eligible to participate in this Tender. The Bidder shall be the legal owner and operator of such PSP and shall be authorised to offer and deliver energy storage services from the plant. For the avoidance of doubt, a special purpose vehicle which is the legal owner and operator of the PSP offered shall be eligible as the Bidder under this Clause. Notwithstanding the above, a Trading Licensee which is not the legal owner and operator of the PSP offered may participate, subject to the conditions specified in Clause 3.5.3.
15	Clause 3.5.1(b): Nature of Bidding Entity	A single Bidder may quote aggregate capacity from one or more eligible PSP/s owned and operated by it, subject to each individual PSP meeting the eligibility criteria.	A single Bidder may quote aggregate capacity from one or more eligible PSP/s owned and operated by it or, in the case of a Bidder under Clause 3.5.3, covered by Back-to-Back Agreements, subject to each individual PSP meeting the eligibility criteria.
16	Clause 3.5.2(a): General Conditions of Eligibility	The Bidder shall be a single legal entity incorporated in India under the Companies Act, 2013 or any other applicable law in India, and authorised to undertake generation and sale of electricity in accordance with prevailing laws and regulations.	The Bidder shall be a single legal entity incorporated in India under the Companies Act, 2013 or any other applicable law in India, and authorised to undertake generation and sale of electricity, or trading of electricity, as applicable, in accordance with prevailing laws and regulations.
17	Clause 3.5.2(c): General Conditions of Eligibility	The Bidder must hold valid statutory approvals, including grid connectivity, metering arrangement and operational clearances, and shall ensure continued compliance with all applicable technical, environmental and safety standards for the Contract Period.	The Bidder (or, in the case of a Bidder under Clause 3.5.3, the PSP Owner) must hold valid statutory approvals, including grid connectivity, metering arrangement and operational clearances, and the Bidder shall ensure continued compliance with all applicable technical, environmental and safety standards for the Contract Period.
18	Clause 3.5.3 (new clause inserted): Participation of Trading Licensees	New clause.	3.5.3 Participation of Trading Licensees a) A Trading Licensee which is not itself the legal owner and operator of the PSP offered may participate in this Tender, subject to the following: i. at the time of Bid submission, the Bidder shall hold a binding Back-to-Back Agreement with the PSP Owner for the full quoted capacity and the full Contract Period, including the extension period; ii. the PSP shall be identified in the Bid, shall have untied capacity and shall meet the eligibility and technical requirements of Clauses 2.6 and 6.3; and

Sl. No.	Clause No.	Existing Provision	Amended Provision (to be read as)
			iii. the PSP Owner shall furnish an irrevocable undertaking, in the format at ANNEX-X, to honour the obligations under the PHSPA. b) A Trading Licensee shall hold a valid inter-State trading licence issued by CERC, of any category, as on the Bid Due Date, and shall maintain such licence, together with compliance with the net worth, current ratio and liquidity ratio requirements of the CERC (Procedure, Terms and Conditions for grant of Trading Licence and other related matters) Regulations, 2020, for the Contract Period, including the extension period. The volume of electricity traded under the PHSPA, together with all other trading by the Trading Licensee, shall at all times remain within the volume permitted for its category under the said Regulations, failing which the Trading Licensee shall obtain an upgrade of its category in accordance with the said Regulations. c) The Financial Capacity requirement under Clause 6.4 shall be met by the Bidder, on its own or through its Parent, Ultimate Parent, Affiliate or Group Company in terms of Clause 6.4(e). The Technical Capacity requirement under Clause 6.3(b) may be met by the Bidder or by the PSP Owner, including through the Parent, Ultimate Parent, Affiliate or Group Company of the PSP Owner. d) The Back-to-Back Agreement shall: (i) cover the full quoted capacity and the full Contract Period, including the extension period; (ii) oblige the PSP Owner to perform all obligations required for the Bidder to perform the PHSPA; (iii) not be terminated, amended, novated or assigned without the prior written consent of the Procurer; and (iv) provide that, upon termination of the PHSPA due to a Generator Event of Default, the PSP Owner shall, at the option of the Procurer, supply the contracted capacity directly to the Procurer for the balance Contract Period on the same terms and conditions. e) Capacity of a PSP contracted under the Back-to-Back Agreement for the purpose of this Tender shall not be treated as tied-up capacity for the purposes of Clause 2.6. The same capacity of a PSP shall not be offered in more than one Bid, whether by the PSP Owner or by any other Bidder; where it is so offered, all such Bids shall be liable to be rejected. f) The AFC quoted shall be inclusive of any trading margin and other charges of the Bidder, and no trading margin or other charges shall be payable by the Procurer over and above the AFC. g) The Bidder shall furnish the Bid Security and the Performance Security, shall execute the PHSPA as the Generator and shall perform all obligations of the Bidder and the Generator under the Tender Document and the PHSPA. The PSP Owner shall be jointly and severally responsible with the Bidder for performance of the PHSPA, in terms of its undertaking at ANNEX-X.
19	Clause 5.8(a)(x) (new sub-clause inserted): Contents of the Techno-Commercial Bid	New sub-clause.	x. In the case of a Bidder under Clause 3.5.3: (a) a copy of the Back-to-Back Agreement with the PSP Owner; (b) the undertaking of the PSP Owner in the format at ANNEX-X, together with the Board Resolution of the PSP Owner authorising the same; and (c) in the case of a Trading Licensee, a copy of its valid inter-State trading licence issued by CERC, together with a declaration that the

Sl. No.	Clause No.	Existing Provision	Amended Provision (to be read as)
			volume of electricity to be traded under the PHSPA, along with its other trading, is within the volume permitted for its category.
20	Clause 6.3: Technical Capacity (opening paragraph)	The Bidder shall establish its Technical Capacity based on ownership and operational control of an eligible Pumped Storage Project. The Bidder must demonstrate that:	The Bidder shall establish its Technical Capacity based on ownership and operational control of an eligible Pumped Storage Project or, in the case of a Bidder under Clause 3.5.3, based on the Back-to-Back Agreement and the ownership and operational control of the PSP by the PSP Owner. The Bidder must demonstrate that:
21	Clause 6.14(e) (new sub-clause inserted): Signing of the PHSPA	New sub-clause.	e) In the case of a Successful Bidder under Clause 3.5.3, the undertaking of the PSP Owner furnished in the format at ANNEX-X shall be annexed to the PHSPA as Schedule II at the time of signing of the PHSPA, and the Back-to-Back Agreement shall remain in force for the full Contract Period, including the extension period.
22	ANNEX-X (new format inserted): Undertaking by the PSP Owner	New format.	8.19 ANNEX-X: Format of Undertaking by the PSP Owner (On non-judicial stamp paper of appropriate value, on the letterhead of the PSP Owner) To, The Chief General Manager (Power Purchase & Legal), Andhra Pradesh Power Coordination Committee, Vidyut Soudha, Gunadala, Vijayawada 520 004. Sub: Undertaking by the PSP Owner in respect of Tender No. APPCC/PSP-01/2026-27 dated 24-Sep-2026. 1. We, M/s [name of the PSP Owner], are the legal owner and operator of the [name] Pumped Storage Project of [ ] MW located at [location], connected to the [CTU/STU] system at [sub-station] (the "PSP"). 2. We have entered into a binding Back-to-Back Agreement dated [ ] with M/s [name of the Bidder] (the "Bidder") for [ ] MW of storage capacity from the PSP, for the full Contract Period including the extension period. A copy of the said agreement is enclosed. 3. We confirm that the said capacity is untied, is not committed under any other Central or State scheme or any other agreement, and has not been and shall not be offered by us or by any other entity in any other Bid under this Tender. 4. We undertake to honour, jointly and severally with the Bidder, all obligations of the Generator under the PHSPA in respect of the said capacity, including availability, scheduling, Cycle Loss, metering and supply from the PSP. 5. We shall not terminate, amend, novate or assign the Back-to-Back Agreement without the prior written consent of the Procurer. 6. Upon termination of the PHSPA due to a Generator Event of Default, we shall, at the option of the Procurer, supply the said capacity directly to the Procurer for the balance Contract Period on the same terms and conditions, including the AFC and the declared Cycle Loss, and shall execute such agreement as the Procurer may require for this purpose.

Sl. No.	Clause No.	Existing Provision	Amended Provision (to be read as)
			7. This Undertaking is irrevocable and shall remain valid for the Contract Period, including the extension period, and for a further period of three (3) months thereafter. (Signature, name and designation of the authorised signatory of the PSP Owner, with seal; Board Resolution of the PSP Owner authorising this Undertaking to be enclosed)
23	Bid Information Sheet, Item (G): Document fee / Cost of Tender (non-refundable)	Amount: INR 3,00,000 (Indian Rupees Three Lakh only) plus applicable GST @18%. 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.	Amount: INR 3,00,000 (Indian Rupees Three Lakh only) plus applicable GST @18%. Cost of the Tender to be paid through Net Banking /NEFT /RTGS/IMPS to the account details as mentioned at (T). The Tender Document has been made available for download on the ISN-ETS portal without prior payment of the Cost of Tender. A Bidder shall pay the Cost of Tender on or before the Bid Due Date and shall send the payment details (UTR / transaction reference number, date of payment, amount paid, and name of the remitting entity and its bank) to APPCC at the e-mail addresses mentioned at (R) and (S) on or before the Bid Due Date. The Bid shall be considered only upon confirmation by APPCC of receipt of the Cost of Tender in its account, and a Bid without such payment shall be rejected.
24	Bid Information Sheet, Item (P): Downloading of Tender Document	The Tender Document can be downloaded from the ISN-ETS-Portal after duly paying with the cost of tender.	The Tender Document can be downloaded from the ISN-ETS portal. Payment of the Cost of Tender, and confirmation of the payment details to APPCC, shall be made in accordance with Item (G) before submission of the Bid.
25	Clause 3.2(a): Techno-Commercial Bid	The Bidder shall pay the non-refundable Cost of Tender of INR 3,00,000 plus applicable taxes through NEFT or RTGS to the account specified in the Bid Information Sheet, and shall upload the transaction receipt with the Bid. No separate bid processing fee is payable under this Tender.	The Bidder shall pay the non-refundable Cost of Tender of INR 3,00,000 plus applicable taxes through NEFT or RTGS to the account specified in the Bid Information Sheet on or before the Bid Due Date, irrespective of whether the Tender Document was downloaded before such payment. The Bidder shall send the payment details (UTR / transaction reference number, date of payment, amount paid, and name of the remitting entity and its bank) to APPCC at the e-mail addresses specified in the Bid Information Sheet on or before the Bid Due Date, and shall upload the transaction receipt with the Bid. A Bid for which the Cost of Tender has not been paid and confirmed to APPCC shall be treated as non-responsive and shall be rejected. No separate bid processing fee is payable under this Tender.

Part C: Amendments in PHSPA

Sl. No.	Clause No.	Existing Provision	Amended Provision (to be read as)
26	Clause 6.3(h) (new sub-clause inserted): Provision of Energy for Charging	New sub-clause.	(h) Charging power shall be provided to the Generator/s in steps of 100% of the rated unit-wise capacity (in MW) up to the Contracted Storage Capacity, at the declared Cycle Loss.
27	Clause 2.3 (new clause inserted): Agreement executed by a Trading Licensee	New clause.	2.3 Agreement executed by a Trading Licensee Where the Generator is a Trading Licensee which is not the legal owner and operator of the Pumped Storage Project, in terms of Clause 3.5.3 of the RfS: a) the Generator shall maintain the Back-to-Back Agreement with the PSP Owner, for the full Contracted Capacity and the full Term including any extension, in full force and effect, and shall not terminate, amend, novate or assign it without the prior written consent of the Procurer; b) the undertaking furnished by the PSP Owner in the format at ANNEX-X of the RfS shall be annexed to this Agreement as Schedule II and shall form an integral part of this Agreement; c) the Generator and the PSP Owner shall be jointly and severally responsible for the performance of all obligations of the Generator under this Agreement, and all references to the Pumped Storage Project, the Power Station or the Project shall mean the PSP identified in Schedule I; d) where the Generator is a Trading Licensee, it shall maintain a valid inter-State trading licence issued by CERC, of a category permitting the volume of electricity traded under this Agreement together with its other trading, for the Term, including any extension; e) the AFC shall be inclusive of any trading margin and other charges of the Generator, and no trading margin or other charges shall be payable by the Procurer over and above the AFC; and f) upon termination of this Agreement due to a Generator Event of Default, the Procurer may, at its option, require the PSP Owner to supply the Contracted Capacity directly to the Procurer for the balance Term on the same terms and conditions, in accordance with the undertaking at Schedule II.
28	Clause 7.1(c): Representations and Warranties of the Generator	it is the owner and operator of the Pumped Storage Project offered under this Agreement, and the said Project (or, in the case of a Part-Commissioned PSP, the commissioned portion thereof) was commissioned and operational prior to the Bid Due Date in accordance with Applicable Law and the eligibility requirements specified in the APPCC Tender Document;	it is the owner and operator of the Pumped Storage Project offered under this Agreement or, where Clause 2.3 applies, holds a valid and binding Back-to-Back Agreement with the PSP Owner for the full Contracted Capacity and the full Term including any extension; and the said Project (or, in the case of a Part-Commissioned PSP, the commissioned portion thereof) was commissioned and operational prior to the Bid Due Date or, in the case of an Under-Construction PSP, shall be commissioned on or before its CAD, in accordance with Applicable Law and the eligibility requirements specified in the APPCC Tender Document;
29	Clause 15.1(j) (new sub-clause inserted):	New sub-clause.	j) where Clause 2.3 applies: (i) the Back-to-Back Agreement is terminated, suspended or amended, or ceases to be in full force and effect, without the prior written consent of the Procurer; (ii) the Generator, being a Trading Licensee,

Sl. No.	Clause No.	Existing Provision	Amended Provision (to be read as)
	Termination for Generator Event of Default		ceases to hold a valid inter-State trading licence issued by CERC, or trades in excess of the volume permitted for its category; or (iii) the PSP Owner fails to honour, or repudiates, its undertaking at Schedule II.
30	Schedule II (new schedule inserted): Undertaking by the PSP Owner	New schedule.	SCHEDULE II: UNDERTAKING BY THE PSP OWNER (Applicable where Clause 2.3 applies. The undertaking furnished by the PSP Owner in the format at ANNEX-X of the RfS shall be annexed here.)
31	**12.4 Late Payment Surcharge**	**12.4 Late Payment Surcharge** In the event of delay in payment of a Monthly Bill by the Procurer beyond its due date, a Late Payment Surcharge shall be payable to the Generator as per the Electricity (Late Payment Surcharge and Related Matters) Rules, as amended from time to time or any subsequent re-enactment thereof. The Late Payment Surcharge shall be claimed by the Generator through a Supplementary Bill.	**12.4 Late Payment Surcharge** In the event of delay in payment of a Monthly Bill by DISCOMs beyond Due Date, a Late Payment Surcharge shall be payable on the payment outstanding after the Due Date as follows: “Base rate of Late Payment Surcharge" means the marginal cost of funds-based lending rate for one year of the State Bank of India, as applicable on the 1st of April of the financial year in which the period lies, plus two percent.

General

1. All other terms and conditions of the RfS and the PHSPA (Tender No. APPCC/PSP-01/2026-27 dated 24-Sep-2026) remain unchanged.

2. This Corrigendum forms part of the Tender Document. A copy, duly signed and sealed by the authorised signatory, shall be submitted with the Techno-Commercial Bid in terms of Clause 5.8(a)(ix) of the RfS.

3. Bidders shall check the ISN-ETS portal regularly for further addenda, corrigenda and clarifications. No separate notification shall be issued.

Place: Vijayawada
Date:22.10.2026

// Signed //
Chief General Manager (Power Purchase & Legal)
Andhra Pradesh Power Coordination Committee