ANDHRA PRADESH POWER COORDINATION COMMITTEE

(on behalf of the Andhra Pradesh Distribution Companies)

REQUEST FOR SELECTION (RfS)

Invitation for e-Tender and e-Reverse Auction for Procurement of 500 MW Energy Storage Capacity (8 hours per day, with a maximum of 6 hours continuous discharge) from Fully Commissioned or Partly Commissioned Pumped Storage Projects, anywhere in India, with input power from APDISCOMs through Competitive Bidding for a period of 5 years

Tender Search Code on ISN ETS: APCPDCL-2026-TN000002

Tender No: APPCC/PSP-01/2026-27

Issue Date: 24-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 Pumped Hydro Storage Purchase Agreement (PHSPA) 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 Pumped 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 PHSPA) 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: 24-Sep-2026

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BID INFORMATION SHEET

The Bid Information Sheet is provided below:

(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 (PSP/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 5 years (extendable for an additional period of up to two years). The Bidder/s shall be responsible for charging (pumping) and discharging (generation) electricity up to 500 MW, with a cumulative discharge capability of 8 hours per day and a maximum continuous discharge of 6 hours, from eligible PSP/s. The procurement is on the basis of a 5-year Pumped Hydro Storage Purchase Agreement (PHSPA) with the Procurer (extendable for an additional period of up to two years. Input energy for charging shall be provided by the Procurer at the Delivery Point up to the extent of the declared Cycle Loss, of which a minimum of 51% on an annual basis shall be sourced from Renewable Energy sources.
(B)	**Tender Search No, Tender No. & Date**	Tender Search No: APCPDCL-2026-TN000002 Tender No: APPCC/PSP-01/2026-27 Dated: 24/09/2026
(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 Tender**	e-Tender. Submission of online Bid/s is mandatory for this Tender.
(F)	**Completion/ Contract Period**	The Term of the PHSPA shall commence on the Effective Date and shall continue for a period of 5 (five) 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 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.

(H)	**Earnest Money Deposit (EMD)/ Bid Security**	**Amount**: INR 5,00,000 (Indian Rupees Five 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, Bid Security shall be retained till it has provided Performance Security under the PHSPA. The Bidders will have an option to provide Bid Security 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/ Performance Security**	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 prior to signing of PHSPA.
(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.
(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 (except Price Bid)**	As per the 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)	**Downloading of Tender Document**	The Tender Document can be downloaded from the ISN-ETS-Portal after duly paying with the cost of tender.

(Q)	**Contact details of ISN-ETS portal**	Bharat ISN Electronic Tender Services Pvt .Ltd 1001 City Court, MG Road, Gurugram– 122002, India. **Support Desk** : +91-124–4079496, Email: support@isn-ets.com, admin@isn-ets.com Mon-Fri: 9am to 6pm on all working days except on Govt. Holidays.
(R)	**Name, Designation, Address and other details (for submission of hard copies of the Techno-Commercial Bid)**	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 / Point of Contact**	In case of submission of the tender/content of RFS/PHSPA documents: 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 APCPDCL (Lead Procurer)**	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.

1. DEFINITIONS

In this Tender Document, unless the context otherwise requires, capitalised terms shall have the meanings given to them as set out below:

1.1 **"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.

1.2 **"AFFILIATE"** shall mean a Company that, directly or indirectly:

(a) controls, or

(b) is controlled by, or

(c) is under common control with, the Bidder/s or the Generator/s;

and "control" means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such company, or the right to appoint a majority of its Directors;

1.3 **"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.

1.4 **"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.

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

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

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

1.8 **"APTRANSCO"** shall mean Transmission Corporation of Andhra Pradesh Limited, the State Transmission Utility of Andhra Pradesh.

1.9 **"BALANCE CAPACITY"** shall mean that portion of the Contracted Storage Capacity offered from a Part-Commissioned PSP which had not achieved COD as on the Bid Due Date.

1.10 **"BIDDER/S"** shall mean a Bidding Company (including a foreign company). Any reference to the Bidder/s includes the Bidding Company as the context may require. "Company" means a company registered and incorporated under the Companies Act, 1956/2013, and "foreign company" means a company registered and incorporated under the applicable law of that country pari materia to the Indian Companies Act.

1.11 **"CHARTERED ACCOUNTANT"** shall mean a person or firm registered with the Institute of Chartered Accountants of India and entitled to practice the profession of Chartered Accountant in India under the applicable provisions of the Chartered Accountants Act, 1949.

1.12 **"COMMERCIAL OPERATION DATE"** or **"COD"** shall mean, in respect of any capacity of a PSP, the date on which such capacity was declared commercially operational, as recorded in the commissioning certificate or trial operation certificate issued by the competent authority. For Commissioned Capacity, the COD shall fall before the Bid Due Date. For Balance Capacity, the COD shall be deemed achieved on submission of such certificate to the Procurer together with evidence of synchronisation with the concerned SLDC/RLDC for scheduling purposes.

1.13 **"COMMISSIONED CAPACITY"** shall mean that portion of the Contracted Storage Capacity which achieved COD before the Bid Due Date, being the whole of the Contracted Storage Capacity for a Fully Commissioned PSP, and the commissioned portion for a Part-Commissioned PSP.

1.14 **"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.

1.15 **"CONTRACT PERIOD"** or **"TERM OF AGREEMENT"** shall have the following meaning: The Term of the PHSPA shall commence from 1st January 2027 for a period of 5 (five) years, extendable for an additional period of up to two years, ending on the Expiry Date. The Contract Period shall be read as five (5) years, extendable for an additional period of up to two years, upon mutual agreement between Procurer and Generator wherever applicable in this Tender Document and the PHSPA. The Contract Period and the Expiry Date shall be common to the Commissioned Capacity and any Balance Capacity. Any extension shall be on the same terms and conditions.

1.16 **"CONTRACT YEAR"** shall mean each period of 12 (twelve) consecutive months commencing on the Effective Date and on each anniversary thereof until the Expiry Date.

1.17 **"CONTRACTED STORAGE CAPACITY"** or **"CONTRACTED CAPACITY"** shall mean the capacity, in MW, of the Pumped Storage Project contracted with the Procurer for charging (pumping) and discharging (generation) by the Generator at the Delivery Point, being 500 MW. The Project shall be capable of a cumulative discharge of up to 8 (eight) hours per day with a maximum continuous discharge of 6 (six) hours.

1.18 **"CONVERSION EFFICIENCY"** shall have the following meaning: Conversion Efficiency, measured at the Delivery Point and in reference to a complete cycle (full charge (pumping) and full discharge (generation)), is the ratio of output energy to input energy at the Delivery Point. The output energy at the Delivery Point shall be net of auxiliary consumption, line losses and any other applicable losses.

1.19 **"CONVERSION LOSS"** or **"CYCLE LOSS"** shall have the following meaning: Cycle Loss = 100% − Conversion Efficiency. The Cycle Loss shall be declared by the Bidder and shall not exceed 25% (twenty-five percent).

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

1.21 **"DAM"** shall mean the Day-Ahead Market of a Power Exchange recognised by the Central Electricity Regulatory Commission.

1.22 **"DECLARED AVAILABILITY"** shall mean the ability of the Project to execute the discharge function when called upon to do so as per schedule, subject to minimum system ratings.

1.23 **"DELIVERY POINT"** or **"INTER-CONNECTION POINT"** or **"METERING POINT"** shall mean, for AP STU-connected Projects, the nearest APTRANSCO sub-station. For all other PSP/s, any point in the Inter-State Transmission System where the power station of the Generator delivers power through ISTS connectivity. Metering shall be carried out at the point of injection into the Inter-State Transmission System. For interconnection with the grid and metering, the Bidder/s shall comply with the relevant CERC/APERC Regulations, the Grid Code and the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, as amended from time to time.

1.24 **"EARLY SCHEDULING DATE"** shall have the meaning given in Clause 2.15(h).

1.25 **"EFFECTIVE DATE"** shall mean the date of signing of the Pumped Hydro Storage Purchase Agreement (PHSPA) between the Procurer and the Generator. The obligations to make capacity available and to pay the Monthly Fixed Charge shall commence from the applicable Supply Start Date.

1.26 **"EXPIRY DATE"** shall mean the date occurring at the end of 5 (five) years from 1st January 2027 of the PHSPA, unless extended in accordance with the PHSPA, and shall be common to all capacity contracted under the PHSPA, including any Balance Capacity.

1.27 **"FULLY COMMISSIONED PSP"** shall mean a Pumped Storage Project the whole of the capacity offered under this Tender of which has been commissioned, is grid-connected and is operational prior to the Bid Due Date, and which holds a valid commissioning certificate or trial operation certificate issued by the competent authority.

1.28 **"FOO"** shall mean Finance-Own-Operate.

1.29 **"GENERATOR/S"** or **"PSP GENERATOR/S"** shall mean the Bidder/s selected through the e-Reverse Auction process to provide energy storage capacity from an eligible Pumped Storage Project under this Tender, as defined in the PHSPA.

1.30 **"GROUP BUSINESS ENTITY"** or **"GROUP COMPANY"** shall mean, in relation to a Company: (a) a Company which, directly or indirectly, holds 10% (ten percent) or more of the share capital of the Bidding Company; or (b) a Company in which the Bidding Company, directly or indirectly, holds 10% (ten percent) or more of the share capital; or (c) a Company in which the Bidding Company, directly or indirectly, has the power to direct or cause to be directed the management and policies, whether through ownership of securities, agreement, arrangement or otherwise; or (d) a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Bidding Company, whether through ownership of securities, agreement, arrangement or otherwise; or (e) a Company which is under common control with the Bidding Company, where control means ownership by one Company of at least 10% (ten percent) of the share capital of the other.

1.31 **"In.STS"** shall mean Intra-State Transmission System.

1.32 **"ISTS"** shall mean Inter-State Transmission System.

1.33 **"LETTER OF AWARD"** or **"LOA"** shall mean the letter issued by APPCC to the Successful Bidder/s pursuant to this Tender, for signing of the Pumped Hydro Storage Purchase Agreement (PHSPA).

1.34 **"MCP"** shall mean the Market Clearing Price discovered in the Day-Ahead Market (DAM) of a Power Exchange, as referred to in Clause 2.10.

1.35 **"MONTHLY FIXED CHARGE"** or **"MFC"** shall mean the monthly cost of storage payable to the Generator/s at the Delivery Point, computed as the Annual Fixed Charge (AFC) divided by twelve (12) and expressed in INR/MW/Month up to a maximum of 2 (two) decimal places.

1.36 **"OPERATING PERIOD"** shall mean, in respect of any capacity, the period from its Supply Start Date to the Expiry Date.

1.37 **"PARENT"** shall mean a Company which holds more than 50% of the voting rights and paid-up share capital, either directly or indirectly, in the Project Company or in a Member of a Consortium developing the Project.

1.38 **"PART-COMMISSIONED PSP"** shall mean a Pumped Storage Project in respect of which, as on the Bid Due Date: (a) a portion of the capacity offered (the Commissioned Capacity) has achieved COD and is capable of being made available to the Procurer; and (b) the remaining

portion (the Balance Capacity) has not achieved COD and shall be commissioned and made available to the Procurer on or before its CAD, in accordance with Clause 2.6.

1.39 **"PRICE BID"** shall mean the Total Annual Storage Cost, being the combination of the Annual Fixed Charge (AFC) and the declared Cycle Loss, as defined in Clause 2.9(c).

1.40 **"PROCURER/S"** 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 PHSPA, the relevant APDISCOM.

1.41 **"PROJECT"** or **"PUMPED STORAGE PROJECT/S"** or **"PSP/s"** shall mean a Fully Commissioned or eligible Part-Commissioned Pumped Storage Project having untied capacity, comprising all the various components for charging (pumping) and discharging (generation), and having a single point of injection into the grid at the Inter-Connection / Delivery / Metering Point.

1.42 **"PUMPED HYDRO STORAGE PURCHASE AGREEMENT"** or **"PHSPA"** shall mean the agreement between the Procurer and the Successful Bidder setting out the terms for procurement of energy storage capacity or stored energy from the Pumped Storage Project. The agreement is based on a tolling arrangement.

1.43 **"RtE"** or **"ROUND-TRIP EFFICIENCY"** shall mean the ratio of energy discharged (generation) at the Delivery Point to energy taken in for charging (pumping) at the Delivery Point over a complete cycle, expressed as a percentage. RtE = 100% − Cycle Loss. RtE has the same meaning as Conversion Efficiency.

1.44 **"SUCCESSFUL BIDDER/S"** shall mean the Bidder/s to whom an LOA has been issued pursuant to this Tender.

1.45 **"SUPPLY START DATE"** shall mean, in respect of the Commissioned Capacity or any Balance Capacity, the later of its CAD and the Effective Date, or the Early Scheduling Date where the Procurer has elected early scheduling under Clause 2.15(h).

1.46 **"TENDER DOCUMENT"** or **"TENDER"** shall mean this Tender, the Pumped Hydro Storage Purchase Agreement (PHSPA), including all annexures, amendments and corrigenda thereto.

1.47 **"TOTAL ANNUAL STORAGE COST"** or **"TASC"** shall mean the bid parameter for selection, computed as TASC = AFC × (1 + Cycle Loss %), expressed in INR/MW/Annum, in accordance with Clause 2.9(c).

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

2. INTRODUCTION

2.1 Introduction

a) 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 Pumped Hydro Storage Purchase Agreement shall be executed between the APDISCOMs and the Successful Bidder. APPCC shall not be a party to the Pumped Hydro Storage Purchase Agreement and shall not purchase or resell any capacity or energy under this RfS.

b) With increasing renewable energy penetration and the corresponding need for grid-scale energy storage, the APDISCOMs propose to procure storage capacity from commissioned Pumped Storage Projects (PSPs) on a medium-term basis through tariff-based competitive bidding. The Andhra Pradesh Power Coordination Committee (APPCC), acting for and on behalf of the APDISCOMs, is undertaking procurement of Energy Storage Capacity from eligible Pumped Storage Projects having untied capacity for a period of five (5) years on a medium-term basis through a transparent and competitive bidding process under Section 63 of the Electricity Act, 2003.

c) The increasing integration of renewable energy sources, particularly solar and wind, has created a growing requirement for energy storage capacity to address intermittency and variability in generation, meet peak demand, facilitate energy shifting from periods of surplus availability to periods of system requirement, and enhance overall grid flexibility and reliability. This procurement is intended to secure dependable storage capacity to meet the present and near-term requirements of the APDISCOMs and shall serve as an interim arrangement pending the operationalization of long-term energy storage initiatives being pursued by the State.

d) Brief particulars of the requirement are as follow:-

Capacity Required (MW)	Minimum Capacity (MW)	Committed Availability Date (CAD)	Period of Supply
500	50	Commissioned Capacity: 1st January 2027. Balance Capacity (Part-Commissioned PSP only): 1st April 2027, or actual date of supply, whichever is earlier.	5 years from 1st January 2027 with a common Expiry Date for all capacity, extendable by up to 2 years by mutual agreement

2.2 About the Project

a) This Tender has been prepared in accordance with the guidelines issued by the Ministry of Power for procurement of energy storage, and the Guidelines for Tariff Based Competitive Bidding, together with amendments and clarifications issued up to the Bid Due Date.

b) The Bidder/s selected by APPCC pursuant to this Tender shall provide Energy Storage Capacity from eligible PSP/s on a Finance-Own-Operate (FOO) basis, located anywhere in India, for an

aggregate Contracted Storage Capacity of 500 MW, in accordance with the provisions of this Tender Document.

c) The Project will result in making available firm, dispatchable capacity to meet the demand pattern of the Procurer, thereby strengthening the power supply capability and power system stabilization measures of the Procurer.

d) The Procurer shall enter into a PHSPA with the Successful Bidder/s for the Contracted Storage Capacity for a period of 5 (five) years from 1st January 2027 extendable by up to 2 (two) years by mutual agreement on the same terms and conditions, ending on the Expiry Date, based on the terms, conditions and provisions of this Tender Document.

e) Under this Tender, the Procurer shall be responsible for making available the charging power required up to the extent of the declared Cycle Loss at the Delivery Point for the scheduled dispatch, and the cost of such input energy shall be borne by the Procurer. A minimum of 51% (fifty-one percent) of the input energy on an annual basis shall be sourced from Renewable Energy sources.

2.3 Salient Features of the Tender

a) The Bidder/s shall submit a single Bid (single application) irrespective of the number of Projects and/or the number of locations for the total quoted capacity. For instance, if a Bidder wishes to bid for 10 (ten) PSP/s of 50 MW each located at ten different locations under this Tender, the Bidder shall quote a single Annual Fixed Charge (the "Quoted AFC", expressed in INR/MW/Annum) for all ten Projects. Submission of multiple AFC values for different Projects by the same company shall result in rejection of its Bid.

b) The Procurer shall provide the Generator/s with sufficient hours for charging operations based on grid operating conditions.

c) **Minimum Bid Capacity**: the Bidder/s must quote a minimum capacity of 50 MW from a single location.

d) **Multiple locations**: a Bidder may quote from Projects located at multiple locations, subject to

(i) each location being a minimum of 50 MW, and

(ii) a single Price Bid for all locations.

e) **Maximum Bid Capacity**: the Bidder/s may quote capacity not exceeding 500 MW.

f) **Location and connectivity**: the Bidder/s may offer a Bid from an eligible PSP located anywhere in India, chosen by the Bidder at its own discretion, cost, risk and responsibility, having valid connectivity either from CTU or STU and General Network Access (GNA) granted by the CTU for the quantum bid.

   i. For the purpose of charging (pumping) and discharging (generation) operations, the same ISTS connectivity and GNA shall be utilised for both drawal and injection of power, in accordance with the CERC (Connectivity and General Network Access to the Inter-State Transmission System) Regulations and subsequent amendments. Where the existing GNA covers only injection, the Bidder shall obtain the necessary amendment from the CTU to include drawal rights for charging prior to the Supply Start Date of the Commissioned Capacity.

   ii. All expenses, including connectivity charges and losses up to the Delivery Point, shall be borne by the Bidder/s without any liability of reimbursement by the Procurer. The entire cost of transmission, including SLDC/scheduling and operating charges, maintenance and losses, and any other charges from the Project up to and including the Inter-Connection Point, shall be borne by the Bidder/s, both for charging and for discharging.

iii. Charges and losses from the Delivery Point up to the Procurer's end shall be borne by the Procurer. Applicability of ISTS charges and losses on charging (pumping) and discharging (generation) power shall be governed by the extant regulations.

g) **Award criteria**: selection of the Generator/s shall be through a competitive bidding process based on the **Lowest Total Annual Storage Cost** discovered during the e-Reverse Auction, which shall be the combination of the parameters below:

i. Component A: Annual Fixed Charge (AFC); and

ii. Component B: Annual Cycle Loss (CL).

Note: In respect of projects connected to the ISTS network, the applicable ISTS transmission losses for Andhra Pradesh up to the state periphery, shall be taken into account during the evaluation process.

h) **Tenure of the PHSPA**: the Procurer shall enter into the PHSPA with the Successful Bidder/s for the respective Contracted Storage Capacity at the Delivery Point, from the Effective Date to the Expiry Date, being a period of 5 (five) years, extendable by up to 2 (two) years by mutual agreement on the same terms and conditions, ending on the Expiry Date.

i) Input energy for charging shall be provided by the Procurer free of cost to the Generator/s at the Delivery Point, up to the extent of the declared Cycle Loss. The Procurer shall ensure that a minimum of 51% of the input energy on an annual basis is sourced from Renewable Energy sources.. Deviation charges for charging (pumping) and discharging (generation), if any, shall be borne by the Generator in accordance with the applicable CERC (Deviation Settlement Mechanism and Related Matters) Regulations, as amended from time to time

j) **Status of PSP/s**: subject to meeting the eligibility criteria, Bidder/s may quote from Fully Commissioned PSP/s with untied capacity commissioned prior to the Bid Due Date, or from eligible Part-Commissioned PSP/s in accordance with Clause 2.6.

k) Capacity allocation shall be on a bucket-filling basis, in accordance with Clause 6.11.

l) **Alternate PSPs**: the Successful Bidder may offer storage capacity from a PSP other than the PSP/s specified in its Bid during the supply period, subject to the prior approval of the Procurer and to such terms and conditions as the Procurer may determine, in accordance with Clause 2.15(f).

m) **Schedule of the Bid Process**: APPCC shall endeavour to adhere to the following schedule.

S. No.	Event Description	Date and Time
1	Date and time of start of e-Tender stage	24/09/2026 and 17:00 Hours
2	Last date and time for receiving queries on the Tender Document	29/09/2026 and 17:00 Hours
3	Pre-bid meeting	29/09/2026 and 11:00 Hours
4	APPCC response to queries latest by	05/10/2026 and 15:00 Hours
5	Last date and time of submission of Techno-Commercial Bid and Price Bid (Bid Due Date)	12/10/2026 and 15:00 Hours
6	Opening of Techno-Commercial Bid	13/10/2026 and 15:00 Hours

S. No.	Event Description	Date and Time
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 PHSPA	Within 60 days after issuance of the LOA

2.4 Project Capacity

a) The Successful Bidder/s shall be required to provide the Energy Storage Capacity quoted by it from a Fully Commissioned PSP or an eligible Part-Commissioned PSP and shall sign the PHSPA with the Procurer. The PSP shall ensure a cumulative discharge capability of up to 8 (eight) hours per day, with the PSP being capable of a maximum continuous discharge of 6 (six) hours. The fast transition between operating modes shall be 7 – 15 minutes, with a minimum discharge as per the minimum rated capacity of the generating unit(s) in any block.

b) **Minimum capacity**: the PSP unit shall be of a minimum of 50 MW capacity at a single location.

c) **Total capacity**: the total capacity to be allocated under this Tender shall be 500 MW.

d) 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.

e) **Usage in cycle**: the Procurer shall have the right to schedule the discharge of the PSP at its sole discretion, in any number of discharges within the daily cumulative limit of 8 hours, provided that adequate charging power has been made available by the Procurer prior to such discharge(s), and subject to the provision of adequate transition time between generation and pumping modes as specified in this Tender Document.

2.5 Selection of Technology

a) Under this Tender, the Bidder/s have the flexibility to choose the type and power rating of the various equipment of the Pumped Storage Project, depending on project layout, operating water levels, storage capacity of reservoirs, long-term flow availability data, the selected turbo-generating equipment type and its parameters, and other relevant parameters.

b) The Bidder/s shall be responsible for discharge of up to 8 (eight) hours per day, with a maximum continuous discharge of 6 (six) hours, at any time of day as specified in the dispatch schedule issued by APSLDC. APSLDC shall take dynamic decisions depending upon grid conditions and the PSP's state of charge for the available quantum of power required for charging (pumping) and discharging

(generation). APSLDC shall provide the discharge schedule to the PSP as per system requirement, with an assured minimum continuous discharge schedule of 1 (one) hour.

2.6 Eligible Pumped Storage Projects

a) Projects with untied capacity shall be considered, subject to the condition that such Projects are not already committed under any other Central or State scheme and do not carry any conflicting obligations.

b) 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.

c) A Part-Commissioned PSP shall mean a Project in respect of which:

   i. a portion of the capacity (the "Commissioned Capacity") has achieved COD as on the Bid Due Date and is capable of being made available to the Procurer; and

   ii. the remaining portion of the capacity (the "Balance Capacity") has not achieved COD as on the Bid Due Date and shall be commissioned by the Generator on or before its CAD, being 1st April 2027, such that the full Contracted Storage Capacity is made available to the Procurer within the stipulated period.

d) A Bidder offering capacity from a Part-Commissioned PSP shall clearly specify in its Bid, in the format at ANNEX-VII:

   i. the total Project capacity;

   ii. the capacity already commissioned;

   iii. the Contracted Storage Capacity offered;

   iv. the Balance Capacity proposed to be commissioned; and

   v. confirmation that the Balance Capacity shall be commissioned and made available on or before 1st April 2027, together with its expected COD.

e) The CAD for the Balance Capacity shall be 1st April 2027. The Balance Capacity shall be commissioned and made available on or before its CAD, failing which Clause 2.15(g) and the corresponding Articles of the PHSPA shall apply. Supply of the Balance Capacity shall end on the common Expiry Date.

f) 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.

g) 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 or RLDC concerned, as applicable. In the absence of such arrangement, the entire installed capacity of the Project shall be offered.

h) The Generator shall establish separate metering at the Project for the commissioned capacity offered, to the satisfaction of the SLDC, before the Supply Start Date.

i) If it is found at any stage that the Contracted Storage Capacity has been so tied up, the same shall be an event of default of Bidder and the Bid Security or Performance Security, as applicable shall be encashed.

2.7 Maximum Eligibility for Capacity Allocation to a Bidder

For the purpose of bidding, the Contracted Storage Capacity shall refer to the Pumped Storage Project capacity (MW) quoted by the Bidder/s.

a) A Bidder may submit a single Bid with a minimum of 50 MW and a maximum of 500 MW.

b) The total capacity to be allocated to a Bidder shall not exceed 500 MW. The capacity of a single Project shall range between 50 MW and 500 MW. However, as a bucket-filling methodology is to be adopted, the last contracted capacity may be less than 50 MW.

c) Multiple Bid/s from the same company, including its Parent, Ultimate Parent, Affiliates or Group Companies, shall render all Bid/s submitted by the group invalid.

d) The evaluation of Bid/s shall be carried out as described in Clause 6.1 to 6.7 and shortlisting, e-Reverse Auction and allocation of capacity as per Clauses 6.8 to 6.11.

2.8 Project Location

The PSP/s may be located anywhere in India. The Project location chosen by the Bidder/s shall be at its own discretion, cost, risk and responsibility. However, the Project location should be chosen having regard to the provisions of Clause 2.14 of this Tender Document.

2.9 Price Bid and its Evaluation

a) The selection of Bidder/s under this Tender shall be based on the **Lowest Total Annual Storage Cost** discovered through the e-Reverse Auction, which shall be the combination of the parameters below:

   i. **Component A**: Annual Fixed Charge (AFC); and

   ii. **Component B**: Annual Cycle Loss (CL).

b) The Bidder/s shall quote the Total Annual Storage Cost (expressed in INR/MW/Annum) and the AFC (expressed in INR/MW/Annum), and shall declare the Cycle Loss (expressed in %) of the Projects at the time of submission of its response to this Tender. The declared Cycle Loss shall remain constant during the entire Term of the PHSPA.

c) The Bidder/s shall compute the Total Annual Storage Cost, which is the combination of the AFC and the Cycle Loss, as per the formula below:

   Total Annual Storage Cost = Annual Fixed Charge + (Annual Fixed Charge × Cycle Loss %)

   For illustration: if a Bidder declares a Cycle Loss of 10% for a Contracted Storage Capacity of 500 MW, with an Annual Fixed Charge of INR 3,00,000/MW/Annum, then the Total Annual Storage Cost computed as per the above formula shall be INR 3,30,000/MW/Annum.

d) The declared Cycle Loss shall serve as a benchmark for the Generator's future performance. The declared Annual Cycle Loss for the Project shall remain unchanged for the entire Term of the PHSPA.

e) The quoted AFC shall be expressed in INR/MW/Annum up to a maximum of 2 (two) decimal places. GST and any other taxes, duties and charges applicable to such Projects shall be payable as per applicable law. The Monthly Fixed Charge (MFC), which will be charged to the Procurer, shall be calculated as the Annual Fixed Charge (AFC) divided by twelve (12).

f) The Bidder/s undertake to provide the Contracted Storage Capacity to the Procurer, and the Procurer undertakes to pay the MFC after adjusting the Cycle Loss from the Total Annual Storage Cost discovered during the e-Reverse Auction process for the Contracted Storage Capacity at the Delivery Point, for the entire Term of the PHSPA.

g) The Procurer shall enter into the PHSPA with the Successful Bidder/s for a period of 5 (five) years. Any fiscal incentives, such as concessional customs duties, tax holidays, viability gap funding and the like, available for such Projects during their operational period shall be passed on to the Procurer.

h) Adoption of tariff by the Hon'ble APERC under Section 63 of the Electricity Act, 2003 is an activity of the Procurer / State. The Successful Bidder/s shall furnish all necessary and requisite documents required to be submitted to the Hon'ble APERC for adoption of tariff under Section 63 of the Electricity Act, 2003, including the documents relating to ISTS connectivity and charges, where applicable.

2.10 Cycle Loss

a) The Bidder/s shall declare the Cycle Loss (expressed in %, rounded to 2 decimal places) of the Projects in accordance with the format prescribed at ANNEX-VIII: Format for Cycle Loss.

b) The declared Cycle Loss shall serve as a benchmark for the Generator's future performance. The declared Annual Cycle Loss for the Project shall remain unchanged for the entire Term of the PHSPA.

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) The adjusted MFC payable to the Generator on account of a Cycle Loss higher than the declared Cycle Loss shall be computed as follows:

Adjusted MFC = MFC − [(Input Energy at Actual RtE − Input Energy at RtE calculated on the declared Cycle Loss) × Additional Input Energy Charges]

The Additional Input Energy Charges shall be as set out below:

Cycle Loss deviation from declared Cycle Loss	**Excess Input Energy to be billed at**
≤ 10%	1.5 × simple average of the MCP of the DAM for the relevant month
> 10%	2 × simple average of the MCP of the DAM for the relevant month

Where,

- Cycle Loss Deviation (%) = Actual Cycle Loss in a month (%) − Declared Cycle Loss (%).

Illustration: if the declared Cycle Loss is 20% and the actual Cycle Loss is 25%, the applicable amount on the 5% (i.e. 25% − 20%) additional input energy shall be billed to and recovered from the Generator at 1.5 times the simple average of the MCP of the DAM discovered during that month.

S. No.	**Particulars**	**Unit**	**Legend**	**Amount**
1	Declared Cycle Loss	%	A	20
2	Monthly output	MWh	B	60,000
3	Input energy required at declared Cycle Loss	MWh	C = B/(1−A)	75,000

S. No.	Particulars	Unit	Legend	Amount
4	Actual monthly Cycle Loss	%	D	25
5	Actual input energy required	MWh	E = B/(1−D)	80,000
6	Excess input energy required	MWh	F = E − C	5,000
7	Simple average MCP of the DAM	INR/kWh	G	4.50 (illustrative)
8	Additional input energy charges	INR/kWh	H = G × 1.5	6.75
9	MFC for the month	INR	I	40,00,00,000 (illustrative)
10	Adjusted MFC	INR	J = I − (H × F × 1000)	36,62,50,000

e) No adjustment to the MFC shall apply if the actual Cycle Loss is lower than the declared Cycle Loss.

f) The Bidder/s agree that the methodology specified above for calculation of liquidated damages payable by the Bidder/s, in the event that the actual Cycle Loss is higher than the declared Cycle Loss, is a genuine and accurate pre-estimation of the actual loss that will be suffered by the Procurer.

g) The overall efficiency of the Pumped Storage Project generating units shall not be less than 75% at any point of time.

h) The actual Cycle Loss of the Pumped Storage Project shall not exceed 25%. In the event that the actual Cycle Loss during any month exceeds 25%, no Monthly Fixed Charge shall be payable by the Procurer to the Generator for that month.

2.11 Target Annual Availability

The Generator shall ensure a minimum Annual Availability of 90% in each Contract Year. 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 tranche, with the number of days in the Contract Year taken as the days from its Supply Start Date.

Annual Availability shall be computed as follows:

Annual Availability = (Sum of all 15-minute time-block Declared Availability in the Contract Year) ÷ (Contracted Capacity × 96 × (number of days in the Contract Year − number of days affected by Scheduled Maintenance, Grid Constraints and Force Majeure))

Illustrative computation of PSP Annual Availability:

Parameter	Legend	Value
Contracted Capacity (MW)	A	500
Days in Contract Year	B	365

Parameter	Legend	Value
Blocks per day (15-minute)	C	96
Declared availability (300 days at 500 MW)	D = 300 × 500 × C	1,44,00,000 MW-block
Declared availability (50 days at 400 MW)	E = 50 × 400 × C	19,20,000 MW-block
Declared availability (5 days at 250 MW)	F = 5 × 250 × C	1,20,000 MW-block
Total declared availability	G = D + E + F	1,64,40,000 MW-block
Maximum possible availability (excluding I days)	H = A × (B − I) × C	1,70,40,000 MW-block
Excluded days (maintenance + grid + force majeure)	I	10
Availability ratio	K = (G/H) × 100	96.48%
Final Annual Availability	K	96.48%

2.12 Penalty for Deviation from Target Annual Availability

From the Supply Start Date of each tranche of capacity, if the Annual Availability demonstrated by the PSP at the end of a Contract Year is less than 90%, the Generator shall be liable to pay a penalty to the Procurer, computed as follows and pro-rated for any partial Contract Year:

Penalty (Availability) = 1.5 × AFC (INR/MW/Annum) × PSP Capacity (MW) × (90 − Actual Availability in %) / 100

Illustrative example:

Description	Legend	Units	Value
Quoted AFC	A	INR/MW/Annum	20,00,000
Total awarded capacity	B	MW	200
Minimum (target) Availability	C	%	90.0%
Actual Availability	D	%	85.0%
Availability shortfall	E = C − D	percentage points	5
Penalty = 1.5 × A × B × E / 100	F	INR	3,00,00,000

2.13 Billing and Payment

a) The Monthly Fixed Charge shall be payable in respect of each tranche of capacity from its Supply Start Date until the Expiry Date, pro-rated for any part month. Commencing from the month following the month in which the first Supply Start Date occurs, the Generator shall, by the 5th (fifth) day of each succeeding month (or, if such day is not a Business Day, the immediately following Business Day), submit to the Procurer an invoice in the agreed form (the "Monthly

Invoice"), signed by the authorised signatory of the Generator, setting out the computation of the Monthly Fixed Charge payable by the Procurer to the Generator in respect of the immediately preceding month in accordance with the provisions of the PHSPA.

b) The Procurer shall, within 45 (forty five) days of receipt of a Monthly Invoice, make payment of the amount claimed directly, through electronic transfer, to the nominated bank account of the Generator, save and except any amounts which it determines as not payable or disputed (the "Disputed Amounts").

c) All damages and any other amounts due and payable by the Generator in accordance with the provisions of the PHSPA may be deducted from the amounts due and payable to the Generator; and in the event that the deductions exceed the amount payable in that month, the balance remaining shall be deducted from the amount due and payable to the Generator for the immediately following month.

2.13.1 Disputed Amounts

a) The Procurer shall, within 30 (thirty) days of receiving an invoice, notify the Generator of the Disputed Amounts, with particulars thereof. Within 7 (seven) days of receiving such notice, the Generator shall present any information or evidence as may reasonably be required for determining whether such Disputed Amounts are payable. The Procurer may, if necessary, meet a representative of the Generator to resolve the dispute; and in the event that the dispute is not resolved amicably, the Dispute Resolution Procedure under the PHSPA shall apply. For the avoidance of doubt, even if a dispute is resolved amicably, any amount paid after the Payment Due Date shall be deemed a delayed payment for the purposes of payment of interest thereon, and the provisions of the applicable rules issued by the Ministry of Power, as amended from time to time, shall apply to such delayed payments. The Procurer shall be entitled to raise a dispute regarding any Disputed Amounts, whether due or already paid, at any time.

b) If any amount is payable by either Party to the other upon determination of a dispute regarding any Disputed Amount under the Dispute Resolution Procedure, such amount shall be deemed to have been payable on the date when it first became due under the PHSPA, and the provisions of the applicable rules issued by the Ministry of Power, as amended from time to time, shall apply to such amounts.

2.13.2 Discount on Early Payment

The Parties expressly agree that in the event the Procurer pays the billed amount within the periods specified below, it shall be entitled to deduct the specified percentage of the amount by way of a rebate for early payment, in line with the CERC (Sharing of Inter-State Transmission Charges and Losses) Regulations, 2020:

i. up to 5 working days from the date of submission of the invoice – 2%;

ii. up to 30 working days from the date of submission of the invoice – 1.5%;

The counting of days shall be exclusive of the day of submission of the invoice.

2.14 Connectivity

a) The point of delivery of power during generation mode and the point of drawl of charging energy shall be the Delivery Point.

b) The Bidder/s may connect the PSP at CTU or STU level:

i. The Bidder/s shall identify the nearest CTU/STU point for connectivity and shall follow the detailed connectivity procedure and regulations issued by CERC (as amended from time to time) and by the concerned SERC (as amended from time to time), if applicable.

ii. All charges and losses, including ISTS connectivity charges, applicable transmission charges and losses, and scheduling/RLDC charges up to the Delivery Point, shall be borne by the Bidder/s.

iii. All expenses, including connectivity charges, wheeling charges and losses between the plant ex-bus and the Delivery Point, shall be to the account of the Successful Bidder/s without any reimbursement by the Procurer.

c) Reactive power charges as per CERC/APERC regulations, as applicable, shall be payable by the Bidder/s in accordance with the provisions of the PHSPA.

d) The metering arrangement of each Project shall be in line with the relevant clauses of the PHSPA and the applicable CEA/CERC/APERC/SLDC requirements.

e) The Procurer shall be responsible for all transmission charges and losses and any other charges applicable under the respective regulations beyond the Delivery Point.

2.15 Commercial Operation and Availability of Capacity

a) For Commissioned Capacity, the COD shall be the date recorded in the commissioning certificate or trial operation certificate issued by the competent authority, which shall be submitted with the Bid. The Generator shall complete all synchronisation and scheduling arrangements with the concerned SLDC/RLDC and make the Commissioned Capacity available for scheduling and dispatch from its Supply Start Date.

b) For Balance Capacity, the COD shall be deemed achieved on submission to the Procurer of the commissioning certificate or trial operation certificate issued by the competent authority, together with evidence of synchronisation with the concerned SLDC/RLDC. The Balance Capacity shall achieve COD and be made available for scheduling and dispatch on or before its CAD.

c) Part-commissioning of a Project shall mean that all equipment corresponding to the part capacity has been installed and commissioned and that the corresponding energy has flowed into the grid, subsequent to approval from the concerned authority.

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 to the Procurer at the same charges as per the terms of the PHSPA. The Generator shall bear all applicable charges and losses up to the Delivery Point, including ISTS/STU transmission charges, transmission losses, open access charges, scheduling charges, deviation charges and any other statutory or regulatory charges.

e) Intentionally left blank.

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 from which the service is supplied shall be permitted only upon prior approval of the Procurer, and shall be subject to such terms and conditions as the Procurer may determine. Only after obtaining such approval may the Generator raise the invoice for the Monthly Fixed Charge on the alternate PSP entity supplying the storage service. 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.

g) If the Generator fails to make any part of the Contracted Storage Capacity, whether Commissioned Capacity or Balance Capacity (the "Delayed Capacity"), available for scheduling and dispatch on or before its CAD, other than by reason of a Force Majeure Event or a Procurer Event of Default, the Generator shall be liable for Liquidated Damages as follows, with days of delay counted from the later of the CAD and the Effective Date. No Liquidated Damages shall accrue in respect of any period before the Effective Date.

(i) for a delay of up to 60 (sixty) days: LD = Performance Security × (Delayed Capacity ÷ Contracted Storage Capacity) × (days of delay ÷ 60), recoverable by encashment of the Performance Security;

(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. The Procurer may further, at its option, reduce the Contracted Storage Capacity by the Delayed Capacity or terminate the PHSPA in respect of such capacity, without prejudice to any other right or remedy available to it.

Illustration: Contracted Storage Capacity of 200 MW, of which 50 MW is delayed.

Delay of 10 days: LD = Performance Security × (50/200) × (10/60).

Delay beyond 60 days: LD = Performance Security × (50/200) × (60/60) + 3 × MFC (INR/MW/Month) × 50 MW.

h) Procurer may, in addition, claim penalties and consequential damages available under law.

i) Where any capacity achieves COD, or is otherwise ready for scheduling and dispatch, before its Supply Start Date, the Procurer may, by not less than 7 (seven) days' written notice to the Generator, elect to schedule such capacity from a date specified in the notice, being a date on or after the Effective Date (the "Early Scheduling Date"). Save as aforesaid, no deemed availability, deemed dispatch, deemed generation, Monthly Fixed Charge or other compensation shall be payable on account of early COD or early readiness of any capacity.

j) Planned maintenance or reservoir shutdowns shall be notified 15 (fifteen) days in advance to the Procurer and to APSLDC. Annual outage shall not exceed 15 (fifteen) days cumulatively per Contract Year.

2.16 Project Agreements

a) Under the Project Agreements, the Bidder/s shall enter into the PHSPA with the Procurer. The tenure of the PHSPA shall be 5 (five) years from 1st January 2027 , extendable by up to 2 (two) years by mutual agreement on the same terms and conditions.

b) The above agreements shall form part of the Tender Document and shall be executed as per Clause 6.14 of this Tender.

2.17 Approvals and Clearances

a) The Bidder shall ensure that all operational, environmental and water-use clearances remain valid and in force for the Contract Period.

2.18 Technical and Regulatory Requirements to be Followed

The Generator/s shall comply with all provisions, and subsequent amendments, of:

a) CEA (Technical Standards for Connectivity to the Grid) Regulations, 2007;

b) CEA (Technical Standards for Construction of Electrical Plants and Electric Lines) Regulations, 2010;

c) CEA (Grid Standards) Regulations, 2010;

d) CEA (Safety Requirements for Construction, Operation and Maintenance of Electrical Plants and Electric Lines) Regulations, 2011;

e) CEA (Measures relating to Safety and Electric Supply) Regulations, 2010;

f) CEA (Installation and Operation of Meters) Regulations, 2006;

g) IEGC, 2023;

h) CEA (Technical Standards for Communication System in Power System Operations) Regulations, 2020;

i) CERC (Communication System for Inter-State Transmission of Electricity) Regulations, 2017, and the APERC (Grid Connectivity and Intra-State Open Access) Regulations, as amended from time to time;

j) MNRE/MoP guidelines, office memoranda, advisories and clarifications; and

k) any other applicable standard or regulation applicable to Pumped Storage Projects.

2.19 Codes and Standards Applicable to the PSP

a) System testing and commissioning: existing systems shall comply with the codes as applicable at their date of commissioning and with the relevant O&M guidelines.

b) Other sub-systems and components used in the PSP shall conform to the relevant international and national standards for electrical safety, to ensure the expected service life and weather resistance.

c) Warranty: the Generator shall maintain the PSP so as to ensure the minimum technical performance and Annual Availability of 90% as per Clause 2.11.

d) The energy storage solution offered by the Bidder/s shall conform to the following technical specifications and requirements:

   i. charging (pumping) and discharging (generation) as provided under this Tender, being a cumulative discharge of up to 8 hours per day with a maximum continuous discharge of 6 hours. The fast transition between operating modes shall be 7 – 15 minutes, with a minimum discharge as per the minimum rated capacity of the generating unit(s) in any block;

   ii. Cycle Loss not exceeding 25%, inclusive of all losses up to the metering point, with metering at the ISTS/In.STS injection and drawl point as per CEA metering regulations;

   iii. maximum ramp-up and ramp-down response time as per applicable rules, regulations and codes (Fast transition in turbine power –(min-Full load)/(Full-min. load) shall be <60s. Limited by hydraulics transient);

   iv. Automatic Generation Control (AGC) functionality; and

   v. the Bidder/s shall indicate the location of the storage plant at the time of submission of the Bid.

2.20 Performance Monitoring

a) The Generator/s shall install the necessary equipment to continuously measure PSP operating parameters (including but not limited to voltage and current), as well as energy input into and energy output from the PSP, together with the metering arrangement, in accordance with extant regulations. The Generator shall submit this real-time data to the Procurer online and by way of a report on a monthly basis for the entire Contract Period.

b) All data shall be made available as mentioned above for the entire duration of the Contract Period.

c) The PSP SCADA shall be compatible with the RLDC and APSLDC SCADA systems (as upgraded from time to time). All real-time online data shall be accessible to the RLDC, APSLDC and the Procurer. Time-series data shall be available from the Project SCADA system for monitoring and to facilitate daily, monthly and annual performance reports.

d) Web-based monitoring shall be available and shall not be machine dependent. The web-based monitoring shall provide the same screens as are available in the plant, and it shall be possible to download reports from a remote web client in PDF or Excel format.

3. BID PROCESS

3.1 Description of the Bid Process

Interested Bidders shall register on the ISN-ETS portal. A Bidder shall be eligible to submit its Bid only after downloading the official copy of the Tender Document from the ISN-ETS portal after logging in. It is the sole responsibility of the Bidder to familiarise itself with the portal procedures. APPCC shall not be responsible for any failure of, or delay in, uploading or submission of a Bid on the portal. In order to select the Successful Bidder/s, APPCC shall follow a single-stage, two-envelope sealed bid process on the proposal submitted by the Bidder/s, comprising a Techno-Commercial Bid and a Price Bid, followed by an e-Reverse Auction process.

3.2 Techno-Commercial Bid

a) 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.

b) The Bidder/s shall submit a proposal consisting of two (2) envelopes: (a) the Techno-Commercial Bid as described in Clause 5.8; and (b) the Price Bid as described in Clause 5.9. The Techno-Commercial Bid shall be opened first and a determination of responsiveness shall be made in accordance with Clause 6.1. Bidder/s who meet the Technical Capacity and Financial Capacity requirements of this Tender and are found responsive in terms of the Techno-Commercial Bid shall be termed Techno-Commercially qualified Bidder/s (the "Eligible Bidder/s").

c) Subject to Clause 6.1, APPCC will examine all documents submitted by the Bidder/s and ascertain whether the eligibility conditions prescribed in this Tender have been met. During the examination of the Bid/s, APPCC may seek clarifications or additional documents from the Bidder/s if required to satisfy itself that the eligibility conditions are met. Bidder/s shall respond to any clarification or request for additional documents within 7 (seven) working days from the date of such intimation. All correspondence in this regard shall be made through email and the ISN-ETS portal only. It shall be the responsibility of the Bidder/s to ensure that the email address of its authorised signatory is functional. The Bidder/s may provide an additional email address of the authorised signatory in the covering letter. No reminders shall be sent. It shall be the sole responsibility of the Bidder/s to remove all discrepancies and furnish additional documents as requested, and APPCC shall not be responsible for rejection of any Bid on account of the above.

3.3 Price Bid Opening

APPCC shall open the Price Bid/s of the Techno-Commercially qualified Bidder/s only, and determine their responsiveness in accordance with Clause 6.7 in order to identify the Eligible Bidder/s. The Eligible Bidder/s may participate in the e-Reverse Auction process as per the provisions of Clause 6.8 and 6.9.

3.4 e-Reverse Auction Process

a) The Eligible Bidder/s shall participate in the e-Reverse Auction process in accordance with Clause 6.8 & 6.9. The Successful Bidder/s shall be selected as per the provisions of Clause 6.11.

b) For conducting electronic tendering, APPCC has adopted the ISN-ETS portal (Bharat Electronic Tender Portal), a secure and user-friendly e-tender system enabling Bidder/s to search, view and download tender documents directly from the portal.

c) To use the ISN-ETS portal, Bidder/s are required to register on the portal.

d) Interested Bidder/s must procure a relevant Digital Signature Certificate (DSC) before registering on the portal.

e) After registering, Bidder/s must create the requisite user accounts and assign roles on the portal as per the portal's procedures.

f) For this Tender, the Bidder/s shall assign the relevant tender reference to the designated user or department within the Bidder's organisation.

g) Bidder/s shall download the official copy of the Tender Document and other documents after logging into the portal. If the official copy is not downloaded from the portal within the specified period, the Bidder/s will not be able to participate in the Tender.

h) To minimise difficulties during use of the portal (including the registration process), users should peruse the instructions given in the portal's user-guidance section, including instructions for timely registration, essential computer security settings and functionality checks.

i) For any assistance, Bidder/s may contact the ISN-ETS portal helpdesk at the contact details notified on the portal, or the point of contact identified in the Bid Information Sheet.

3.5 Eligibility of Bidder/s

3.5.1 Nature of Bidding Entity

a) 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.

b) 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.

3.5.2 General Conditions of Eligibility

The Bidder shall satisfy the following general eligibility conditions to participate in this Tender:

a) 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.

b) 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.

c) 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.

d) The Bidder shall not be debarred, blacklisted or declared ineligible by any Central Government department, State Government department, public sector undertaking or regulatory authority in India as on the date of Bid submission.

e) The Bidder shall not have any willful default or outstanding dues to any electricity utility, transmission licensee or financial institution in India as on the Bid Due Date.

f) The Bidder shall not have had any contract terminated for default or non-performance by any Government entity or utility in India during the three (3) years immediately preceding the Bid Due Date.

g) APPCC reserves the right to seek information and evidence from the Bidder/s regarding their continued eligibility at any time during the Bid Process, and each Bidder undertakes to provide all information and evidence requested by APPCC until the expiry of the 5 (five) year Contract Period.

3.6 Clarifications on Bid Documents and Pre-Bid Meetings

3.6.1 Clarifications and Queries

a) If a Bidder requires any clarification on, or has any query in relation to, the Tender Document, it shall submit such query or request for clarification to APPCC by email to the address notified in the Bid Information Sheet, on or before the timeline mentioned in the NIT, in the format below. Bidder/s are required to submit queries in Microsoft Word format as well.

S. No.	Clause no. of Tender	Provision of Tender	Query of Bidder/s

b) APPCC shall make reasonable efforts to respond to queries or requests for clarification, on a non-attributed basis, at the earliest. However, APPCC reserves the right not to respond to any query or provide any clarification, at its sole discretion.

c) APPCC may, of its own motion and if deemed necessary, issue clarifications to all Bidder/s.

d) APPCC shall respond to Bidder/s' queries and clarifications through the ISN-ETS portal. It shall be the responsibility of the Bidder/s to visit the portal regularly and keep themselves updated regarding any addendum, corrigendum or clarification issued by APPCC from time to time.

e) Verbal clarifications and information given by APPCC or by any other person for or on its behalf shall not in any way be binding on APPCC.

3.6.2 Pre-Bid Meeting

a) Pre-bid meetings shall be conducted either through an online platform or physically, based on prevailing circumstances.

b) All Bidder/s are invited to attend the pre-bid meeting on the date, time and at the place mentioned in the NIT or on the ISN-ETS portal. The purpose of the pre-bid meeting is to share clarifications and answer questions on any matter relating to the Tender Document, the Bid Process and the Projects.

c) All Bidder/s may nominate up to two (2) authorised representatives to participate in the pre-bid meeting, by confirming their participation at least 2 (two) days prior to the meeting by email to the address notified in the Bid Information Sheet.

d) Notwithstanding the above, during the course of the pre-bid meeting all Bidder/s shall be free to seek clarifications and make suggestions to APPCC.

e) Non-attendance at the pre-bid meeting shall not be a cause for disqualification of any Bidder from participating in the Bid Process.

3.7 Amendment and Corrigendum to Bid Documents

3.7.1 Issuance of Amendment and Corrigendum

a) APPCC may, for any reason, whether on its own initiative or in response to a query raised or clarification requested by a Bidder in writing or at the pre-bid meeting, amend the Tender Document by issuing an addendum or corrigendum at any time before the Bid Due Date.

b) All addenda, corrigenda and clarifications in respect of this Tender shall be uploaded on the ISN-ETS portal. The Bidder/s shall check the portal regularly for addenda, corrigenda and clarifications.

c) The Bidder/s are required to read the Tender Document carefully, along with any addendum and corrigendum issued in accordance with this Clause 3.7.1.

d) Each addendum and corrigendum shall be binding on the Bidder/s, whether or not the Bidder/s convey their acceptance of it.

e) Verbal clarifications and information given by APPCC or by any other person for or on its behalf shall not in any way be binding on APPCC.

4. BID SECURITY

4.1 Bid Security

a) The Bidder shall furnish, as part of its Techno-Commercial Bid, a Bid Security ("Bid Security") equivalent to INR 5,00,000 (Indian Rupees Five Lakh only) per MW of the quoted capacity.

The Bidder/s shall submit the declaration of Bid Security in the format prescribed in this Tender Document as part of its response. By submitting this declaration, the Bidder accepts that if it withdraws or modifies its response during the Bid validity period, it will be suspended or barred from bidding in future tenders issued by APPCC/AP Power Utilities for a period of 2 (two) years from the date of default as notified by APPCC.

b) The Bid Security shall remain valid for a period of one hundred and twenty (120) days (the "Expiry Period") from the due date for online submission of the Techno-Commercial Bid and Price Bid, with an additional claim period of thirty (30) days from the end of the Expiry Period (the "Claim Period"), or for such extended period as may be mutually agreed between APPCC and the Bidder.

c) The Bidder/s shall provide the Bid Security in the form of a Demand Draft or Bank Guarantee, or Insurance Surety Bond issued by any General Insurance Company registered with IRDAI. The Bid Security shall be issued in the format set out in APPENDIX II-A & APPENDIX II-AA: Format of Bank Guarantee towards Bid Security & Insurance Surety Bond. In the event that the Bid Security has been issued by a foreign branch of a scheduled bank or nationalised bank, the same shall be endorsed by the Indian branch of the scheduled bank or nationalised bank, or by the State Bank of India.

d) If any Techno-Commercial Bid is not accompanied by a Bid Security, such Techno-Commercial Bid shall be rejected by APPCC as non-responsive.

e) Unless forfeited in accordance with sub-clause (h) below, the Bid Security of unsuccessful Bidder/s shall be returned by APPCC within fifteen (15) days from the date of issuance of the LOA to the Successful Bidder/s.

f) If a Bidder is declared a Successful Bidder, its Bid Security shall be returned upon submission of the Performance Security in the form of a demand draft or bank guarantee or insurance surety bond, in accordance with the timelines and provisions of the Project Agreements and Clause 6.13.

g) The Bidder/s, by submitting a Bid pursuant to this Tender, shall be deemed to have acknowledged and confirmed that APPCC will suffer loss and damage on account of withdrawal of its Bid, or on account of any default by the Bidder during the validity period of the Bid as set out in Clause 5.5, including a failure to extend the validity of the Bid Security.

h) The Bid Security 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 Tender Document and conducting the Bid Process, without prejudice to any other right or remedy available to APPCC hereunder or otherwise, under the following conditions:

   i. if a Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice as specified in Clause 7.5.3 of this Tender;

   ii. if, after the Bid Due Date, a Bidder withdraws its Bid during the Bid validity period, as extended from time to time;

   iii. if a Bidder is selected as a Successful Bidder and fails, within the specified time limit, to: (a) sign and return, as acknowledgement, the duplicate copy of the LOA; (b) fulfil any other condition precedent to the execution of the Project Agreements; (c) execute the Project Agreements; or (d) submit the requisite Performance Security.

5. PREPARATION OF BID/S

5.1 Number of Bids

a) Multiple Bids from the same company, including its Parent, Ultimate Parent, Affiliates or Group Companies, shall render all Bids submitted by the group invalid. No change in the ownership of the Project or in the controlling shareholding of the Generator shall be permitted from the Bid Due Date until the Expiry Date without the prior written consent of the Procurers, save where the Generator or its parent is a listed company.

b) A Bidder is permitted to submit only one (1) Bid for all the Projects. A Bidder who submits or participates in more than one (1) Bid shall cause all Bids with that Bidder's participation to be disqualified.

c) Subject to a Bidder demonstrating the requisite Technical Capacity and Financial Capacity in accordance with Clauses 6.3 and 6.4, there is no restriction on the maximum number of Projects from which a Bidder may bid in its Bid.

5.2 Cost of Bidding

The Bidder/s shall be responsible for all costs associated with the preparation of their Bid and their participation in the Bid Process. APPCC, the APDISCOMs and their respective employees and advisors shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bid Process.

5.3 Language of Bid and Correspondence

a) The Bid prepared by the Bidder/s and all correspondence and documents relating to the Bid exchanged between the Bidder/s and APPCC shall be in the English language only.

b) Any printed literature furnished by the Bidder/s may be in another language, provided that such literature is accompanied by a translation of its pertinent passages into English, in which case, for purposes of interpretation of the Bid, the English translation shall prevail. Translated literature shall be duly authenticated and notarised for a domestic Bidder. In the case of a foreign Bidder submitting documents in any language other than English, all such documents shall be translated into English by an approved translator and shall be consularised in the foreign Bidder's country. Supporting materials not translated into English may not be considered by APPCC.

5.4 Proposal Due Date

a) Online submission of the proposal shall be made on or before the Bid Due Date as mentioned in the NIT or on the portal, in accordance with Clause 5.7. Hard copies of the Bid required to be submitted offline, as specified in Clause 5.10, shall be submitted within the timelines mentioned in this Tender. If any proposal is received, either offline or online, after the specified time on the Bid Due Date, it shall be summarily rejected and shall not be opened by APPCC. In such cases, all documents submitted by a Bidder in hard copy shall be returned unopened.

b) APPCC may, at its discretion and for any reason, including to afford Bidder/s a reasonable time of at least 7 (seven) days to take an addendum into account in preparing the proposal, extend the Bid Due Date for all Bidders by issuing a corrigendum, in which case all rights and obligations of APPCC and the Bidder/s will thereafter be subject to the Bid Due Date as extended.

5.5 Validity of Bid/s

a) Each proposal shall be valid for a period of not less than one hundred and twenty (120) days from the original Bid Due Date.

b) In exceptional circumstances, prior to the expiry of the Bid validity period, APPCC may request Bidder/s to extend the Bid validity period. The request and the responses shall be made in writing. Bidder/s who agree to extend the Bid validity period shall also extend the validity of the Bid Security for an equivalent period. A Bidder may refuse to extend the Bid validity period without forfeiture of its Bid Security. An extension of the Bid validity period will not entitle a Bidder to modify its Bid.

5.6 Currency of Bid

All values in respect of the Annual Fixed Charge and the Total Annual Storage Cost in the proposal, including Bid/s submitted during the e-Reverse Auction process, shall be stated in Indian Rupees.

5.7 Online Submission of Techno-Commercial Bid and Price Bid

Each Bidder shall mandatorily submit its Bid electronically on the ISN-ETS portal, comprising the Techno-Commercial Bid and the Price Bid.

5.8 Techno-Commercial Bid

a) The Techno-Commercial Bid shall contain scanned copies of the documents set out below, in sequential order:

i. Letter of Bid, in the form set out in APPENDIX-I, together with ANNEX-I to ANNEX-VIII and supporting documents, providing all required information:

a. ANNEX-I: Details of Bidder/s — to be furnished in Microsoft Excel format only;

b. ANNEX-II: Certificate from Statutory Auditor;

c. ANNEX-III: Certificate of Anti-Collusion;

d. ANNEX-IV: Affidavit for Anti-Blacklisting;

e. ANNEX-V: Declaration of Shareholding Pattern;

f. ANNEX-VI: No Deviation Certificate;

g. ANNEX-VII: Format for Technical Criteria and Commissioning Status; and

h. ANNEX-VIII: Format for Cycle Loss.

ii. The Bidder/s shall declare the annual Cycle Loss of the Projects in the form set out in ANNEX-VIII.

iii. Certificate of commissioning / trial operation and operational status issued by a competent authority, confirming that the Pumped Storage Project (or, in the case of a Part-Commissioned PSP, the commissioned portion thereof) was commissioned and is operational prior to the Bid Due Date.

iv. In the case of a Part-Commissioned PSP, the declaration at ANNEX-VII setting out total Project capacity, commissioned capacity, Contracted Storage Capacity offered, Balance Capacity and the Committed Availability Date, together with supporting documentary evidence of the construction status of the Balance Capacity. Where part capacity of a Project is offered, documentary evidence of compliance with Clause 2.6(g).

v. Bid Security in the form set out in APPENDIX II-A or APPENDIX II-AA.

vi. Power of Attorney and Board Resolution in favour of the authorised signatory, in the form set out in APPENDIX-III.

vii. 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.

viii. Certificate from the Statutory Auditor or a Chartered Accountant in practice demonstrating compliance with the Financial Capacity requirement, in the form set out in APPENDIX-V,

supported by proof documents signed on the photocopies by the Statutory Auditor confirming verification. The proof documents include:

a. copy of consolidated or unconsolidated audited annual accounts for the year in respect of which Financial Capacity is claimed, together with all associated notes;

b. certificate of incorporation under the Companies Act, 1956 or 2013 for domestic Bidder/s, and the equivalent for foreign Bidder/s;

c. Memorandum of Association highlighting the objects relating to power, energy, renewable energy, hydro or thermal power development. Where there is no such provision in the MoA/AoA of the Bidder, the same shall be amended and submitted prior to signing of the PHSPA if the Bidder is selected as a Successful Bidder;

d. Articles of Association;

e. GST certificate;

f. PAN card; and

g. proof of submission of income tax return for the latest applicable assessment year.

ix. A copy of this Tender, the draft PHSPA and all addenda, clarifications and corrigenda, duly signed and sealed by the authorised signatory in acceptance of all terms and conditions.

5.9 Price Bid

a) The Bidder/s shall submit the Price Bid for the cumulative eligible capacity as per its Technical Capacity and Financial Capacity, online only, in the format set out on the ISN-ETS portal.

b) The Bidder/s shall quote the AFC for all the Projects in the Price Bid as per Clause 2.9. The quoted AFC shall be expressed in INR/MW/Annum up to a maximum of 2 (two) decimal places. GST and any other taxes, duties and charges applicable to such Projects shall be payable as per applicable law.

c) The Bidder shall also quote the Cycle Loss and, based on the declared Cycle Loss, shall calculate the Total Annual Storage Cost (expressed in INR/MW/Annum) as prescribed in Clause 2.9(c).

5.10 Offline Submission of Hard Copies

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 for submission mentioned in the Bid Information Sheet within 2 working days of the bid due date. Any document submitted by fax, email or by any means other than those mentioned here shall not be entertained or considered for evaluation and shall be rejected.

c) If the documents mentioned below are submitted to any address other than the address mentioned in the Bid Information Sheet, such documents will 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 e-tendering portal, such Bid shall be rejected.

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

i. Cost of Tender;

ii. Bid Security in the form of a demand draft or bank guarantee or insurance surety bond ;

iii. Power of Attorney as per APPENDIX-III;

iv. Certificate from the Statutory Auditor as per APPENDIX-IV (Technical Capacity); and

v. Certificate from the Statutory Auditor as per APPENDIX-V (Financial Capacity).

f) The documents to be submitted under Clause 5.10(e) shall be placed in duly sealed envelopes, superscribed as follows:

i. a separate envelope marked "Cost of Tender";

ii. a separate envelope marked "Bid Security"; and

iii. a separate envelope marked "Techno-Commercial Bid", enclosing the Power of Attorney as per APPENDIX-III, the Certificate from the Statutory Auditor as per APPENDIX-IV and the Certificate from the Statutory Auditor as per APPENDIX-V.

g) The above envelopes shall be placed inside a main envelope marked "Techno-Commercial Bid for the allotment of 500 MW Energy Storage Capacity (8 hours per day, maximum 6 hours continuous discharge) from Pumped Storage Project/s (PSP/s) on a Finance-Own-Operate basis for providing energy storage support to the Procurer for a period of 5 years (Extendable for an additional period of up to two years)", addressed as per the address for submission mentioned in the Bid Information Sheet.

h) APPCC shall not be responsible for any delay, loss or non-receipt of any Techno-Commercial Bid. If the Bidder has not submitted any of the documents mentioned in Clause 5.8 or Clause 5.10, all Bid/s submitted by the Bidder shall be rejected. APPCC shall not be held responsible for any failure on the part of the Bidder to furnish all or any of the documents as part of its Bid through the e-tendering portal, or for rejection of Bid/s by the portal for any reason whatsoever. No correspondence shall be entertained by APPCC in this regard.

6. EVALUATION OF BID/S

6.1 Determination of Responsiveness of the Techno-Commercial Bid

a) APPCC shall examine the Techno-Commercial Bid submissions of each Bidder to determine whether such submissions are responsive to the requirements of this Tender, by checking:

i. whether they have been submitted by the Bid Due Date;

ii. whether they are complete and all mandatory documents comprising the Techno-Commercial proposal have been submitted online and offline in their prescribed formats;

iii. whether the documents have been properly signed by the authorised signatory, together with seal;

iv. whether the original Cost of Tender and Bid Security have been submitted;

v. where a single entity submits the Bid on the basis of a Board Resolution and a certified copy of the Board Resolution has been submitted, a Power of Attorney is not required provided the person named in the Board Resolution is the same person submitting and signing the Bid and participating in other events such as opening of bids. Where some other person submits the Bid or appears before the authority, a Power of Attorney in that person's favour is required, executed by the person authorised by the Board of Directors;

vi. whether the annual Cycle Loss has been declared and submitted as per ANNEX-VIII;

vii. whether the Total Annual Storage Cost entered by the Bidder is correct as per the formula given in Clause 2.9(c);

viii. in the case of a Part-Commissioned PSP, whether the declaration at ANNEX-VII is complete and confirms that the Balance Capacity shall be made available by its Committed Availability Date of 1st April 2027, actual date of supply which ever is earlier; and

ix. whether the Bidder or any of its Affiliates is a willful defaulter to any lender.

x. where part capacity of a Project is offered, whether compliance with Clause 2.6(g) has been demonstrated.

b) In the event that any Bidder is found to be disqualified in accordance with the terms of this Tender Document, or if any Techno-Commercial Bid is found to be non-responsive or not meeting the Technical Capacity and Financial Capacity requirements, the Techno-Commercial Bid shall be rejected by APPCC and shall not be considered for further evaluation.

c) If any information furnished by a Bidder is found to be incomplete or is contained in formats other than those specified in this Tender, APPCC may, at its sole discretion, exclude such information for the purposes of determining whether the Bidder meets the Technical Capacity and Financial Capacity requirements. Alternatively, APPCC may request the Bidder, from time to time while evaluating the Techno-Commercial Bid, to submit necessary information or documentation within a reasonable period to rectify non-material omissions relating to documentation requirements. Such clarifications or information provided by the Bidder will be taken into account by APPCC while evaluating the Techno-Commercial Bid, and APPCC may qualify the Bidder on the basis of such clarifications or information read together with its Techno-Commercial Bid. If the Bidder does not provide clarifications sought under this Clause within the specified period, its Techno-Commercial Bid may be treated as non-responsive. If the Techno-Commercial Bid is not rejected, APPCC may proceed to evaluate it by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation.

d) Where any information is found to be patently false or amounts to a material misrepresentation, APPCC reserves the right to reject the Bid and forfeit the Bid Security.

e) Clarification on Bid/s: during Bid evaluation, APPCC may, at its discretion, ask a Bidder for clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the substance of the Bid shall be sought, offered or permitted.

6.2 Evaluation of Qualification Proposals

The competence and capacity of the Bidder/s shall be established through the Technical Capacity requirements under Clause 6.3 and the Financial Capacity requirements under Clause 6.4.

6.3 Technical Capacity

The Bidder shall establish its Technical Capacity based on ownership and operational control of an eligible Pumped Storage Project. The Bidder must demonstrate that:

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. 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;

b) 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;

c) the PSP is capable of a cumulative discharge of up to 8 (eight) hours per day at the Contracted Storage Capacity, with a maximum continuous discharge of 6 (six) hours; and

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 and evidence of financial closure for the Balance Capacity.

6.4 Financial Capacity

a) The net worth of the Bidder as on the last day of the financial year immediately preceding the Bid Due Date shall not be less than one hundred percent (100%) of the Bidder’s paid-up share capital, subject to a minimum of INR 1 Crore per MW in proportion to the cumulative capacity quoted by the Bidder.

b) For the avoidance of doubt, "net worth" as per Section 2(57) of the Companies Act, 2013 means the aggregate value of the paid-up share capital and all reserves created out of profits and securities premium account, after deducting the aggregate value of accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.

c) In order to ascertain that the Bidder has sufficient means to manage the funding requirements for the Project, the Bidder shall demonstrate a minimum annual turnover of INR 1 Crore per MW of the quoted capacity during the previous financial year or as on the date of Bid submission. It is clarified that "Other Income" as indicated in the annual accounts of the Bidder shall not be considered in arriving at the annual turnover.

d) The Bidder shall submit a certificate issued by a Statutory Auditor as per APPENDIX-V to support the claim of meeting the Financial Capacity requirement.

e) For the purpose of ascertaining qualification under the net worth criterion, a Bidder may meet the Financial Capacity requirement on its own or may claim the financial credentials of its Parent, Ultimate Parent, Affiliate or Group Company.

f) APPCC reserves the right to seek any additional information or clarification from the Bidder in respect of its financial capacity at any time during the Bid Process. The decision of APPCC in this regard shall be final and binding on the Bidder.

6.5 Cycle Loss

The actual Cycle Loss of the Pumped Storage Project shall not exceed 25%. A Bid declaring a Cycle Loss exceeding 25% shall be rejected as non-responsive.

6.6 Shortlisting of Bidder/s for Opening of Price Bid/s

APPCC shall evaluate only those Bid/s submitted online on or before the Bid submission due date and time. Bid/s will be evaluated against the qualification requirements, and only those Bid/s which meet all the qualification requirements shall be considered for opening of the Price Bid/s.

The Bid evaluation process shall proceed through the following two (2) stages:

Stage 1: Price Bid Opening, Responsiveness Assessment, Ranking and e-Reverse Auction Shortlisting;

Stage 2: e-Reverse Auction, Ranking and Capacity Allocation;

6.7 Price Bid Opening, Responsiveness Assessment and Ranking of Price Bid/(s) (Stage 1)

a) The Price Bid/s of only the Techno-Commercially Qualified Bidder/s shall be opened. The Price Bid shall comprise the Total Annual Storage Cost (the "First Round TASC"), the AFC and the declared Cycle Loss, submitted online on the ISN-ETS portal.

b) A Bidder shall quote a single First Round TASC, AFC and Cycle Loss for the entire capacity offered by it, whether from one or more Projects.

c) APPCC shall verify that the First Round TASC has been computed in accordance with Clause 2.9(c). In case of any arithmetical discrepancy, the TASC computed from the quoted AFC and declared Cycle Loss shall prevail.

d) A Price Bid declaring a Cycle Loss exceeding 25% (Clause 6.5), or otherwise not responsive to this Tender Document, shall be rejected.

e) Techno-Commercially Qualified Bidder/s whose Price Bid/s are responsive shall be termed Eligible Bidder/s, and shall be ranked in ascending order of First Round TASC (L1 being the lowest). Bidders quoting the same First Round TASC shall be of equal rank.

6.8 Shortlisting of Bidder/s for the e-Reverse Auction (Stage 1)

a) Where the total capacity quoted by all Eligible Bidder/s exceeds 500 MW, the Eligible Bidder quoting the highest First Round TASC (the "H1 Bidder") shall not be shortlisted for the e-Reverse Auction, provided that, after such exclusion, (i) the cumulative capacity quoted by the remaining Eligible Bidder/s is more than 500 MW, and (ii) not less than three (3) Eligible Bidder/s remain.

b) Where two or more Eligible Bidder/s quote the same highest First Round TASC, all of them shall be excluded only if conditions (i) and (ii) of sub-clause (a) are satisfied after excluding all of them; otherwise none of them shall be excluded.

c) Where the total capacity quoted does not exceed 500 MW, or the conditions of sub-clause (a) are not satisfied, all Eligible Bidder/s shall be shortlisted.

d) The minimum number of shortlisted Bidder/s shall be three (3). If fewer than three (3) Bidder/s are shortlisted even after three (3) attempts at bidding, APPCC may continue the bidding process with the consent of the Hon'ble APERC.

e) Eligible Bidder/s not shortlisted shall be intimated by email, and their Bid Security shall be returned within fifteen (15) days on issuance of LOA.

Illustration – Stage 1:

Bidder	Quoted capacity (MW)	First Round TASC (INR/MW/Annum)	Rank	Result
B1	150	1,48,50,000	L1	Shortlisted
B2	100	1,51,20,000	L2	Shortlisted
B3	200	1,53,00,000	L3	Shortlisted
B4	150	1,55,40,000	L4	Shortlisted
B5	200	1,62,50,000	L5 (H1)	Not shortlisted
Total	**800**			**Remaining 600 MW**

Illustrative figures only. Excluding B5 leaves 600 MW (more than 500 MW) with four Bidders, so B5 is not shortlisted. Had B3 not bid, excluding B5 would leave 400 MW, so all Bidders would be shortlisted.

6.9 e-Reverse Auction (Stage 2)

a) The e-Reverse Auction shall be conducted through the ISN-ETS portal on the day intimated by APPCC to the Bidders shortlisted under clause 6.8. A single e-RA shall be conducted for the cumulative eligible Project capacity, irrespective of the locations proposed by the Bidder/s.

b) At least one day prior to the auction, advance intimation of the date and time of the e-Reverse Auction will be sent by email to all Bidder/s whose Techno-Commercial Bid/s have been opened and found qualified. Such advance intimation shall not be construed as confirmation of shortlisting for the e-Reverse Auction. At least two hours before the scheduled start time, a system-generated email invitation will be sent to all Bidder/s shortlisted under Clause 6.8. An individual email will also be issued by APPCC to shortlisted Bidder/s informing them of the start time of the auction and the capacity for which they are qualified.

c) Bidder/s shall complete all pre-requisites and configure their systems for participation in the auction in advance. On the e-Reverse Auction overview page, Bidder/s are advised, in their own interest, to view their start price (being the Total Annual Storage Cost displayed as "My Financial Bid Price") and the capacity for which they have been qualified. In case of any discrepancy in the start price, the same shall be intimated to APPCC immediately before the start of the auction; otherwise the start price will be considered final and binding on that Bidder. A wrong or misleading intimation in this regard may lead to disqualification from the further tendering process and award.

d) The person authorised to sign and submit the Bid at the time of submission of the Techno-Commercial and Price Bid shall be the person authorised to participate in the e-Reverse Auction on behalf of the Bidder. Any price submitted during the auction will be considered final and binding on that Bidder as if it had been submitted initially in the Price Bid, without requiring any further authentication.

e) Shortlisted Bidder/s will be able to log in to the auction event 15 minutes before its start time.

   i. On the e-Reverse Auction page, each Bidder's Total Annual Storage Cost and total quoted capacity shall be displayed.

   ii. The minimum decrement value for the Total Annual Storage Cost shall be INR 6,000/MW/Annum.

   iii. Bidder/s may only quote a value lower than their previously quoted Total Annual Storage Cost, taking into consideration the minimum decrement. At no stage shall an increase in the Total Annual Storage Cost be permissible. Bidder/s may improve their ranking by quoting a Total Annual Storage Cost lower than their last quoted value.

iv. In the Bidder's bidding window, the following information may be viewed: its initial and last quoted Total Annual Storage Cost together with the Project capacity for which it is qualified; and the list of all Bidder/s with their pseudo identity, last quoted Total Annual Storage Cost and project capacity.

v. During the auction, Bidder/s shall not have the option of changing the total Project capacity.

vi. The initial auction period will be 60 minutes, with provision for auto-extension by 10 (ten) minutes from the scheduled or extended closing time if any Bidder quotes a TASC that changes the ranking of the Bidder/s within 500 MW during the last ten (10) minutes of the auction period or extended auction period.

vii. If no such change is effected during the last 10 minutes of the auction period or extended auction period, the auction process will close automatically.

viii. If a Bidder does not quote during the e-Reverse Auction, its First Round TASC shall be its last quoted TASC.

6.10 Ranking after the e-reverse auction

a) On close of the e-Reverse Auction, the Bidder/s shall be ranked in ascending order of their last quoted TASC, L1 being the lowest.

b) In case of a tie, the Bidder who quoted the tied TASC earlier shall be ranked higher. If the time of quote is also the same, the Bidder with the lower First Round TASC shall be ranked higher, failing which the ranking shall be decided by draw of lots conducted by APPCC with prior notice to such Bidder/s. No preference shall be given on the basis of Project location.

6.11 Capacity Allocation and Selection of Successful Bidder/s

a) Capacity shall be allocated on a bucket-filling basis, starting with the L1 Bidder, each Bidder being allocated its full quoted capacity, until the cumulative allocated capacity reaches 500 MW. Each Successful Bidder shall be awarded capacity at its own last quoted TASC.

b) Where the partial capacity offered to the last Successful Bidder under the e-RA is lower than minimum rated capacity of the generating unit(s) of the total capacity quoted by such Bidder, the Bidder shall have the option to refuse such offered partial capacity, and the Bid Security submitted by such Bidder shall be returned along with those of the unsuccessful Bidders. Such refusal shall be intimated to APPCC within 7 (seven) days of completion of the e-RA and not later than 3 (three) days of issuance of the LOA, failing which the awarded capacity shall be deemed accepted by that Bidder.

c) Where the partial capacity offered to the last Successful Bidder under the e-RA 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. If the last Successful Bidder refuses to accept such partial capacity, the Bid Security submitted by that Bidder shall be encashed by APPCC.

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.

e) No capacity of less than 50 MW shall be allocated to any Bidder. No partial allocation below 50 MW, matching or greater than the minimum rated capacity of the generating unit(s) shall be made. However, where the remaining unallocated capacity is less than 50 MW, APPCC may choose not to allocate such capacity.

6.12 Issuance of LOA

a) At the end of Stage 2, the Annual Fixed Charge (AFC) of the selected Bidder/s shall be computed by adjusting the Cycle Loss of the respective Bidder from its own last quoted TASC discovered at the end of the e-Reverse Auction, as follows:

AFC after e-RA = TASC ÷ (1 + Cycle Loss %)

The Monthly Fixed Charge payable shall be the AFC so determined, divided by twelve (12).

b) Subsequent to competent approval, a Letter of Award (LOA) will be issued to the Successful Bidder/s. The LOA will be issued within 15 (fifteen) days of the end of the selection process.

c) In all cases, APPCC's decision regarding selection of Bidder/s through the e-Reverse Auction process or otherwise based on the Price Bid, or regarding annulment of the tender process, shall be final and binding on all participating Bidder/s.

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

e) If APPCC or the APDISCOMs do not find it viable to procure the storage capacity at the TASC discovered, APPCC reserves the right to annul the bid process, in full or in part, without any financial implication to any party.

6.13 Performance Security

a) Bidder/s selected by APPCC pursuant to this Tender shall submit a Performance Security for a value of INR 10,00,000 (Indian Rupees Ten Lakh only) per MW of Contracted Storage Capacity, within 7 (seven) days of issuance of the Letter of Award, 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 at APPENDIX II-B & APPENDIX II-BB. The Performance Security shall remain valid until 3 (three) months beyond the Expiry Date, including any extension of the Contract Period, to cover settlement of final claims, if any. On receipt and successful verification of the Performance Bank Guarantee in acceptable form, the Bid Security shall be returned by APPCC to the Successful Bidder. In the event of any encashment, in whole or in part, the Generator shall restore the Performance Security to its full value within 15 days, failing which it shall be an event of default. The Performance Security shall be returned within 45 days of the Expiry Date after adjusting damages and dues.

b) APPCC shall accept the Performance Security in the form of an unconditional and irrevocable bank guarantee issued by a scheduled bank or a nationalised bank, or Insurance Surety Bond issued by any General Insurance Company registered with IRDAI.

c) In case any extension is granted in respect of the Project, a corresponding extension shall be made in the validity of the Performance Security.

d) Where a foreign company is selected as a Successful Bidder, it shall comply with all laws and provisions relating to Foreign Direct Investment in India.

e) In the case of a Part-Commissioned PSP, the Performance Security shall cover the full Contracted Storage Capacity, including the Balance Capacity, from the date of issuance of the LOA, and shall additionally secure the liquidated damages payable under Clause 2.15(g).

6.14 Signing of the PHSPA

a) The Successful Bidder/s shall execute the Pumped Hydro Storage Purchase Agreement (PHSPA) with the Procurer within sixty (60) days from the date of issue of the Letter of Award, upon submission of the Performance Security in accordance with the provisions of this Tender Document. Where signing is delayed for reasons attributable to the Generator, the date notified by APPCC for signing shall be deemed to be the Effective Date, irrespective of the actual date of execution.

b) If a Successful Bidder fails to fulfil the conditions set out in Clause 6.12, APPCC may, unless it consents to an extension, and without prejudice to any of its rights under the Tender Document or at law, withdraw the LOA and forfeit the Bid Security or Performance Bank Guarantee of the Successful Bidder.

c) The Successful Bidder/s shall not be entitled to seek any deviation in the PHSPA.

d) The Successful Bidder/s shall bear all costs associated with the signing of the PHSPA, including payment of stamp duty and registration charges. APPCC and the Procurer shall not be responsible or liable for any costs in relation to signing of the PHSPA.

7. MISCELLANEOUS

7.1 Tender Document

a) The Tender Document includes, but is not limited to, this Tender, the PHSPA and any addendum or corrigendum.

b) The Tender Document must be read as a whole. If any Bidder finds any ambiguity or lack of clarity in the Tender Document, the Bidder must inform APPCC at the earliest, and APPCC will then direct the Bidder regarding the interpretation of the Tender Document.

c) The Bidder/s, after registering on the e-tendering portal in accordance with the procedure set out on the portal, must download the Tender Document from the portal. APPCC shall not be responsible for the completeness of the Tender Document if it is not downloaded in full by the Bidder/s from time to time.

7.2 Acknowledgement by Bidder/s

It shall be deemed that, by submitting a Bid, the Bidder/s has:

i. made a complete and careful examination of the Tender Document (including all instructions, forms, terms and specifications) and any other information provided by APPCC, and acknowledges that submission of a Bid that is not substantially responsive to this Tender in any respect will be at the Bidder's risk and may result in rejection of the Bid;

ii. received all relevant information requested from APPCC;

iii. accepted the risk of inadequacy, error or mistake in the information provided in the Tender Document or furnished by or on behalf of APPCC;

iv. conceals any material information or makes a misleading statement, APPCC may reject the Bid or cancel the Letter of Award, and the Bid Security or Performance Security furnished up to that stage shall be encashed. If discovered after the Effective Date, the consequences set out in the PHSPA shall apply;

v. satisfied itself as to all things, matters and information necessary and required for submitting an informed Bid and for the performance of its obligations under the Project Agreements;

vi. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Tender Document, or ignorance of any matter in relation to the Project(s), shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, or loss of profits or revenue from APPCC, nor a ground for termination of the Project Agreements; and

vii. agreed to be bound by the undertakings provided by it under and in terms of this Tender and the Project Agreements.

7.3 Rights of APPCC

a) APPCC, at its sole discretion and without incurring any obligation or liability, reserves the right at any time to:

i. suspend the Bid Process and/or amend and/or supplement the Bid Process, or modify the dates or other terms and conditions relating thereto;

ii. consult with any Bidder in order to receive clarification or further information, including information and evidence regarding its continued eligibility and compliance with the Technical Capacity and Financial Capacity requirements, at any stage of the Bid Process until expiry of the first Contract Year;

iii. retain any information, documents and/or evidence submitted to APPCC by or on behalf of any Bidder;

iv. independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any Bidder; and

v. reject a Bid if (a) at any time, a material misrepresentation or incorrect or false information is made or uncovered; (b) the Bidder does not provide, within the time specified by APPCC, the supplemental information sought for evaluation of the Bid; or (c) the Bid does not meet the validity requirement set out in Clause 5.5.

b) APPCC reserves the right to accept or reject a Bid, annul the Bid Process and reject all Bid/s at any time, without any liability or obligation for such acceptance, rejection or annulment, and without assigning any reason whatsoever to any person, including the Bidder/s.

c) If it is discovered during the Bid Process, at any time before signing of the Project Agreements or after their execution and while they are in force, that the Technical Capacity and Financial Capacity requirements have not been met by a Bidder, or that a Bidder has made a misrepresentation or given incorrect or false information, then: (i) the Bidder shall be disqualified forthwith, if not already declared a Successful Bidder by the issuance of the LOA; or (ii) the LOA shall be liable to be cancelled or the Project Agreements shall be liable to be terminated forthwith, if the Bidder has been declared a Successful Bidder. APPCC shall not be liable in any manner whatsoever to the Bidder for such cancellation or termination.

d) APPCC shall have the right to forfeit and appropriate the Performance Security for the loss suffered by APPCC or by the relevant counterparty to the Project Agreements, including in respect of APPCC's time, cost and effort. Such forfeiture shall be without prejudice to any other right or remedy that APPCC may have under the Tender Document, or that the relevant counterparty may have under the respective Project Agreements or applicable law.

7.4 Correspondence with Bidder/s

Save as expressly provided in this Tender Document, APPCC shall not entertain any correspondence with the Bidder/s, whether in connection with the acceptance or rejection of their Bid/s or otherwise.

7.5 Confidential Information and Proprietary Data

7.5.1 Proprietary Data

All documents and other information provided by APPCC, or submitted by a Bidder to APPCC, will remain or become the property of APPCC, as the case may be. Bidder/s are required to treat all information provided by APPCC in this Tender and other Tender Documents as strictly confidential, and not to use it for any purpose other than the preparation and submission of their Bid/s.

7.5.2 Confidentiality Obligations of APPCC

APPCC shall treat all information submitted as part of a Bid as confidential and will require all those who have access to such material to treat it confidentially. APPCC shall not divulge any such information, or any information relating to the evaluation of the Bid/s or the Bid Process, unless:

a) such publication is contemplated under the Tender Document; or

b) such publication or disclosure is made to any person who is officially concerned with the Bid Process, or who is a retained professional advisor advising APPCC or the Bidder/s on matters arising out of or concerning the Bid Process; or

c) it is directed to do so by any statutory authority having power under law to require its disclosure; or

d) such publication is required to enforce or assert any right or privilege of the statutory authority and/or APPCC, or as may be required by law (including under the Right to Information Act, 2005 and its amendments, if any); or

e) it is in connection with any legal process.

7.5.3 Fraud and Corrupt Practices

a) Bidder/s and their respective officers, employees, agents and advisors are required to observe the highest standards of ethics during the Bid Process. Notwithstanding anything to the contrary contained in this Tender, APPCC may reject a Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice in or affecting the Bid Process.

b) Without prejudice to the rights of APPCC under Clause 7.5.3(a), if a Bidder is found by APPCC to have, directly or indirectly or through an officer, employee, agent or advisor, engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practice during the Bid Process, such Bidder will not be eligible to participate in any tender or request for proposal issued by APPCC, either indefinitely or for a period of time specified by APPCC, from the date such Bidder is found to have so engaged.

c) For the purposes of this Clause 7.5.3, the following terms shall have the meanings given below:

   i. "corrupt practice" means: (a) offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence the actions of any person connected with the Bid Process (for the avoidance of doubt, offering employment to, employing, or engaging in any manner whatsoever, directly or indirectly, any official of APPCC or its advisors who is or has been associated in any manner with the Bid Process, or who has dealt with matters concerning it, before or after its execution, at any time prior to the expiry of one (1) year from the date such official resigns, retires from or otherwise ceases to be in the service of APPCC, will be deemed to constitute influencing the actions of a person connected with the Bid Process); or (b) appointing or engaging in any manner whatsoever, whether during or after the Bid Process or after the execution of the Project Agreements, any person in respect of any matter relating to the Project, the Bid Process or any of the Project Agreements, who at any time has been or is a legal, financial or technical advisor of APPCC on any matter concerning the Projects;

   ii. "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead a person in order to obtain a financial or other benefit, or to avoid an obligation;

   iii. "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of any person, in order to influence improperly the actions of a person;

   iv. "undesirable practice" means (a) establishing contact with any person connected with, employed or engaged by APPCC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid Process; or (b) having a conflict of interest, as defined in this Tender; and

   v. "restrictive practice" means forming a cartel, or arriving at any understanding or arrangement among Bidder/s, with the objective of restricting or manipulating full and fair competition in the Bid Process.

7.6 Governing Law and Jurisdiction

7.6.1 Governing Law

The Bid Process, the Tender Document and the Bid/s shall be governed by, and construed in accordance with, the laws of India.

7.6.2 Exclusive Jurisdiction

Subject to the jurisdiction of the Hon'ble APERC under the Electricity Act, 2003, the competent courts at Vijayawada/ Amaravati, Andhra Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with this Tender.

8. APPENDICES AND ANNEXURES

8.1 APPENDIX-I: Letter of Bid

To,

The Chief General Manager (Power Purchase & Legal)
Andhra Pradesh Power Coordination Committee
Vidyut Soudha, Gunadala, Vijayawada – 520 004, Andhra Pradesh
Email: cgm-pp.vja@aptransco.gov.in

Sub: Techno-Commercial Bid for providing Energy Storage Capacity of 500 MW (8 hours per day, with a maximum of 6 hours continuous discharge) from Pumped Storage Project/s (PSP/s) located anywhere in India, on a "Finance-Own-Operate" basis, for a period of 5 years (Extendable for an additional period of up to two years).

Dear Sir,

We, the undersigned, having read and examined in detail the Tender Document No. _____ dated _____ and its subsequent amendments, clarifications and addenda, hereby submit our Bid for providing energy storage capacity from our eligible Pumped Storage Project(s) as per the terms and conditions specified therein. The Techno-Commercial Bid is unconditional and valid for one hundred and twenty (120) days from the Bid Due Date.

We confirm that:

1. We give our unconditional acceptance to the Tender Document issued by APPCC. In token of our acceptance, the same has been initialed by us and enclosed with our Techno-Commercial Bid. We confirm and undertake that we shall sign and execute the Project Agreements as per the provisions of this Tender, without seeking any deviations or amendments, and that the provisions of the Project Agreements shall be binding on us.
2. We acknowledge that APPCC shall rely on the information provided in the Bid and the documents accompanying the Techno-Commercial Bid for selection of the Bidder/s, and we certify that all information provided in the Techno-Commercial Bid and in the Annexures is true and correct, that nothing has been omitted which renders such information misleading, and that all documents accompanying the Techno-Commercial Bid are true copies of their respective originals. In the event that any information provided is found to be incorrect after our selection as a Successful Bidder, we agree that the same would be treated as an event of default under the Project Agreements, and that the counterparty shall have the right to terminate the Project Agreements.
3. We unconditionally and irrevocably agree and accept that the decision made by APPCC in respect of any matter regarding or arising out of this Tender shall be binding on us. We expressly waive any and all claims in respect of this process.
4. The statements in this letter are made for the express purpose of qualifying for participation in the e-Reverse Auction process and selection as a Successful Bidder for providing energy storage capacity from the PSP/s, and for the operation and maintenance of the PSP/s. We enclose our response to this Tender with formats duly digitally signed as required.
5. We confirm that we have studied the provisions of the relevant Indian laws (and foreign laws, in the case of a foreign Bidder) and regulations as required to enable us to submit our Bid and execute the Project Agreements.
6. We understand and confirm that APPCC reserves the right, at any time, to verify the documents furnished by us, including availability of the net worth to the extent claimed, against original documents, bank statements and shareholding records, at any stage from evaluation up to the expiry of the Project

Agreements. We shall make available to APPCC any additional information it may require to supplement or authenticate the Bid.

7. We confirm that we shall submit, before signing the Project Agreements, the unaudited balance sheet of the previous month end, together with a complete bank statement from the date of submission of the Techno-Commercial Bid and a copy of the documents filed with the Registrar of Companies during this period. We understand that if the aforesaid documents are found to be misleading or misrepresentative in any way, APPCC shall be free to take appropriate action, including forfeiture of the Bid Security and blacklisting us for an appropriate period.
8. We confirm that there is no ongoing or pending litigation, or, to the best of our knowledge, litigation threatened, to which we or any of our Parent, Ultimate Parent, Affiliate, Associate or Group Business Entity is a party, that presently affects or would have a material adverse effect on our financial condition, prospects or business in the fulfilment of our obligations under the Project Agreements, as at the date of online submission of the Techno-Commercial Bid.
9. We acknowledge the right of APPCC to reject our Bid without assigning any reason, and we waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
10. We represent, warrant and undertake that:
    a. we have examined and have no reservations to the Tender Document and do not seek any deviations to the Tender Document issued by APPCC;
    b. we have not, directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 7.5.3 of this Tender, in respect of any tender or request for proposal issued by, or any agreement entered into with, APPCC, the APDISCOMs, any other public sector enterprise or any government, Central or State;
    c. we have taken steps to ensure that, in conformity with Clause 7.5.3, no person acting for us or on our behalf has engaged or will engage in any such practice;
    d. the Tender Document and all other information provided by APPCC are and shall remain the property of APPCC, and are provided to us solely for the purpose of preparation and submission of our Bid. We undertake to treat all information received from or on behalf of APPCC as strictly confidential and not to use such information for any purpose other than the preparation and submission of our Bid;
    e. we have not, in the three (3) years immediately preceding the Bid Due Date, had any contract terminated by any government or government instrumentality for breach by us or by our Parent, Ultimate Parent, Affiliate, Associate or Group Business Entity;
    f. we have not been convicted by a court of law, nor indicted, nor have adverse orders been passed against us by a regulatory authority, which could cast doubt on our ability to participate in the Bid Process or, if selected as a Successful Bidder, on our ability to operate and maintain the Project(s) in accordance with the Project Agreements;
    g. no investigation by a regulatory authority is pending against us or against our CEO or any of our directors, managers or employees; and
    h. we, including all our Affiliates, have not been declared wilful defaulters by any lender.
11. We understand that APPCC may cancel the tender process at any time and that APPCC is neither bound to accept any Bid it may receive, nor to invite the Bidder/s to bid for the Project(s), without incurring any liability to the Bidder/s.
12. We declare that neither we nor our Parent, Ultimate Parent, Affiliate, Associate or Group Business Entity is submitting another Bid. We undertake that if, due to any change in facts or circumstances during the Bid Process, we attract the provisions of disqualification in terms of this Tender, we shall intimate APPCC immediately.

13. We are submitting with this Techno-Commercial Bid all the documents required to be submitted in accordance with this Tender.
14. We irrevocably waive any right or remedy which we may have at any stage, at law or howsoever arising, to challenge the criteria for evaluation or to question any decision taken by APPCC in connection with the evaluation of Techno-Commercial Bid/s, the declaration of the Successful Bidder/s, or the Bid Process itself, to the fullest extent permitted by applicable law.
15. In the event of our being declared a Successful Bidder, we agree to enter into the Project Agreements. We agree not to seek any changes in or deviations from the draft and agree to abide by the same.
16. We understand that, except to the extent expressly set forth in the Project Agreements, we shall have no claim, right or title arising out of any documents or information provided to us by APPCC, or in respect of any matter arising out of, concerning or relating to the Bid Process.
17. If determined qualified to participate in the e-Reverse Auction process, we undertake that the price quoted by us shall be after taking into consideration all the terms and conditions stated in the Tender Documents, our own estimates of costs and a careful assessment of all conditions that may affect the Bid.
18. We offer a Bid Security of INR 5,00,000 (Indian Rupees Five Lakh only) per MW, amounting to INR _____([in words]), to APPCC in accordance with this Tender.
19. We agree and understand that the Bid is subject to the provisions of the Tender Document. In no case shall we have any claim or right against APPCC if the Project(s) are not awarded to us, or if our Bid is not opened or considered, as the case may be.
20. We further confirm that the technology used by us for the offered Project(s) is a commercially established and operational technology.
21. Where our offer includes a Part-Commissioned PSP, we confirm the commissioned capacity, the Balance Capacity and the Committed Availability Date as declared in ANNEX-VII, and we undertake to commission and make available the Balance Capacity by the Committed Availability Date, failing which the liquidated damages and default provisions of Clause 2.15(g) and the PHSPA shall apply.
22. This tender process and the Bid shall be governed by and construed in all respects according to the laws in force in India. The competent courts at Vijayawada, Andhra Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the tender process.

In witness thereof, I/we submit this Techno-Commercial Bid under and in accordance with the terms of the Tender Document.

Yours faithfully,
Dated this [insert date] day of [insert month] 20__
Name and seal of the Bidder/s
(Signature, name and designation of the authorised signatory of the Bidder/s)

8.2 ANNEX-I: Details of Bidder/s

Information and details to be provided include the following:

1. Checklist of submitted documents.
2. Details of the Bidder as a single Bidder whose Technical Capacity and Financial Capacity is claimed.
3. Technical Capacity and Financial Capacity particulars.
4. Details of each offered PSP, including commissioning status (Fully Commissioned or Part-Commissioned).

To be furnished in Microsoft Excel format only.

8.3 ANNEX-II: Certificate from Statutory Auditor

(Certificate from the Statutory Auditor where the experience of a Group Business Entity is used — applicable for single Bidder/s only)

(On the letterhead of the Statutory Auditor)

TO WHOMSOEVER IT MAY CONCERN

We have verified the relevant statutory and other records of M/s [Name of Bidder] and [Name of Group Business Entity] and certify that M/s [Name of Group Business Entity] is a Group Business Entity as defined in the Tender Document issued by the Andhra Pradesh Power Coordination Committee for providing energy storage capacity through eligible Pumped Storage Project/s located anywhere in India.

The details of the shareholding are as follows:

Name of the shareholder	No. of shares	Amount of shares	%

This certificate is being issued to be produced before the Andhra Pradesh Power Coordination Committee for Tender No. APPCC/PSP-01/2026-27 dated 21/09/2026.

Dated this [insert date] day of [insert month] 20__
Signature and Seal of the Statutory Auditor,
clearly indicating his/her membership number

8.4 ANNEX-III: Certificate of Anti-Collusion

(On the letterhead of the Bidder/s)

We hereby certify and confirm that, in the preparation and submission of our Bid with reference to Tender No. APPCC/PSP-01/2026-27 dated 21/09/2026 for procurement of 500 MW Energy Storage Capacity (8 hours per day, with a maximum of 6 hours continuous discharge) from Pumped Storage Project/s (PSP/s) on a "Finance-Own-Operate" basis, for providing energy storage support to the Procurer for a period of 5 years (Extendable for an additional period of up to two years), we have not acted in concert or in collusion with any other Bidder or other person(s), and have not done any act, deed or thing which is or could be regarded as anti-competitive. We further confirm that we have not offered, nor will we offer, any illegal gratification in cash or kind to any person or agency in connection with this Bid.

Dated this [insert date] day of [insert month] 20__
Name and seal of the Bidder/s
(Signature, name and designation of the authorised signatory of the Bidder/s)

8.5 ANNEX-IV: Affidavit for Anti-Blacklisting

(On non-judicial stamp paper of requisite value as per applicable law)

We, M/s …… (the name and address of the registered office), hereby certify and confirm that neither we nor any of our promoters or directors are barred by the Andhra Pradesh Power Coordination Committee (APPCC), the APDISCOMs or any other entity of the Government of Andhra Pradesh, nor blacklisted by any State Government or Central Government department or agency in India, from participating in projects, as on _____ (Bid Due Date).

We further confirm that we are aware that our Bid would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this Tender at any stage of the Bid Process or thereafter during the agreement period.

Dated this [insert date] day of [insert month] 20__
Name and seal of the Bidder/s
(Signature, name and designation of the authorised signatory of the Bidder/s)

8.6 ANNEX-V: Declaration of Shareholding Pattern of the Bidder/s

(On the letterhead of the Bidder/s)

I/We hereby declare information in respect of all entities holding ten percent (10%) or more shareholding in the Bidder, directly or indirectly. The information includes any compulsorily convertible preference shares and/or debentures, together with a declaration of the likely shareholding after conversion of such instruments. The information provided herein clearly distinguishes foreign shareholding from domestic shareholding in the Bidder.

S. No.	Name of the shareholder	Domestic shareholder	Foreign shareholder	Percentage of shareholding
1.				
2.				
…				

If no entity holds ten percent (10%) or more shareholding in the Bidder, this format shall be uploaded stating "Not Applicable".

Dated this [insert date] day of [insert month] 20__
Name and seal of the Bidder/s
(Signature, name and designation of the authorised signatory of the Bidder/s)

8.7 ANNEX-VI: No Deviation Certificate

(On the letterhead of the Bidder/s)

I/We, M/s …… (the name and address of the registered office), hereby certify and confirm that we have read the clauses and provisions of the Tender Document, including this Tender, the PHSPA and all amendments, addenda and clarifications issued thereafter, and that the stipulations of all clauses and provisions are acceptable to us, and that we have not taken any deviation whatsoever to any of the clauses and provisions.

Declaration of deviations considered by the bidding entity, if any:

Name of the condition	**Reference clause no.**	**Deviation (in case of any considered deviation)**
Cost of Tender (non-refundable) – INR [●] plus GST		
Bid Security (INR 5,00,000 per MW of the quoted capacity)		
APPENDIX-I (Letter of Bid)		
ANNEX-I (Details of the Bidder/s)		
ANNEX-II (Certificate from the Statutory Auditor where the experience of the Parent, Ultimate Parent, Affiliate, Associate or Group Business Entity is used)		
ANNEX-III (Certificate of Anti-Collusion)		
ANNEX-IV (Affidavit for Anti-Blacklisting)		
ANNEX-V (Declaration of Shareholding Pattern of the Bidder/s)		
ANNEX-VII (Format for Technical Criteria and Commissioning Status)		
ANNEX-VIII (Format for Cycle Loss / Conversion Loss)		
APPENDIX II-A or APPENDIX II-AA (Bid Security to be submitted by the Bidder/s)		
APPENDIX-III (Power of Attorney and Board Resolution)		
APPENDIX-IV (Format for Certificate from Statutory Auditor for Technical Capacity)		
APPENDIX-V (Format for Certificate from Statutory Auditor for Financial Capacity)		
APPENDIX-VI (Format for Acceptance of PHSPA Annual Fixed Charge post e-Reverse Auction)		
APPENDIX-VII (Format for Declaration of Bid Security)		
Tender Document		

Name of the condition	Reference clause no.	Deviation (in case of any considered deviation)
PHSPA		
Addendum / Corrigendum		
Any other deviations		

Instructions for the above table:

For any deviation, the Bidder shall mention such deviation only in this certificate. If the Bidder has mentioned a deviation at any other place or in any other document, such deviation shall not be considered, and if found later the Bidder shall be rejected.

Please mention "No deviation considered" against each line item where the Bidder is not proposing any deviation. The bidding entity shall be considered non-responsive if this ANNEX-VI is not submitted.

We further confirm that we are aware that our Bid would be liable for rejection in case any misrepresentation is made or discovered with regard to the requirements of this Tender at any stage of the Bid Process or thereafter during the agreement period. We also confirm that we have taken no deviation on the above, and that our Bid shall be rejected if APPCC finds any such deviation at any stage until the expiry of the PHSPA Term.

Dated this [insert date] day of [insert month] 20__
Name and seal of the Bidder/s
(Signature, name and designation of the authorised signatory of the Bidder/s)

8.8 ANNEX-VII: Format for Technical Criteria and Commissioning Status

(On the letterhead of the Bidder/s — to be submitted separately for each Project)

To,

The Chief General Manager (Power Purchase & Legal)
Andhra Pradesh Power Coordination Committee
Vidyut Soudha, Gunadala, Vijayawada – 520 004, Andhra Pradesh
Email: cgm-pp.vja@aptransco.gov.in

Sub: Response to Tender No. _____ for selection of Generator/s with eligible Pumped Storage Project/s for providing energy storage capacity of [ ] MW located anywhere in India.

Dear Sir,

We hereby undertake and certify as follows:

1. The technology proposed to be used is a commercially established technology, and at least one project based on this technology has been successfully operational for at least one year.
2. Details of the project, with location and the successful operational period of the project utilising this technology, are set out below.
3. The commissioning status of the offered Project is as declared in the table below.

Commissioning status declaration:

Particulars	**Details**
Name and location of the PSP	
Total Project capacity (MW)	
Capacity already commissioned as at the Bid Due Date (MW)	
Date of commissioning / trial operation of the commissioned capacity	
Contracted Storage Capacity offered under this Tender (MW)	
Whether the Project is offered as Fully Commissioned or Part-Commissioned	
Balance Capacity proposed to be commissioned (MW)	
Expected COD of the Balance Capacity (on or before the CAD of 1st April 2027)	
Status of the Balance Capacity (civil works, electro-mechanical works, statutory clearances, financial closure)	
Status of part commissioned projects - arrangement for separate scheduling, metering and energy accounting	

Particulars	Details
Energy storage capability at Contracted Storage Capacity (MWh)	
Cumulative daily discharge capability (hours)	
Maximum continuous discharge capability (hours)	
Existing GNA / connectivity granted (MW) and whether drawal rights are included	

Project land and grid connectivity details:

S. No.	Description	Particulars	Project 1	Project 2	Project k…
1	Land details	Location; total area (hectares); latitude and longitude; leased land (hectares); private land (hectares); completion of land transfer (mutation)			
2	Connectivity	Substation (ISTS / In.STS); name of substation; voltage rating and capacity of each interconnecting substation			
3	Transmission system from plant to interconnecting substation up to the Delivery / Metering Point (dedicated transmission system)	Length of overhead transmission lines; voltage level of transmission lines; transmission circuit and conductor configuration			
4	Pumping units	Number of units; rated capacity of each unit in pumping mode (MW); rated capacity of each unit in generation mode (MW); minimum pumping load of each unit (MW)			
5	Charging (input) capacity	Minimum charging capacity (MW); pump capacity with cycle efficiency for the purpose of input energy (MW); minimum availability of pumps (%)			

(Signature and name of the person authorised by the Board)

8.9 ANNEX-VIII: Format for Cycle Loss

(On the letterhead of the Bidder/s — to be submitted separately for each Project)

To,

The Chief General Manager (Power Purchase & Legal)
Andhra Pradesh Power Coordination Committee
Vidyut Soudha, Gunadala, Vijayawada – 520 004, Andhra Pradesh
Email: cgm-pp.vja@aptransco.gov.in

Sub: Response to Tender No. _____

Dear Sir,

We hereby undertake and certify, in line with Clause 2.10 of this Tender, that the quoted Cycle Loss of ……. % shall be fixed for the entire Term of the Pumped Hydro Storage Purchase Agreement (PHSPA) at the Delivery Point. We further undertake that the declared Cycle Loss shall in no case be more than 25% on an annual basis.

We will strive to ensure that the actual or operational Cycle Loss is less than or equal to the above-mentioned Cycle Loss on a monthly basis. Any non-compliance in respect of adherence to the aforementioned Cycle Loss shall lead to imposition of a penalty as per the terms of this Tender and the PHSPA.

Documentary evidence confirming that the Cycle Loss shall not be more than ___ % on an annual basis is enclosed as part of this ANNEX-VIII. Such evidence may include certification from the OEM on the proposed technology's efficiency, or operating records of the Project.

(Signature and name of the person authorised by the Board)

8.10 APPENDIX II-A: Format of Bank Guarantee towards Bid Security

(On non-judicial stamp paper of requisite value as per applicable law)

B.G. No. [ ] Dated: [ ]

In consideration of you, the Chief General Manager (Power Purchase & Legal), Andhra Pradesh Power Coordination Committee, Vidyut Soudha, Gunadala, Vijayawada – 520 004, Andhra Pradesh (referred to as "APPCC", which expression shall, unless repugnant to the subject or context, include its successors and assigns), having agreed to receive the Bid of […insert name of Bidder] with its registered office at […insert address] (referred to as the "Bidder", which expression shall, unless repugnant to the subject or context, include its successors and assigns), for providing Energy Storage Capacity of ….. MW (8 hours per day, with a maximum of 6 hours continuous discharge) from Pumped Storage Project/s (PSP/s) located anywhere in India, on a "Finance-Own-Operate" basis, for a period of 5 years (Extendable for an additional period of up to 2 years), from a total quoted capacity of [ ] MW as below:

a) capacity of [ ] MW at Location [ ], Mandal [ ], District [ ], in _____;

b) capacity of [ ] MW at Location [ ], Mandal [ ], District [ ], in _____;

c) capacity of [ ] MW at Location [ ], Mandal [ ], District [ ], in _____;

(referred to as the "Project") pursuant to the Tender, the Project Agreements and other Tender Documents, we, [insert name of the scheduled bank], having our registered office at [ ] and one of our branches at [ ] (referred to as the "Bank"), at the request of the Bidder, do hereby, in terms of Clause 4.1 of the Tender, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Tender Document by the said Bidder, and unconditionally and irrevocably undertake to pay forthwith to APPCC an amount of INR [ ] [insert amount equivalent to INR 5,00,000 (Indian Rupees Five Lakh only) per MW, in figures and words] (referred to as the "Guarantee") as our primary obligation, without any proof or conditions and without any demur, reservation, recourse, contest or protest, and without reference to the Bidder, if the Bidder fails to fulfil or comply with all or any of the terms and conditions contained in the said Tender Document.

1. Any such written demand made by APPCC stating that the Bidder has failed to fulfil and comply with the terms and conditions contained in the Tender Document will be final, conclusive and binding on the Bank. The Bank shall not require APPCC to justify the invocation of this Guarantee, nor shall the Bank have any recourse against APPCC in respect of any payment made hereunder.
2. We, the Bank, unconditionally undertake to pay immediately and forthwith the amounts due and payable under this Guarantee, without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person, and irrespective of whether the claim of APPCC is disputed by the Bidder, merely on the first demand from APPCC stating that the amount claimed is due by reason of the failure of the Bidder to fulfil and comply with the terms and conditions contained in the Tender Document, including but not limited to the following events:
    a. if the Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice as specified in Clause 7.5.3 of the Tender;
    b. if, after the Bid Due Date, the Bidder withdraws its Bid during the Bid validity period, as extended from time to time;
    c. if the Bidder is selected as a Successful Bidder and fails within the specified time to sign and return the LOA, execute the Project Agreements or submit the requisite Performance Security; or
    d. if the Bidder fails to fulfil any other condition precedent to the execution of the Project Agreements.

    Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee.

3. This Guarantee shall be irrevocable and shall remain in full force for a period of 120 (one hundred and twenty) days from the Bid Due Date (the "Expiry Period"), together with a claim period of thirty (30) days from the end of the Expiry Period (the "Claim Period"), or such extended period as may be mutually agreed between APPCC and the Bidder and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.
4. We, the Bank, further agree that APPCC shall be the sole judge as to whether the Bidder has failed to fulfil or comply with the terms and conditions contained in the Tender Document, including those events listed above. The decision of APPCC that the Bidder is in default shall be final and binding on us, notwithstanding any difference between APPCC and the Bidder or any dispute pending before any court, tribunal, arbitrator or other authority.
5. This Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank, or by any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, APPCC shall be entitled to treat the Bank as the principal debtor.
7. The obligations of the Bank under this Guarantee are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Tender Document or of the Bid submitted by the Bidder.
8. The obligations of the Bank under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Bank from, or prejudice or diminish its liability under, this Guarantee, including (whether or not known to it or to APPCC):

   (a) any time or waiver granted to, or composition with, the Bidder or any other person;

   (b) any incapacity or lack of powers, authority or legal personality of, or dissolution of or change in, the Bidder;

   (c) any variation of the Tender Document, so that references to the Tender Document in this Guarantee shall include each such variation;

   (d) any unenforceability, illegality or invalidity of any obligation of the Bidder or APPCC under the Tender Document, or of the obligations of the Bank under this Guarantee, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation; and

   (e) any extension, waiver or amendment whatsoever which may release a guarantor or surety.
9. Any notice by way of request, demand or otherwise shall be sufficiently given or made if addressed to the Bank and sent by courier or registered mail to the Bank at the address set forth herein.
10. We undertake to make payment on receipt of your notice of claim addressed to [insert name of Bank along with branch address] and delivered at our above branch, which shall be deemed duly authorised to receive the notice of claim.
11. It shall not be necessary for APPCC to proceed against the Bidder before proceeding against the Bank, and this Guarantee shall be enforceable against the Bank notwithstanding any other security which APPCC may have obtained from the Bidder or any other person.
12. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of APPCC in writing.
13. The Bank represents and warrants that it has the power to issue this Guarantee and to discharge the obligations contemplated herein, and that the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
14. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR [in figures and words]. The Guarantee shall remain in force until ……. (indicate the date falling 120 days after the original Bid Due Date). The Bank shall be liable to pay the amount, or any part of the Guarantee, only if APPCC serves a written claim on the Bank in accordance with this Guarantee on or before (indicate the date falling thirty (30) days after the Expiry Period).

15. This Guarantee shall be interpreted in accordance with the laws of India, and the courts at Vijayawada shall have exclusive jurisdiction.
16. This Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Bank.
17. Capitalised terms used but not defined herein shall have the meanings given to them in Tender No. APPCC/PSP-01/2026-27 dated 21/09/2026 issued by APPCC.

Signed and delivered by ……. Bank
By the hand of Mr/Ms ……., its ……. and authorised official.
(Signature of the authorised signatory of the Bank)
(Official Seal)

Note: Single Bid Security shall be submitted for Generator for all the Projects, i.e. one bank guarantee for ___ MW bid.

8.10 APPENDIX II-AA: Format of Insurance Surety Bond towards Bid Security

(On non-judicial stamp paper of requisite value as per applicable law)

Insurance Surety Bond No. ……..
Date: _____
(Name of RfS)
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 (acting for and on behalf of APDISCOMs) (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 Bidder/Supplier) 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 120 (one hundred and twenty) days from the Bid Due Date (the "Expiry Period"), together with a claim period of thirty (30) days from the end of the Expiry Period (the "Claim Period"), or such extended period as may be mutually agreed between APPCC and the Bidder and agreed to by the Insurance company, 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 BID SECURITY
BID SECURITY

1. Insurance Surety Bond for Bid Security 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 Bid Security shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.
2. The executing officers of the Insurance Surety Bond for 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 Bid Security 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, acting for and on behalf of APDISCOMs
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.

8.11 APPENDIX II-B: Format of Performance Bank Guarantee as Performance Security

(On non-judicial stamp paper of requisite value as per applicable law)

THIS DEED OF GUARANTEE is executed on this the _____ day of _____ at _____ by _____ (name of the Bank), having its head or registered office at _____, hereinafter referred to as "the Guarantor", which expression shall, unless repugnant to the subject or context, include its successors and assigns;

In favour of the Andhra Pradesh Power Coordination Committee, having its office at Vidyut Soudha, Gunadala, Vijayawada – 520 004, Andhra Pradesh (hereinafter referred to as "APPCC", which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns);

WHEREAS

By the Pumped Hydro Storage Purchase Agreement (the "Agreement") entered into between the Procurer and _____ (name of the entity), a company incorporated under the provisions of the Companies Act, having its registered office at _____ (hereinafter referred to as the "Generator"), the Generator has agreed to provide energy storage capacity from the Pumped Storage Project, hereinafter referred to as the "Project".

In terms of Clause 6.13 of the Tender Document and the corresponding Article of the Agreement, the Generator is required to furnish to APPCC an unconditional and irrevocable bank guarantee for an amount of INR _____/- (Rupees _____ only), being INR 10,00,000 per MW of Contracted Storage Capacity, as security for the due and punctual performance and discharge of its obligations under the Agreement.

At the request of the Generator, the Guarantor has agreed to provide this guarantee, guaranteeing the due and punctual performance and discharge by the Generator of its obligations under the Agreement relating to the Project.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

Capitalised terms used but not defined herein shall have the meanings assigned to them in the Agreement.

The Guarantor hereby irrevocably guarantees the due and punctual performance by M/s _____ of all its obligations relating to the Project under the Agreement.

The Guarantor, as primary obligor, shall unconditionally and without demur pay to the Procurer sums not exceeding in aggregate INR _____/- (Rupees _____ only) within one working day of receipt of a written demand from APPCC stating that the Generator has failed to meet its performance obligations under the Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Generator, or the validity of the demand so made by APPCC, and shall pay the amount specified in the demand notwithstanding any direction to the contrary given, or any dispute whatsoever raised, by the Generator or any other person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

In order to give effect to this Guarantee, APPCC shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variation in the terms and conditions of the Agreement or other documents, by the extension of time for performance granted to the Generator, or by the postponement, non-exercise or delayed exercise of any of its rights by APPCC, or by any indulgence shown by APPCC to the Generator; and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise or indulgence, provided that nothing contained herein shall enlarge the Guarantor's obligations hereunder.

This Guarantee shall be irrevocable and shall remain in full force and effect for the entire Contract Period of five (5) years, with an additional three (3) months beyond the expiry of the Contract Period to cover settlement of final claims, unless discharged or released earlier by APPCC in accordance with the provisions of the

Agreement. The Guarantor's liability in aggregate shall be limited to a sum of INR _____/- (Rupees _____ only).

This Guarantee shall not be affected by any change in the constitution or winding up of the Generator or the Guarantor, or by any absorption, merger or amalgamation of the Generator or the Guarantor with any other person.

The Guarantor has the power to issue this guarantee and to discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under _____.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED

by _____ Bank

by the hand of Shri _____, its _____ and authorised official.

8.11 APPENDIX II-BB: Format of Insurance Surety Bond for Performance Security

(On non-judicial stamp paper of requisite value as per applicable law)

Insurance Surety Bond No. ……..
Date: _____
(Name of RfS)
To:
APPCC

In consideration of the ... [APPCC, 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 .....[Generators Name] ..... with its Registered/Head Office at ..... (hereinafter referred to as the 'Generator', 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 generator, for ----------[Contract sum in figures and words] for ……[Name of the work] and the generator 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 generator to the extent of .....(*).....as aforesaid at any time upto .....(@)..... [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Generator. Any such demand made by the APPCC on the Insurance Company shall be conclusive and binding notwithstanding any difference between the APPCC and the Generator 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 Generator. 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 Generator, 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 Generator 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 generator) 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 Generator and notwithstanding any security or other guarantee the APPCC may have in relation to the Generator's liabilities.

i Our liability under this Insurance Surety Bond shall not exceed INR _____/- (Rupees _____ only).

ii This Insurance Surety Bond shall remain in full force and effect for the entire Contract Period of five (5) years, with an additional three (3) months beyond the expiry of the Contract Period to cover settlement of final claims, unless discharged or released earlier by APPCC in accordance with the provisions of the Agreement.

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 the expiry of the Contract period.

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.

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.

2. 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.

3. Insurance Surety Bond is required to be submitted directly to the APPCC by the issuing Insurance Company (on behalf of Generator) under registered post (A.D.). The Generator can submit an advance copy of Insurance Surety Bond to the Engineer in Charge.

4. 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.

8.12 APPENDIX-III: Format for Power of Attorney and Board Resolution

(To be on non-judicial stamp paper of appropriate value as per the Stamp Act relevant to the place of execution, and notarised. A Board Resolution in favour of the authorised signatory shall also be enclosed.)

Know all men by these presents, we …… do hereby constitute, appoint and authorise ……., presently residing at ……., who is presently employed with us and holding the position of ……., as our true and lawful attorney, to do in our name and on our behalf all such acts, deeds and things necessary in connection with or incidental to the submission of our Bid against the Tender inviting bids from prospective Bidder/s for providing Energy Storage Capacity of 500 MW (8 hours per day, with a maximum of 6 hours continuous discharge) from Pumped Storage Project/s (PSP/s) located anywhere in India, on a "Finance-Own-Operate" basis, for a period of 5 years (Extendable for an additional period of up to two years). We are submitting our Bid for a total quoted capacity of [ ] MW as below:

a. capacity of [ ] MW at Location [ ], Mandal [ ], District [ ], in _____;

b. capacity of [ ] MW at Location [ ], Mandal [ ], District [ ], in _____;

c. capacity of [ ] MW at Location [ ], Mandal [ ], District [ ], in _____.

The aforesaid employee is authorised in respect of Tender No. [ ] dated [ ] issued by the Andhra Pradesh Power Coordination Committee ("APPCC"), including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications and guarantees, or any other document which APPCC may require us to submit. The aforesaid attorney is further authorised to make representations to APPCC, to provide information and responses to APPCC, to represent us in all matters before APPCC, and generally to deal with APPCC in all matters in connection with our Bid until completion of the Bid Process as per the terms of the Tender Document.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney, and agree that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All terms used herein but not defined shall have the meanings ascribed to them under the Tender Document.

Signed by the within named:

Organisation name: _____

through the hand of

Name of authoriser: _____

duly authorised by the Board to issue such Power of Attorney

Dated this _____

Signature of Attorney: _____

Name: _____ Designation: _____

Address of the Attorney: _____

Attested:

Signature of the executant: _____

Name: _____ Designation: _____

Address of the executant: _____

Signature and stamp of Notary of the place of execution

The common seal of ……. has been affixed in my/our presence pursuant to Board of Directors' Resolution dated ……

WITNESSES:

1. Signature _____ Name: _____ Designation: _____

2. Signature _____ Name: _____ Designation: _____

Notes:

- The mode of execution of the Power of Attorney shall be in accordance with the procedure, if any, laid down by applicable law and the charter documents of the executant(s), and shall be under the common seal of the executant affixed in accordance with the applicable procedure.
- The person authorised under this Power of Attorney shall hold a responsible post and designation in the company.
- In the case of a Bidder being a foreign company, the Power of Attorney shall be signed by a person of equivalent position.
- For a Power of Attorney executed and issued overseas, the document must also be legalised by the Indian Embassy and notarised in the jurisdiction where it is issued. However, a Power of Attorney provided by a Bidder from a country that has signed the Hague Legalisation Convention 1961 need not be legalised by the Indian Embassy if it carries a conforming Apostille certificate. Wherever required, the executant(s) shall submit for verification an extract of the charter documents and documents such as a Board Resolution or power of attorney in favour of the person executing this Power of Attorney.

8.13 APPENDIX-IV: Format for Certificate from Statutory Auditor for Technical Capacity

(On the letterhead of the Statutory Auditor)

Date: _____

TO WHOMSOEVER IT MAY CONCERN

Based on its books of accounts and other published information authenticated by it, this is to certify that …….. (name of the Bidder) is an equity shareholder in …….. (name of the project company) and holds or held INR …… crore (Indian Rupees ……. crore only) of paid-up share capital with voting rights (with ___ number of shares of value INR _____ each), constituting ……..% of the total paid-up share capital, subscribed as on the date of Commercial Operation Date of the project or as on the date of incorporation of the project company, from ……... [date] to …….. [date].

The project of capacity/cost …. MW / INR ____ was commissioned on ……. (date of commissioning of the project), as per the commissioning certificate issued to the project company. We further certify that the total cost of the project is INR [figures and words] crore and that the debt-to-equity ratio of the project company is __% : __%.

This certificate is being issued to be produced before the Andhra Pradesh Power Coordination Committee for Tender No. _____ dated _____.

I certify that I have verified the original documents mentioned below and confirm that all information provided in this certificate is true:

a) work order or Letter of Award issued by the procurer;

b) Pumped Storage / Pumped Hydro Storage Purchase Agreement signed with the procurer;

c) commissioning certificate or trial operation certificate issued by the competent authority, mentioning the actual date of commissioning of the project for which Technical Capacity is being claimed;

d) proof of the connectivity voltage level of the project for which Technical Capacity is being claimed; and

e) proof of holding more than twenty-six percent (26%) of paid-up share capital as on the date of COD, for the entity claiming Technical Capacity.

Signature and Seal of the Statutory Auditor,
clearly indicating his/her membership number

Details of all projects commissioned / part-commissioned should be furnished in the format below, signed by the Chartered Accountant:

Item	Particulars of the Project
Title and nature of the project	
Entity for which the project was developed	
Location	
Estimated project cost (INR crore)	
Project commissioned capacity (MW)	
Date of commencement of project	
Date of completion / commissioning	

Item	Particulars of the Project
Date of commercial operation of the project	
Equity shareholding as on the date of commercial operation of the project	
Whether credit is being taken for demonstrating the eligibility criteria from a Group Business Entity (Yes/No)	
Total units generated / stored and delivered from the Project in kWh, with the period	

Instructions:

- Bidder/s shall submit Technical Capacity as per Clause 6.3.
- Provide details of only those projects undertaken by the Bidder under its own name.
- A separate sheet should be completed for each project commissioned / part-commissioned.

8.14 APPENDIX-V: Format for Certificate from Statutory Auditor for Financial Capacity

(On the letterhead of the Statutory Auditor)

Date: _____

We have verified the relevant statutory and other records of M/s _____ [name of the bidding entity] and certify that the net worth is INR _____ crore (Indian Rupees _____ crore) as on the last date of the financial year or calendar year, as per the equivalent law in the respective foreign country.

All figures are in INR crore:

Particulars	**Financial year or calendar year ending DD MMM YYYY (as applicable)**
Aggregate value of the paid-up share capital	[insert amount in INR crore]
Fully, compulsorily and mandatorily convertible preference shares	[insert amount in INR crore]
Fully, compulsorily and mandatorily convertible debentures	[insert amount in INR crore]
Add: all reserves created out of profits and securities premium account	[insert amount in INR crore]
Subtract: accumulated losses	[insert amount in INR crore]
Subtract: deferred expenditure	[insert amount in INR crore]
Subtract: miscellaneous expenditure not written off	[insert amount in INR crore]
Net worth as on the last date of the financial year or calendar year	[insert amount in INR crore]

Note: the above net worth does not include reserves created out of revaluation of assets, write-back of depreciation or amalgamation.

We have submitted the consolidated or unconsolidated audited financial statements, together with the supporting notes as annexure, for the said financial year or calendar year ending DD MMM YYYY.

This certificate, highlighting the breakup of the net worth including references to the various notes in the annual accounts, is being issued to be produced before the Andhra Pradesh Power Coordination Committee for Tender No. _____ dated _____.

Signature and Seal of the Statutory Auditor,
clearly indicating his/her membership number

8.15 APPENDIX-VI: Format for Acceptance of PHSPA Annual Fixed Charge post e-Reverse Auction

(To be printed on the letterhead of the Bidder/s)

Dated: _____

To,

The Chief General Manager (Power Purchase & Legal)
Andhra Pradesh Power Coordination Committee
Vidyut Soudha, Gunadala, Vijayawada – 520 004, Andhra Pradesh
Email: cgm-pp.vja@aptransco.gov.in

Sub: Acceptance of the Pumped Hydro Storage Purchase Agreement (PHSPA) Annual Fixed Charge post e-Reverse Auction process.

Dear Sir,

With reference to your Tender No. [ ] dated [ ], we, having read and examined in detail the Tender Documents and understood their contents, hereby submit our acceptance of the PHSPA Annual Fixed Charge determined after completion of the e-Reverse Auction process, which shall be final and binding on us. The Price Bid is unconditional and valid for one hundred and twenty (120) days from the Bid Due Date.

Please accept our Pumped Hydro Storage Purchase Agreement (PHSPA) Annual Fixed Charge as INR _____ per MW per annum [in Indian Rupees, up to 2 decimal places, in figures and words], valid during the PHSPA Term, for a total Contracted Storage Capacity of [ ] MW. We note that the Monthly Fixed Charge for billing purposes shall be the Annual Fixed Charge divided by twelve (12).

In witness thereof, I/we submit this acceptance under and in accordance with the terms of the Tender Document.

Thanking you,
Yours faithfully,
Dated this [insert date] day of [insert month] 20__
Name and seal of the Bidder/s
(Signature, name and designation of the authorised signatory of the Bidder/s)

8.16 APPENDIX-VII: Format for Declaration of Bid Security

(To be submitted separately for each Project)

No. _____ Date: _____

Subject: Declaration of Bid Security requirement.

We, _____ (insert name of the Bidder), hereby provide this undertaking to the Andhra Pradesh Power Coordination Committee ("APPCC") in respect of our response to Tender No. _____ dated _____.

We undertake that we will abide by the provisions of the Tender for the activities pertaining to submission of our response during the Bid validity period. We undertake not to withdraw or modify our Bid during the Bid validity period, in line with the provisions of the Tender. In case we withdraw or modify our response during the Bid validity period, or violate other provisions of the Tender which render the Bid non-responsive under Clause 4.1, we, _____ (insert name of the Bidder), including our Parent, Ultimate Parent and Affiliates, shall be suspended or debarred from participating in any upcoming tenders issued by APPCC or AP Power Utilities for a period of 2 (two) years from the date of default as notified by APPCC.

(Name and signature of the authorised signatory)

8.17 APPENDIX-VIII: Special Instructions to Bidder/s for e-Tendering

These special instructions supplement the instructions to Bidder/s given elsewhere in this Tender Document. Submission of online Bid/s is mandatory for this Tender.

For conducting electronic tendering, APPCC has adopted the ISN-ETS portal. Bidder/s shall familiarise themselves with the portal's procedures before the Bid Due Date.

Tender bidding methodology:

Element	Description
Sealed bid system	Single-stage, two-envelope
Auction	The sealed bid system shall be followed by an e-Reverse Auction

Broad outline of activities from the Bidder's perspective:

1. Procure a Class-III Digital Signature Certificate (DSC).
2. Register on the ISN-ETS portal.
3. Create the requisite users and assign roles on the portal.
4. View the Notice Inviting Tender (NIT) on the portal.
5. Assign the tender reference for this Tender to the designated user or department.
6. Download the official copy of the Tender Documents from the portal. Note that the official copy is distinct from any free copy; to participate in this Tender it is mandatory to procure the official copy.
7. Submit the Bid on the portal.
8. Respond to APPCC's post-tender-opening queries on the portal (optional).
9. Participate in the e-Reverse Auction on the portal.

Digital certificates

For the integrity of data and the authenticity and non-repudiation of electronic records, and to comply with the Information Technology Act, 2000, it is necessary for each user to hold a Digital Signature Certificate (DSC) of Class-III, issued by a Certifying Authority licensed by the Controller of Certifying Authorities.

Registration

To use the portal, Bidder/s need to register on it. Registration of each organisation should be done by a senior person who will be the main coordinator for e-tendering activities within that organisation. Bidder/s should follow the registration instructions given on the portal and pay any applicable registration fee. After successful submission of registration details and fee, Bidder/s should contact the portal helpdesk to have the registration accepted and activated.

Important: to minimise difficulties during the use of the portal (including the registration process), users should peruse the instructions given in the portal's user-guidance section, including instructions for timely registration, essential computer security settings and important functionality checks. Even after acceptance of registration, Bidder/s will require time to complete activities relating to their organisation, such as creation of users and assignment of roles.

Bidding-related information for this Tender (sealed bid)

The entire bid submission shall be online on the portal, unless offline submission is specified. The broad outline of submissions is as follows:

- Submission of bid parts / envelopes: Technical Part and Financial Part.

- Submission of information pertaining to the Bid Security / EMD.
- Submission of a digitally signed copy of the Tender Documents and any addendum.

Security and transparency of bids

Security-related functionality is implemented on the portal in a multi-dimensional manner. Bidder/s must complete the electronic forms for each bid part carefully and avoid any discrepancy between the information given in the electronic forms and the corresponding main bid. For transparency, the information submitted by a Bidder in the electronic forms is made available to other Bidders during the online public Tender Opening Event (TOE). If it is found during the TOE that a Bidder has not filled in complete information in the electronic forms, the TOE officer may make the corresponding main bid of that Bidder available for downloading, at the risk of that Bidder.

The Bidder shall ensure that any pass-phrase required to decrypt the relevant bid part is submitted to APPCC in accordance with the portal's procedures before the deadline for bid submission.

Bidding-related information for this Tender (e-Reverse Auction)

The e-Reverse Auction shall be conducted after the opening of the Financial Part. The following shall be the parameters for the e-Reverse Auction:

S. No.	Parameter	Value
1	Date and time of the e-Reverse Auction bidding event	To be intimated to responsive Bidder/s after opening of the sealed bids
2	Duration of the e-Reverse Auction bidding event	60 minutes
3	Automatic extension of the closing time if the last bid is received within a pre-defined time duration before closing	Yes
3.1	Pre-defined time duration	Within the last 10 minutes
3.2	Automatic extension time duration	10 minutes
3.3	Maximum number of auto-extensions	Unlimited
4	Criteria of bid acceptance	A Bidder may continue decreasing its own bid value without regard to the starting price or the Rank-1 bid
5	Entity start price	The Bidder's own Total Annual Storage Cost as quoted in the Financial Part
6	Minimum bid decrement	INR 6,000 per MW per annum

Key instructions for Bidder/s

1. Obtain an individual Class-III Digital Signature Certificate well in advance of the first bid submission deadline.
2. Register your organisation on the portal well in advance of the important deadlines, noting that even after acceptance of registration, time will be required to complete activities relating to your organisation such as creation of users and assignment of roles.
3. Ensure that your organisation's concerned executives are trained on the portal well in advance of the first bid submission deadline.

4. For responding to this Tender, assign the tender reference to the designated user or department and procure or download the official copy of the Tender Documents before the closing date and time for procurement of Tender Documents.
5. Submit your Bid well in advance of the bid submission deadline, as there could be last-minute problems due to internet timeout or breakdown. Successful receipt of a bid takes place only if all required bid components are successfully received and validated in the system within the scheduled date and time of closure of bidding. Neither APPCC nor the portal service provider is responsible for what happens at the end-user's end or while a submission is in transit.
6. It is the responsibility of each Bidder to remember and securely store the pass-phrase for each bid part submitted. In the event a Bidder forgets the pass-phrase before the expiry of the deadline for bid submission, the portal facility to annul the previous submission and start afresh with a new pass-phrase should be used.
7. The portal will make your Bid available for opening during the online Tender Opening Event only if your overall bid submission status is complete. Bidder/s should generate and retain a copy of the final submission receipt.

Additional instructions for Bidder/s participating in the e-Reverse Auction

1. Ensure that your organisation's concerned executives are trained on the e-Reverse Auction processes well in advance of the start of the auction.
2. Assign the e-Reverse Auction reference to the designated user or department.
3. Read the rules and related criteria for the e-Reverse Auction as defined by APPCC thoroughly.
4. Ensure that all applicable fees and the Bid Security are in place well before the start of the auction; failing which, the Bidder may not be able to participate.
5. During the auction, submit bids well before the scheduled closing time. Submission near the closing time may fail due to factors such as slow internet speed or delay in data transmission. Even a delay of a fraction of a second after the scheduled closing time will result in failure of bid submission.
6. Digitally sign your final bid after the end of the e-Reverse Auction bidding event.

Minimum requirements at the Bidder's end

- A computer system with a current, supported operating system and broadband connectivity.
- A browser configuration supported by the portal.
- Valid digital signature certificate(s).

8.18 ANNEX-IX: Terms and Conditions of the Reverse Auction

1. After opening of the Price Bid/s and shortlisting of Bidder/s based on the first-round quoted Total Annual Storage Cost and the capacity of qualified Project/s, APPCC shall resort to the reverse auction procedure. The reverse auction shall be conducted as per the methodology specified in Clause 6.7 to 6.11 and the other provisions of this Tender Document and any subsequent addenda or amendments. Bidder/s are advised, in their own interest, to read the documents in their entirety. The terms, conditions and business rules mentioned below are in brief, may not give complete explanations, and are supplementary in nature.
    i. Bidder/s shall ensure online submission of their bid price within the auction period.
    ii. The portal service provider will provide necessary training and assistance before commencement of the reverse auction to interested Bidder/s, on a chargeable basis payable directly to the service provider.
    iii. Business rules for the reverse auction, such as event date, time, bid decrement and extension, shall be as enumerated in this Tender Document or intimated later for compliance.
    iv. The reverse auction will be conducted on the scheduled date and time, as informed to the Bidder/s.
    v. Bidder/s should acquaint themselves with the business rules of the reverse auction set out below.
    vi. If a Bidder or any of its representatives is found to be involved in price manipulation or cartel formation of any kind, directly or indirectly, by communicating with other Bidder/s, action shall be initiated by APPCC.
    vii. Bidder/s shall not divulge either their Bid/s or any other exclusive details of APPCC to any other party.
    viii. The period of validity of prices received through the reverse auction shall be the same as the period of validity of the Bid/s offered.
2. Bidder/s should also note that:
    i. although an extension time is provided, there is a time lag between the actual placing of a bid on the Bidder's local computer and the refreshing of data on the server. Considering the processing time for data exchange and possible network congestion, Bidder/s must avoid last-minute submission.
    ii. participating Bidder/s agree to non-disclosure of trade information regarding the procurement, the identity of the bid process, bid technology, bid documentation and bid details.
    iii. the bid event will lead to the final price of the Bidder/s only.
    iv. technical and other non-commercial queries not impacting price may be routed only to the APPCC contact personnel indicated in this Tender Document.
    v. order finalisation and post-award activities, such as issue of the LOA and signing of the PHSPA, will be transacted directly between the Successful Bidder/s and APPCC.
    vi. the LOA may be issued outside the e-portal, and further processing of the LOA may also be outside the system.
    vii. in case of any problem faced during the reverse auction, and for all bid-process-related queries, Bidder/s are advised to contact the persons indicated in this Tender Document.
    viii. Bidder/s are advised to log in to the auction page well in advance to identify and rectify any problems and avoid last-minute difficulties.
    ix. APPCC will not be responsible for any configuration issues, software or hardware issues, telephone line glitches, or breakdown or slow speed of the internet connection at the Bidder's end.
    x. it may not be possible to extend any assistance during the reverse auction, whether over the telephone or in person, in relation to rectification of the Bidder's own systems, and the Bidder may thereby lose the opportunity to participate in the auction.

xi. no queries shall be entertained while the reverse auction is in progress.

3. Business rules of the reverse auction:

   i. The opening price of each Bidder, i.e. the start price for the reverse auction, will be the first-round Total Annual Storage Cost quoted by that Bidder in its Price Bid for the qualified Project(s).

   ii. The bid decrement shall be INR 6,000 per MW per annum.

   iii. After completion of the online reverse auction, the last quoted price of each Bidder shall be available for further processing. If no bid is received in the auction system within the specified duration of the online reverse auction, APPCC may consider the first-round Total Annual Storage Cost received through e-tendering for selection.

   iv. The online reverse auction shall be conducted by APPCC on the pre-specified date and time, while Bidder/s shall quote from their own offices or a place of their choice. Internet connectivity shall be ensured by the Bidder/s themselves.

   v. During the reverse auction, any request for extension of time will not be considered by APPCC. Bidder/s are therefore requested to make all necessary arrangements and alternatives so that they are able to participate successfully.

   vi. Failure of power or loss of connectivity at the premises of a Bidder during the reverse auction cannot be a cause for not participating in the reverse auction, and APPCC shall not be responsible for such eventualities.

   vii. Bidder/s are advised to be fully trained and to clarify all doubts, such as refreshing of the screen, the capacity and number of Projects being auctioned and the auction rules.

   viii. APPCC reserves the right to cancel, reschedule or extend the reverse auction process or this Tender at any time before award, without assigning any reason.

   ix. APPCC shall not have any liability to Bidder/s 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 Bidder/s.

   x. Other terms and conditions shall be as per the Bidder’s bid, this Tender Document and other correspondence, if any, to date.