Request for Selection (RfS) Document for setting up of

375MW/1500MWH

Battery Energy Storage Systems(BESS)

in Telangana

under Tariff-Based Global Competitive Bidding(TBCB) with Viability Gap Funding(VGF) Supported through PSDF under “B.O.O” model.

RfS No. 25 /HPC&HP/TGGENCO/BESS/2025-26,Dt:22.11.2025

Issued by

Telangana Power Generation Corporation Limited (TGGENCO)

DISCLAIMER

1. Though adequate care has been taken while preparing the RfS document, the bidder(s) shall satisfy themselves that the document is complete in all respect. Intimation regarding any discrepancy shall be given by the prospective bidders to the office of TGGENCO immediately. If no intimation is received from any bidder prior to the las date for seeking clarification**,** it shall be considered that the document is complete in all respect and has been received/ acknowledged by the bidder(s).
2. TGGENCO reserves the right to modify, amend or supplement this document.
3. This RfS document has been prepared in good faith, and on best endeavor basis. Neither TGGENCO nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this document, even if any loss or damage is caused by any act or omission on their part.
4. This RfS is not an agreement and is neither an offer nor invitation to the prospective bidders or any other person. The purpose of this RfS is to set the terms for the selection process and to provide Bidders with information that may be useful to them in preparation and submission of their Bids.
5. The bidder shall bear all its costs associated with or relating to the preparation and submission of its bid, including but not limited to preparation, copying, postage, delivery fees or any other costs incurred in connection with or relating to its bid. All such costs and expenses will remain with the bidder and the authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation of submission of the bid, regardless of the conduct or the outcome of the bidding process.
6. In case of any discrepancy in the documents uploaded on the websites of TGGENCO and ISN-ETS Portal, the documents uploaded on the ISN-ETS bidding website will prevail.

Place: Hyderabad **Date: 22 .11. 2025**

BID INFORMATION

The brief details of the RfS are as under:

<table>
<tr><td>(A)</td><td>NAME OF WORK/ BRIEF SCOPE OF WORK/ JOB</td><td>1. Selection of Battery Energy Storage System Developers for Setting up of 1500 MWh (375 MW x 4 hrs) Standalone Battery Energy Storage Systems in the selected Sub-Stations of TGTRANSCO , Telangana for “on Demand” usage under Tariff-Based Global Competitive Bidding with Viability Gap Funding(VGF) supported through PSDF.
2. The Projects will be set up under “BOO” model with 15 Years Tenure .</td></tr>
<tr><td>(B)</td><td>RfS NO. & DATE</td><td>RfS No.25/HPC&HP/TGGENCO/BESS/2025-26, 22.11.2025</td></tr>
<tr><td>(C)</td><td>TYPE OF BIDDING SYSTEM</td><td>Single Stage Bidding with Two Envelopes</td></tr>
<tr><td>(D)</td><td>TYPE OF RfS/ TENDER</td><td>E – Tender</td></tr>
<tr><td>(E)</td><td>COMPLETION/ CONTRACT PERIOD</td><td>As mentioned in RfS Document</td></tr>
<tr><td>(F)</td><td>DOCUMENT FEE/ COST OF RfS DOCUMENT (NON-REFUNDABLE)</td><td>Rs. 29,500 /-+ GST to be submitted through NEFT /RTGS transfer in the account of TGGENCO.</td></tr>
<tr><td>(G)</td><td>DOCUMENT PROCESSING FEE (Non-Refundable)</td><td>
<table>
<tr><th>Project</th><th>Name of the Substation/ Project</th><th>Proposed BESS Capacity (MW/MWH)</th><th>Bid processing fee(INR Lakhs)</th></tr>
<tr><td>Project 1</td><td>400/220KV SS Maheswaram</td><td>187.5MW/ 750MWH (187.5MWX4Hrs)</td><td>10L+ GST</td></tr>
<tr><td>Project 2</td><td>400/220KV SS Choutuppal</td><td>187.5MW/ 750MWH (187.5MWX4Hrs)</td><td>10L+ GST</td></tr>
</table>
Rs. 10,00,000 + GST shall be submitted mandatorily through NEFT/RTGS transfer in the account of TGGENCO specified in each location/project along with the response to RfS.
</td></tr>
</table>

(H)	**EARNEST MONEY DEPOSIT (EMD)**	Amount of **INR 5,00,000/- per MW** (Indian Rupees Five Lakhs only /MW) shall be submitted in the form of Bank Guarantee/POI/Insurance Security Bond.
(I)	**PERFORMANCE BANK GUARANTEE**	Bidders selected by TGGENCO based on this RfS shall submit Performance Bank Guarantee(PBG) for a value @ **INR 12,50,000/- per MW(**Rupees Twelve Lakhs Fifty thousand only/MW), prior to signing of BESPA as per terms of RfS.
(J)	**PRE-BIDMEETING**	As per date & time mentioned on ISN-ETS portal. Bidders shall submit their queries to TGGENO through email (addressed to: ce.hpc@tggenco.com) on or before pre-bid meeting.
(K)	**OFFLINE & ONLINE BID-SUBMISSION DEADLINE**	Applicable as per NIT on Bharat ISN-ETS portal
(L)	**TECHNO-COMMERCIAL BID OPENING**	As per NIT on Bharat ISN-ETS portal
(M)	**e-Reverse Auction (e- RA)**	Will be informed to eligible bidders. Date and time of e-RA shall be intimated through mail.
(N)	**CONTACT DETAILS OF ISN-ETS bidding Portal**	M/s Electronic Tender.com (India) Pvt. Ltd. Gurugram Contact Person: ISN-ETS Support Team Customer Support: +91-124-4229071,4229072 (From 10:00 Hrs to 18:00 Hrs on all working Days i.e. Monday to Friday except Govt. holidays) Email: support@isn-ets.com
(O)	**Name, Designation, Address and other details (For Submission of Response to RfS)**	**Shri .P.UPENDAR** **CHIEF ENGINEER/HPC&HP** **Telangana Power Generation Corporation LimitedVidyut Soudha, Khairatabad, Hyderabad, Telangana 500082Tel No.040-23499310/311/805** **Website:www.tggenco.com** **EMAIL ID:-ce.hpc@tggenco.com**
(P)	**Details of persons to be contacted in case of any assistance required**	1. Name: Sri.S.VENKAT VARMA Designation: SUPERINTENDING ENGINEER Phone No: +91**9440817007** Email ID:***hpc.se3@tggenco.com***

		2. Name: Smt. K.NAGA MANI Designation: DIVISIONAL ENGINEER Phone No: +91**9493122258** Email ID***: hpc.se3@tggenco.com***
(q)	**Bank Account, GST and PAN details of TGGENCO**	**Name of Bank – State Bank of India, Vidyut Soudha** **Account No. –62345045483** **IFSC Code – SBIN0021027** **GST No. :** 36AAFCT0257Q3ZT **PAN:AAFCT0257Q**

1. Bids must be submitted strictly in accordance with **Section-2 and 3** of the RfS, depending upon Type of Tender as mentioned at **Clause no. (D)** of Bid Information Sheet.
2. Bidders are required to quote strictly as per terms and conditions of the RfS documents and not to stipulate any deviations/ exceptions.
3. Any bidder, who meets the Qualifying Requirement and wishes to quote against this RfS, may download the complete RfS document along with its amendment(s) and clarifications if any, from ISN-ETS Portal (https://www.bharat-electronictender.com) and/or TGGENCO website **(*https://tggenco.com/*)** and submit their Bid complete in all respect as per terms & conditions of RfS Document on or before the due date of bid submission.
4. Clarification(s)/ Corrigendum(s) if any shall also be available on the above referred websites.

Bidders are requested to remain updated for any notices/ amendments/ clarifications etc. to the RfS document through the websites ISN-ETS Portal https://www.bharat-electronictender.com and *https://tggenco.com/* No separate notifications will be issued for such notices/ amendments/ clarifications etc. in the print media or individually. Intimation regarding notification on the above shall be updated on *https://tggenco.com/* and the details only will be available from https://www.bharat-electronictender.com .

Section 1

INTRODUCTION & INVITATION FOR BIDS

1. Background & Introduction

1.1. Telangana Power Generation Corporation Limited (hereinafter referred to as "TGGENCO") is the state-owned electricity generation company responsible for generating power across Telangana, India. TGGENCO came into existence on June 2nd 2014 with the formation of the new state of Telangana and headquartered in Hyderabad, TGGENCO plays a vital role in ensuring reliable and efficient power supply. TGGENCO's key functions including generation of adequate power for the state in the most efficient, economic, and ecofriendly manner, while accelerating power development in the state through planning and implementation of new power generation projects in the state, while ensuring modernization of existing assets. The company has achieved significant milestones, including successful implementation of multiple thermal and hydro electric power plants, enhancing power supply reliability and energy security of the state.

1.2. With various global developments in technology and manufacturing, Renewable Energy (RE) has become the most affordable and cheapest source for meeting the energy requirements. Initial capacities have been successfully integrated to the grids so far, but with increasing penetration of RE in the energy mix, further capacity addition is expected to face issues due to variable nature and supply-demand mismatch.

1.3. The above aspects rightly point out to the next course of direction of energy planning methodology-integrating Energy Storage Systems (ESS) with existing and upcoming RE capacity in order to optimize generation mix while also better utilizing the transmission infrastructure. With respect to increasing the storage component in the energy mix, CEA's Report on identification of usage of storage as business case and for ancillary services, identifies Pumped Hydro Storage System (PSP) and Battery Energy Storage Systems (BESS) as the commercially deployed solutions for providing requisite storage capacity. CEA's Report on Optimal generation capacity mix for the year 2029-30 (Version 2.0), released in April, 2023, envisages a total installed Battery Energy Storage capacity of 41,650 MW/208,250 MWh on all India level as part of the installed capacity in 2029-30. This will be in addition to 18,986 MW of Pumped Hydro Storage System envisaged to be a component of the all India installed capacity in 2029-30.

1.4. Going forward, the planning process for transition to a greener energy mix in the country as well as in the State of Telangana would entail integrating the planned Renewable capacity into India's energy grid while ensuring its safety and reliability. Apart from Pumped Hydro Storage Plants, Battery Energy Storage Systems (BESS)

are envisaged to be significant element of the future grid with increased share of renewable energy in accordance with the target of 500 GW of non-fossil-based capacity to be installed by 2030. Energy Storage Systems (ESS) are necessary to address this challenge by storing excess energy when not needed and supplying it during peak demand periods. As reliance on RE increases, the grid experiences stress during evening and morning peaks when sufficient RE is not available, necessitating additional power dispatch. ESS plays a vital role in successfully integrating RE into the grid and assisting grid operators in managing these fluctuations in demand and RE supply. ESS connected to solar pooling stations also help in maximizing the capacity utilization of RE transmission systems.

1.5. The Ministry of Power, Govt. of India, in its letter dated 09.06.2025 highlighted the need for BESS in RE rich States to deal with challenges due to large scale integration of renewable energy and to enhance the integration of variable renewable energy sources. Under the "Guidelines for Viability Gap Funding (VGF) Scheme for development of Battery Energy Storage Systems (BESS) supported through Power System Development Fund (PSDF)", has earmarked VGF support for Telangana for a cumulative BESS capacity of 1500 MWh to accelerate deployment of BESS capacity.

1.6. The Principal Secretary, Energy Department, Govt. of Telangana has issued **GO Rt no. 40, dt.09.09.2025** duly nominating TGGENCO as nodal agency for implementations of PSPs, BESS, Mini & micro Hydel, Geo thermal etc. The Principal Secretary, Energy Department, Govt. of Telangana has accorded approval vide G.O.Ms.no.41,dt.17.11.2025 for setting up of 1500MWH(375MWx4Hrs) Standalone BESS project by TGGENCO at 400KV/220KV Maheswaram & Choutuppal TGTRANSCO Substations.

1.7. In view of the above,TGGENCO hereby invites proposals for setting up of Standalone Battery Energy Storage Systems (BESS) connected with the State Grid, for a cumulative capacity of 1500 MWh (375 MW x4 hrs) at the selected Substations of TGTRANSCO i.e., 400KV/220KV TGTRANSCO Substations at Maheswaram & Choutuppal with 1 (one) cycle charging/discharging operation of BESS under BOO model with 15 years tenure. TGGENCO shall enter into a Battery Energy Storage Purchase Agreement (BESPA) with the successful Bidders selected based on this RfS, for providing Energy Storage facility to TGDISCOMS as on a "On-Demand" basis, as per the instructions of SLDC/DISCOMS as per the terms, conditions and provisions of the RfS and BESPA.

1.8. Battery Energy Storage System Developers (hereinafter referred to as BESSDs) selected by TGGENCO based on this RfS, shall set up the BESS on Build Own and Operate (BOO) basis in accordance with the provisions of this RfS document and standard BESPA. BESPA documents are available for download from the portal **https://www.bharat-electronictender.com**

1.9. The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. available if any for such Projects. The same will not have any bearing on comparison of bids for selection. As equal opportunity is being provided to all Bidders at the time of tendering itself, it is up to the Bidders to avail various tax and other benefits. No claim shall arise on

TGGENCO for any liability if Bidders are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff. TGGENCO does not however, give a representation on the availability of fiscal incentive and submission of bid by the Bidder shall be independent of such availability or non-availability as the case may be of the fiscal incentives..

1.10. Guidelines for Implementation of the RfS

This RfS document has been prepared based on "Guidelines for Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services" notified in Gazette Notification CG-DL-E-11032022-234077 dated 10th March 2022 and the "Guidelines for Viability Gap Funding (VGF) Scheme for development of Battery Energy Storage Systems (BESS) supported through Power System Development Fund (PSDF)", dated 09th June 2025, both issued by the Ministry of Power (MoP), Govt. of India, and their subsequent amendments and clarifications issued thereto until the bid submission deadline for this RfS.

1.11. Viability Gap Funding

Projects selected under this RfS shall be eligible for grant of Central Financial Assistance in the form of Viability Gap Funding (VGF) to be released as per the provisions contained in this RfS. The VGF support has been earmarked for a cumulative BESS capacity for Telangana of 1500 MWh.

Disbursement schedule – The VGF amount to the eligible projects shall be disbursed in three tranches as detailed below –

Milestone	VGF Disbursement (%)
On Financial closure, subject to submission of Bank Guarantee	20
On Commercial operation Date(COD)	50
Completion of 1st year from COD	30
Total	100

BESS Developers are required to submit a bank guarantee (BG) of value equal to the VGF to be disbursed, prior its release to developer. This BG shall be liable for encashment to recover the VGF amount in the event of non-fulfillment of scheme conditions specified in the Bidding Documents. The BG for the VGF sanctioned up to COD may be released within one year of COD

2. Invitation for Bids

2.1. A Single Stage, Two-Envelope Competitive Bidding Procedure will be adopted and will proceed as detailed in this document. The respective rights of TGGENCO and the Bidder/BESSD shall be governed by the RfS Documents/Agreements signed between TGGENCO and the BESSD.

2.2. Interested bidders have to necessarily register themselves on the portal https://www.bharat-electronictender.com ("ETS portal") through M/s Electronic Tender.com (India) Pvt. Limited to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal for which they are required to contact M/s Electronic Tender.com (India) Pvt. Limited, New Delhi to complete the registration formalities. Contact details of ISN-ETS is mentioned on the Bid Information Sheet. All required documents and formalities for registering on ISN-ETS are mentioned in the subsequent RfS documents.

They may obtain further information regarding this RfS from the registered office of TGGENCO at the address given on the Bid Information Sheet from 10:30 hours to 17:00 hours on all working days by taking prior appointment.

For proper uploading of the bids on the ETS portal, it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed in the portal, as well as by contacting Bharat-ETS portal directly as and when required, for which contact details are also mentioned on the Bid Information Sheet. TGGENCO in no case shall be responsible for any issues related to timely or properly uploading/ submission of the bid in accordance with the relevant provisions of the Bidding Documents.

2.3. Bidders should submit their bid proposal complete in all aspect on or before last date and time of Bid Submission as mentioned on ISN-ETS portal (https://www.bharat-electronictender.com), TGGENCO website ***https://tggenco.com/*** and as indicated in the Bid Information Sheet.

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

RfS documents which include Eligibility Criteria, Technical Specifications, various Conditions of Contract, Formats etc. can be downloaded from the ISN-ETS Portal or from TGGENCO's website. It is mandatory to download official copy of the RfS Document from ISN-ETS bidding Portal to participate in the Tender. Any amendment(s)/corrigendum(s)/clarification(s) with respect to this RfS shall be uploaded on ISN-ETS website. The Bidder should regularly check for any Amendment(s)/Corrigendum(s)/Clarification(s) on the above mentioned ISN-ETS bidding Portal website. The same may also be uploaded on TGGENCO's website. However, in case of any discrepancy, the information available ISN-ETS website shall prevail.

2.5. TGGENCO shall conduct e-Reverse Auction (e-RA) as per provisions of RfS documents.TGGENCO reserves the right to cancel/ withdraw/ defer this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

2.6. TGGENCO has issued this RfS in the capacity of "Intermediary Procurer" as defined in the aforementioned Guidelines. TGGENCO may develop a suitable monitoring mechanism, to analyze the performance of the Project and carry out random checks to verify compliance of quality standards.

2.7. Interpretations

a. Words comprising the singular shall include the plural & vice versa.

b. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.

c. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.

d. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.

e. The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.

Section 2

SPECIAL CONDITIONS OF CONTRACT

3. Scope of Work

3.1. Under this RfS, the BESSD shall be required to set up a Battery Energy Storage System (BESS), with the primary objective of making the Energy Storage facility available to TGDISCOMs for charging/discharging of the BESS, on an "on demand" basis. Detailed criteria for performance are elaborated in Clause 8 of the RfS.

3.2. Setting up of the BESS and interconnection of the BESS with the State Transmission Utility (STU) network and entire Operation & maintenance including safety of the equipment / personnel will be under the scope of the Battery Energy Storage System Developer (BESSD). This RfS is technology agnostic on the nature of battery storage system being opted by the BESSD, as long as it meets the definition of Battery Energy Storage System (BESS) under this RfS and the required performance criteria under the RfS and BESPA. In line with the "Amendment in Operational Guidelines for viability Gap Funding Scheme for development of Battery Energy Storage System supported through Power System Development Fund (PSDF)" notified by the Ministry of Power on 4th August 2025, the BESSD shall ensure that the BESS installed is of requisite quality as per best industry practices and refurbished battery cells are not used in the project.

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

4. Total capacity offered and Project sizing

4.1. Selection of BESS Projects for a total capacity of 375 MW/1500 MWh(375MWx4Hrs) to be installed in the Sub Sations of TGTRANSCO as per Clause 4.8 and Annexure E will be carried out through e-bidding followed by e-Reverse Auction process.

4.2. The land area corresponding to each Substation shall be allocated to the BESSD based on the BESS capacity proposed to be installed at the respective Substations/locations as detailed in Annexure-E..

4.3. The selection of BESSD will be carried out based on the Tariff / Annualized capacity Charges offered by the Bidders. In this context, the term "Project" used anywhere in the RfS, BESPA, will solely mean the BESS, set up by the BESSD to make available the Contracted Capacity as agreed to in the BESPA.

4.4. Each Project shall be allocated to the lowest Qualified Bidder at a particular location/Sub-Station as per the respective capacity as indicated in Clause 4.8 and Annexure E.

4.5. Bidding Company, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit one single application in the prescribed format detailing all projects for which the bidder is submitting the application. Statement for the same is to be submitted as per Format for Disclosure (Format 7.8) .

4.6. The Projects shall be connected to the designated Interconnection Points as outlined in Clause 4.8, and the BESSDs shall be required to demonstrate the Contracted Capacity at the respective Interconnection Point.

4.7. For a specified Contracted Capacity, any oversizing of the BESS over the minimum rated Energy capacities required under this RfS is left to the discretion of the BESSD. However, it is to be noted that, at the time of commissioning, rated capacity of the BESS (Power and Energy) to be installed as indicated in the BESPA, will be verified.

4.8. Project Configuration:

Sl.No	**Project**	**Name of the Substation/ Project**	**Interconnection Voltage**	**Proposed BESS Capacity (MW/MWH)**
1	**2**	**3**	**4**	**5**
1	**Project1**	**400/220KV Sub-Station Maheswaram**	**220KV**	**187.5MW750MWH (187.5MWX4Hrs)**
2	**Project 2**	**400/220KV Sub-Station Choutuppal**	**220KV**	**187.5MW750MWH (187.5MWX4Hrs)**
			Total Capacity	**375MW/1500MWH**

4.9. The Bidder is required to design the Battery Energy Storage System (BESS) under the BESPA, ensuring that the BESS can charge and discharge with a C-rate of 0.25.

4.10. Additionally, the BESS must be capable of being charged or discharged in blocks of either 60 MW / 240 MWh or 67.5MW / 270 MWh up to the total rated capacity specified at each location/ project. Each BESS block must be operated/responded independently to comply DISCOMs/SLDC instructions. For operational purposes, each BESS block will be treated as a separate project and schedules and operating instructions will be issued accordingly .This facility will be used to control the State deviations along with specified hours of charging and discharging.

4.11. If on any day, the BESS system cannot be utilized, the same shall be made available for charging and discharging on any day as second charge cycle with in 365 days.

4.12. During the total contract period, 6300 cycles shall be utilized. The difference between No. of single cycle per day over 15 years and 6300 cycles can be utilized as a second cycle anytime during contract period.

5. Maximum Contracted Capacity Allocation for a Bidder

Following conditions shall be applicable to the Bidders for submission of bids against this RfS:

5.1. The total capacity of 375MW/1500 MWh (375MWX4Hrs)shall be set up at locations, as shown in Clause 4.8 above. Each Bidder, including its Parent, Affiliate, Ultimate Parent, or any Group Company, shall submit a single bid for each projects/location they intend to participate in.

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

5.3. The minimum capacity against which the bids are to be submitted by the bidders in **each location shall not be less than the proposed Capacity at each location mentioned** at Column (5) of table under Clause 4.8 above. The total capacity to be allocated to a Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall be up to 1500 MWh (total contracted capacity under this RfS), in case a bidder chooses to apply for all the project locations.

Note: In case a common Company/Companies directly or indirectly hold(s) more than 10% but less than 26% shareholding in more than one Bidder participating in the RfS, each of such Bidders will be required to submit the Disclosure as per Format 7.8A. In all other cases, Format 7.8 will be applicable.

5.4. The Land shall be provided through Right-of-Use basis by TGTRANSCO/TGGENCO to the developer, at **an annual lease charge of Rs. 1(one) per acre per Year.**

5.5. The evaluation of bids shall be carried out as described in SECTION 5 of RfS. The methodology for allocation of project is elaborated in SECTION 5 of RfS.

5.6. Subject to the exception as per Clause 5.1, multiple bids from same company including its Parent/ Ultimate Parent/Affiliates/Group Companies shall make all the bids submitted by the group invalid.

6. Project Location

6.1. The total Project capacity of 375 MW/1500 MWh shall be located in the vicinity of Substations of the STU network as per information mentioned in Clause 4.8 and Annexure E, in the State of Telangana. Land identification and allocation for the Projects will be under scope of the TGTRANSCO i.e. State Transmission Utility owning the identified Substation. Land will be provided on right-of use basis to the BESSD at **annual lease charge of Rs. 1 per acre per year** through suitable agreement with TGTRANSCO/TGGENCO.

6.2. The above land area will be given to the BESSD for Right of Use (ROU) and BESSD requires to submit the Right of Use (ROU) agreement along with BESPA. The above land area will be handed over to the BESSD within 60 days from Effective Date of the BESPA. In case of any delay in handing over of the identified land to the BESSD, the Financial Closure and Commissioning milestones will be suitably extended. If the land area provided seems to be inadequate for the Project, any deviation from the project capacity due to land shortage, if raised by the BESSD, will not be permitted. For avoidance of doubt, it is clarified that there is no merchant capacity allowable under this RfS.

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

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

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

6.4. After the expiry/termination of the BESPA, the entire land area allocated to the BESSD shall be returned to TGTRANSCO/TGGENCO in the same condition as it was allocated within 180 days of expiry/termination of the BESPA. If the BESSD does not vacate the allocated land area and/or does not uninstall the entire Project equipment from the designated land area upon expiry/termination of the BESPA, TGTRANSCO/TGGENCO shall charge the applicable market price/circle rate for the respective land parcels, as fixed by the concerned Revenue Authorities of the Government, as part of penalty on the BESSD till they hand over the land in same condition as it was allocated. Furthermore, TGGENCO shall have the right of first refusal with respect to the infrastructure developed by BESSD at project location.

6.5. Substation Specific Details:

(a) The General Arrangement (GA) Drawings and Single Line Diagrams of the connected TGTRANSCO Sub-Stations will be uploaded on the https://www.bharatelectronictender.com.

(b) For approach to BESS, it is required to construct the approach road separately by the BESSD for accessing the Project, without hindering the O&M activities of respective sub-stations.

(c) As Battery Energy Storage System is prone to fire hazard, the BESSD shall provide suitable means such as fire barrier between switchyard and BESS to avoid fire to spread from BESS to Yard equipment. The safety of the equipment / personnel related to BESS operations will be in the scope of the BESSD.TGTRANSCO/DISCOMs will in no way be responsible for any loss/ damage due to any fire accidents. Fire Hydrant system with approval from Fire Force Department, Telangana shall be installed in the BESS area. The BESS container area shall be fitted with High mast Thermal & Surveillance Camera and streaming of the same shall be provided at Control Room of Sub Stations.

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

Contact details of concerned officers from TGTRANSCO/TGGENCO for the site visit are as follows:

Sl.No	Project	Name of the Substation/ Project	Contact details of the TGTRANSCO officers	Contact details of the TGGENCO officers
1	**Project1**	**400/220KV SS Maheswaram**	**P.Venkat Reddy, Executive Engineer, P.No.8712462697**	**1.S.Venkat Varma,SE (9440817007)** **2.K.Naga Mani,DE (9493122258)**
2	**Project 2**	**400/220KV SS Choutuppal**		

7. Connectivity with the Grid

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

Sl.No	Project	Name of the Substation/ Project	Connectivity Voltage Level (in kV)	Bay Availability
1	**Project1**	**400/220KV SS Maheswaram**	**220KV**	1.It is to inform that, spare 220KV bays are not available at 400KV/220KV Maheshwaram Substation & 400KV/220KV Choutuppal Substation 2.As per the Mop Guideline dated 10.03.2022 ,the cost for construction of the additional bay shall be borne by BESSD 3.Construction of 220KV bay along with common bus bar is in the scope of TGTRANSCO. However the expenditure for the above shall be born by the BESS Developers at each location.
2	**Project 2**	**400/220KV SS choutuppal**	**220KV**	

The Project should be designed for interconnection with the State Transmission Network in accordance with the prevailing TGERC / CERC regulations in this regard. For interconnection with the grid and metering, the BESSD shall abide by all rules and regulations framed under the Electricity Act, 2003 including the applicable Grid Code, Grid Connectivity Standards, Regulations on Communication System for transmission of electricity and other Regulations/Procedures (as amended from time to time) issued by Appropriate Commissions and Central Electricity Authority (CEA). Under this RfS, project wise voltage for interconnection at the STU shall be as indicated in the table above. Accordingly, power evacuation infrastructure upto the 220KV level shall be developed by TGTRANSCO. And the charges for 220KV Bay construction will be born by BESS Developers. BESSD shall also comply with the requirements of relevant authority regarding charging and synchronization.

BESSD shall also comply with the requirements mentioned in the First Time Charging (FTC) regulations/rules issued by the Government, as amended from time to time. The term "Grid network/substation wherever indicated in the RfS/BESPA shall refer to the "STU or TGTRANSCO network", wherever applicable. BESSD shall also comply with the requirements of relevant authority regarding charging and synchronization.

The Project shall be interconnected to the TGTRANSCO Sub-Stations as per **Annexure-E** in Telangana. Necessary applications for grant of connectivity will be required to be made by the BESSD. All the requisite costs associated with obtaining connectivity shall be borne by the BESSD.

***Important Notes:**
For any clarifications on the above, bidders may contact the STU in this regard. Regarding availability of connectivity at the substation, data as made available by STU shall be final and binding.

(i) Bidders must make note of the information pertaining to the bay availability at the Sub Station.

(ii) It is to inform that, spare 220KV bays are not available at 400KV/220KV Maheshwaram Substation & 400KV/220KV Choutuppal Substations for interconnection of BESS projects . As per the Mop Guideline dated 10.03.2022 ,the cost for construction of the additional bay will be borne by BESSD

(iii) Construction of 220KV bay along with common bus bar is in the scope of TGTRANSCO. However the expenditure for the above will be born by the BESS Developers at each location.

(iv) Approx. cost for 220KV bay construction at

- 400/220KV Maheshwaram Substation is Rs.15 Crores(approx)
- at 400/220KV Choutuppal Substation Rs. 15 Crores(approx)

(v) Tentative coordinates of the Interconnection Point may be obtained from the STU.

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

7.3. Connectivity has been assured to be provided to the BESSD and necessary applications for grant of connectivity will be required to be made by the BESSD. All the requisite costs associated with obtaining connectivity shall be borne by the BESSD.

Note:

1. For any clarifications pertaining to the above, prospective bidders are advised to contact TGTRANSCO. With respect to the availability of connectivity at the designated Substation, the information provided by TGTRANSCO shall be considered final and binding on all bidders.
2. Bidders must make note of the information pertaining to space availability at the Substation.
3. Tentative coordinates of the Interconnection Point may be obtained from the TGTRANSCO.

7.4. The entire cost of construction of infrastructure from the Project upto and including at the Interconnection Point, including but not limited to the transmission line, maintenance & all cost up to the delivery point shall be borne by the BESSD. The SLDC/Scheduling charges, connectivity and other charges shall be payable by BESSD. The BESSD shall be required to follow the Connectivity Procedure as per the applicable Regulations issued by Appropriate Regulatory Commission / CEA as amended from time to time. The Bidders have to connect to the specified STU substations for Interconnection of the Project to the Grid. Connectivity to any other Sub Stations than specified is not permissible as per this RfS.

7.5. For transmission of power during charging/discharging of the BESS, transmission charges and losses applicable as per the applicable regulations, beyond delivery point will be borne by DISCOMs. All expenses including wheeling charges and losses in relation to the transmission and distribution beyond the Metering Point shall be borne by DISCOMs. **Applicability of the charges and losses on charging and discharging power shall be governed as per the CERC/TSERC Regulations prevailing from time to time.**

7.6. Metering arrangement of each project shall have to be adhered to in line with relevant clause of the BESPA. All relevant parameters of energy injected and drawn by the project shall be measured and continuously recorded by means of a main meter, check meter and standby meter as per the applicable CEA metering regulations and its amendments from time to time. Power Quality Meter shall also be provided as per extant regulations.

7.7. The BESS shall perform in one or several pre-defined ways (e.g. regulating its own output power according to the orders given by SCADA system) to achieve an active power balance between generation and demand to maintain the power system frequency within a reasonable range.

7.8. The BESSD shall comply with all the applicable CERC/TGERC Regulations including on Forecasting, Scheduling and Deviation Settlement as applicable from time to time. The scheduling of the power to/from the project as per the applicable Regulations shall be decided by DISCOMs/SLDC. **However, any Deviation Settlement Mechanism (DSM) penalties due to violation of the schedule of charging or discharging of the BESS at BESS end shall be to the account of the BESSD**. In order to remove potential discrepancies and ambiguities, the BESSDs are hereby instructed that, as part of scheduling of power to/from the Project, they will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces of the SLDC concerned for the corridor of power flow, including the TGTRANSCO, as per the CERC/TGERC Regulations in force, under intimation to DISCOMs. DISCOMs may facilitate in identification of any discrepancy and assist the BESSD for its early rectification without any liability on DISCOMs/TGTRANSCO. The BESSD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices.

7.9. DSM penalties, if any, shall be levied separately on the BESSD as applicable, at their BESSD ends for the charging and discharging activities.

7.10. **Reactive power charges shall be on account of BESSD as applicable, at BESSD end during charging and discharging**, as per CERC/TGERC regulations. It is to be ensured that harmonics must be maintained within prescribed limits as per regulations/ procedures issued by the appropriate state authority/ commission and CEA, as amended from time to time.

7.11. The BESSD shall be required to follow the applicable Procedure for Grant of connectivity as issued by TGERC/CERC/CEA as applicable as well as other regulations issued by TGERC/CERC/CEA and as amended from time to time. The BESSDs will be required to apply for connectivity at the identified substations within 30 days of signing of LoA and shall furnish copies of the application as well as granted connectivity, to DISCOMs at the earliest. In case the BESSD fails to obtain the connectivity at a Substation identified by the Bidder, the same shall be immediately notified by the BESSD to DISCOMs. At least 30 days prior to the proposed commissioning date, the BESSD shall be required to submit the Connectivity Agreement signed with the STU/TGTRANSCO.

7.12. The Battery Energy Storage System (BESS) be equipped with a Grid Forming Inverter (GFM) mode which is capable of providing supply during Black Start

Restoration. The inclusion of such capability will significantly enhance system **reliability** and resilience during contingency conditions.

7.13. The Battery Management System (BMS) shall be designed with all essential features for ramp-up and ramp-down control of active power. It shall also include provisions for remote control and monitoring of active power set- points from the State Load Despatch Centre (SLDC) through SCADA for operational flexibility and for maintaining frequency within IEGC band.

7.14. Before grid integration, BESS developers/OEMs shall furnish standard PSS/E **or IEEE dynamic** models of the proposed system for evaluation of its dynamic performance. This evaluation will enable proper validation of system stability under different operating conditions, as per the provisions of CERC (IEGC) Regulations, 2023, Clause 40.

7.15. In accordancee with Central Electricity Authority (Technical Standards for **Construction** of Electrical Plants and Electric Lines) Regulations, 2022, the following shall be ensured:

1. Synchrophasor measurement using Phasor Measurement Units **(PMUs)** with **fibre-optic connectivity, GPS** receiver and associated communication equipment shall be provided for real time monitoring of the entire interconnected grid.
2. PMUs shall be installed for Battery Energy Storage System(50 MW).
3. All PMUs shall comply with IS 60255-118-1:2018 standards.

8. Performance Criteria of the Project

8.1. Project performance parameters

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

b) For example, for a Project Capacity of 100 MW/400 MWh, Contracted Capacity shall be 100 MW/400 MWh under the BESPA. Accordingly, for a Contracted Capacity of 100 MW, the BESPA shall entitle the off taker to schedule discharge up to 400 MWh of energy from the BESS in 1 (one) cycle, subject to the following:

i. TGDISCOMS will schedule charging of the BESS with equal amount of energy plus energy expected to be lost as conversion losses (determined from the guaranteed Round-Trip Efficiency (RtE)of the system).

Ilustration: For a Contracted Capacity of 100 MW/400 MWh, assuming an RtE of 85%, TGDISCOMS shall supply charging power to the tune of 470.58 MWh, to expect a discharge of 400 MWh as per the desired schedule.

ii. Energy scheduled for discharge in a given cycle during a year shall be more than or equal to the Min. Dispatchable Energy Capacity at the End of Year as specified in Clause 8.1.e.4 below.

For example, during the 3rd Year after COD, the energy scheduled for discharge from 100 MW/400 MWh capacity shall be more than or equal to 100x0.94x4 = 376 MWh.

iii. Contracted capacity shall be the project capacity at delivery point. TGDISCOMS shall provide the charging energy factoring the RtE, as per specified RtE in RfS.

c) The total Project Capacity shall be for supply to and off take by TGDISCOMs and there will be no merchant capacity. The BESS shall adhere to the specifications and performance requirements laid out in Annexure-A of the RfS in this regard.

d) Power rating of the project capacity of 1500 MWh BESS will be 375MW(375MW x1 hr), i.e., the maximum value of the active Output and Input Power at the Delivery Point. Input power shall be provided by TGDISCOMs at delivery point for contract capacity as illustrated in 8.1 (b). The Energy rating of 1500 MWh of the system will be the dispatchable capacity at COD of the system, as measured at the Metering Point. Terms and definitions of terminologies related to BESS shall be as defined in IEC 62933-2-1.

e) The BESSD shall make the BESS available **for 1 Operational cycle per day, i.e. 1 complete charge-discharge cycles(4 Hrs) per day.**

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

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

   The Monthly Average Availability shall be calculated for each month. On the basis of monthly Availability, average of each month taken for calculation of Annual Average Availability. While considering Annual Average availability, only lesser then 95% or up to 95% Monthly Average Availability to be added to derive the Annual Average Availability. The illustration is provided as under,

Illustration:

Month	**Monthly Average Availability**	**Monthly Average Availability for Calculation**	**Annual Average Availability = {∑(Monthly Average Availability which are lesser than 95% or up to 95%)}/ 15**
1	95%	95%	
2	95%	95%	

3	93%	93%	= (95%+95%+93%+95%+93%+95%+95%+92%+95%+95%+91%+90%+95%+95%+95%)/15 = 93.93 % ~94%
4	97%	95%	
5	93%	93%	
6	98%	95%	
7	95%	95%	
8	92%	92%	
9	96%	95%	
10	95%	95%	
11	91%	91%	
12	90%	90%	
13	95%	95%	
14	96%	95%	
15	97%	95%	

2. System Availability of the Project shall mean the ability of the BESS to execute a function i.e. charging or discharging, when called upon to do so, as per the schedule or signal provided by the off-taker, subject to the minimum system ratings specified herein. In addition, the BESSD shall also demonstrate, on annual basis, 100% of the minimum dispatchable Capacity of the BESS as required under **Clause 8.1.e.4** below.

   For a given BESPA, the Annual availability guarantee shall commence from the date of fully commissioning of the system and shall be calculated as below:

   Monthly System Availability = Mean of the System availabilities of all time-blocks during the Month in which the off-taker has scheduled power for charging/discharging the BESS**.**

   where,
   System Availability in a time-block=

$$\frac{Actual\ Injection/Drawl\ MU_i(A)}{Scheduled\ Injection/Drawl MU_i(B)},$$

   where

   a. i refers to the ith time-block in the Month where Scheduled Injection/Drawl MUi $\neq 0$.

   b. Actual Injection/Drawal MUi is the Energy Scheduled for Charging/Discharging in the ith time block, in MUs

c. Scheduled Injection/Drawal MUi is the Energy Scheduled for Charging/Discharging in the ith time block, in MUs

d. A and B shall be as per the DSM/UI Reports published by the SLDC or measurement at the Main ABT Meter at the Point of Interconnection.

System Monthly availability shall be calculated as per above for each month. On the basis of monthly Availability, average of actual monthly availability for each month shall be taken for calculation of Annual System Availability. If the Annual unavailability of 5% is already reached during part of a year, the Monthly Capacity Charges will be paid only after deducting the Penalty towards shortfall in Availability.

3. The BESSD shall guarantee **AC to AC roundtrip efficiency (RtE) 85% of system on monthly basis and this AC to AC RtE is without considering auxiliary.** The BESSD shall be liable for Liquidated Damages to the off- taker, if any, on account of excess conversion losses, based on the following conditions:

   a. For RtE <70%, there shall be a liquidated damage @ APPC tariff of previous financial year of the Discoms of excess conversion losses considering system RtE = 85% and tariff payment for the corresponding month shall not be made to the BESSD;

   b. For 70% ≤ RtE < 85%, there shall be a liquidated damage levied @ APPC tariff of previous financial year of the Discoms of excess conversion losses considering system RtE = 85%;

   c. For RtE > 85%, there shall be incentive @Rs. 0.50 per unit of excess discharge of energy considering system RtE = 85%

System Roundtrip Efficiency =

$$\frac{\textbf{\textit{Sum Total of Actual Injection/Discharging MUsj in a month (C)}}}{\textbf{\textit{Sum Total of Actual Drawal/Charging MUsj in a month (D)}}}$$

Where,
j refers to the jth month in a year;
D ≠ 0;
D <= 2 x Ebess x (MDn-1 – (MDn-1 – MDn) x j/12)x(Number of days in the jth month))/ RtEg; Ebess refers to Energy Rating specified in **Clause 8.1.b).** above;

MDn-1 refers to minimum guaranteed dispatchable energy at the end of the previous year (as a % of Capacity at the COD specified in **Clause 8.1.e.4**. below);

MDn refers to minimum guaranteed dispatchable energy at the end of the current year; RtEg refers to the guaranteed Round-Trip Efficiency under the BESPA;

C and D shall be as per the DSM/UI Reports/State Energy Account published by the SLDC or measurement at the Main ABT Meter at the Point of Interconnection.

Note:

- The Scheduled capacity shall be subject to the System Power Rating specified in **Clause 8.1.b,8.1.d** above.
- **The BESSD shall take separate metered connection from DISCOMs or can draw power from interconnection point for the Auxiliary Power load of BESS.** Separate meter would be arranged by Developer to measure Auxiliary consumption and that would be billed by DISCOMs as per prevailing tariff. However, During construction phase, the BESSD shall make their own arrangements or may avail power supply from DISCOMs on chargeable basis as per applicable rules/procedure. The BESSD shall make his own arrangements to meet the water requirements during construction and O&M period.

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

Year	Min. Dispatchable Capacity at the end of Year (as a % of Capacity at the Beginning of Life/Final COD)
1	98%
2	96%
3	94%
4	92%
5	90%
6	88%
7	86%
8	84%
9	82%
10	80%
11	78%
12	76%
13	74%
14	72%
15	70%

5. The nameplate ratings shall be achievable during discharge for the full range of environmental conditions at the project site when the battery is fully charged. In any case, the BESS shall be capable of being discharged at reduced power levels from that specified above. However, the energy discharged from the battery shall not require to be greater than the nameplate watt-hour rating specified herein.

For example, at the end of the 3rd Year after COD, the energy scheduled for discharge from 200 MW capacity shall be more than or equal to 200X0.94X4=752MWH

6. SLDC in consultation with TGDISCOM shall, in accordance with Applicable Laws and Regulations there under, issue instructions to the BESSD on behalf TGDISCOM for dispatch of electricity to the Grid during such period and in such volume as it may specify in its instructions. The BESSD shall clearly specify the maximum recovery times required to restore the BESS for functional availability between duty cycles. The maximum allowed cooling time between Charge to Discharge or Discharge to Charge would be 1 Hour or as stated by the bidder in their offer, whichever is lesser..

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

   a. Maximum BESS recovery time as specified in this document
   b. Grid Outages (duly certified to this effect by the Grid Operator)
   c. Planned Maintenance Outage duly informed by the BESSD to the off-taker with at least one month's prior notice, subject to total no. of planned outage period being not more than 34 hours in a two-month period.

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

   BESSD will have to comply with the Charging and Discharging Schedule as intimated by SLDC. It is clarified that discharge of BESS shall take place subject to the transmission constraints at the TGTRANSCO substation.

   SLDC/DISCOMs shall provide tentative day-ahead schedules, however, real time charging and discharging instructions, if required, will be given. This notice shall consider any cooling time required between charging and discharging as specified in the RfS.

   In addition to above, the BESSD shall also submit Available energy Test Report for the Project capacity as per IEC 62933-2-1 on Annual basis.

8. It shall be the responsibility of the BESSD to make periodic replacements/replenishments of system capacities (to ensure annual guaranteed system ratings), if and when required, up to the Term of the Contract. Outage time as a result of replacement will also be counted as an "Accountable BESS Outage" for the purpose of computing BESS Availability.

Pursuant to the provisions above, the BESSD shall plan the dispatch of electricity and convey its availability for scheduling thereof by the SLDC and shall supply electricity in accordance with the provisions of the Grid Code and the Electricity Act, 2003. The BESSD shall adhere to all the technical requirements as brought out in Annexure-A of the RfS. The BESS shall conform to all the applicable regulations of TGERC and CEA Standards for connectivity, metering, communication with the grid operators, etc.

Licensed copies of IEC 62933-2-1 shall be supplied by BESS Developer to TGTRANSCO/TGGENCO.

8.2. Shortfall in meeting Performance Criteria

Following provisions shall be applicable on the Contracted Capacity:

a. Shortfall in demonstrating minimum Availability: Subsequent to COD of full Project/Contracted Capacity, in case the annual Availability demonstrated by the BESSD is less than the minimum as specified above, such shortfall in performance shall make the BESSD liable to pay the liquidated damages provided in BESPA to TGGENCO/TGDSCOMs

Liquidated damages on account of shortfall in meeting the minimum Availability criteria as per **Clause 8.1.e.1**., will be computed as follows:

Liquidated damages = (A – B) x C x D x n x 2
where,
A is Guaranteed Annual Availability as per **Clause 8.1.e.**i. above;
B is Actual Annual System Availability, as calculated as per **Clause 8.1.e.2** above;
C is BESS Power Capacity;
D is Capacity Charges/MW/month as discovered through bidding process;
n is the no. of months.

In case the BESSD fails to meet the monthly RtE demonstration as per **Clause 8.1.e.3** above, additional Liquidated Damages for the unavailability of the required minimum RtE shall be applicable for the entire month.

However, this damage shall not be applicable in events of Force Majeure identified under the BESPA with DISCOMs, affecting the availability of the system. An illustration to this effect is enclosed at Annexure-D of the RfS.

It is clarified that the calculation of Availability as per Clause 8.1.e.2 of the RfS will not include the planned outage as declared by the BESSD under Clause Clause 8.1.e.7.c of the RfS. However, in case the BESSD notifies any outage outside the planned outage hours, while the SLDC/DISCOMs may not actually schedule any power injection/drawl during

those outage hours, such hours will be covered in calculating the Monthly Availability as per Clause 8.1 .e.2.

For example, in case the BESSD notifies outage for 10 hours outside the total allocated quota of planned outage amounting to (34x 6) hours, i.e. 204 hours the denominator of the formula in Clause 8.1.e.2 above will include the time blocks corresponding to these 10 hours, and exclude the 204 hours of planned outage.

(b) Shortfall in demonstrating minimum Round-trip-Efficiency: The provisions as per Clause 8.1.e.2 of the RfS shall be applicable in this case .

9. Commissioning of Projects

The Commissioning of the Project shall be carried out by the BESSD in line with the procedure as per the BESPA. The BESSD shall commission the Project in line provisions of the Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023, as amended from time to time. In line with this regulation, the BESSD proposing the Project, or its part, for commissioning, shall give to TGGENCO and the Buying Entity, a preliminary notice not later than 60 days prior and advance notice not later than 30 days prior to the proposed commissioning date.

TGGENCO shall authorize any individual or committee or organization to witness and validate the commissioning procedure on site. Commissioning certificates shall be issued by TGGENCO after successful commissioning. The BESSD shall obtain necessary safety clearances from the Central Electricity Authority/CEIG/CTU prior to commissioning of the Project.

9.1. Part Commissioning

Part commissioning of the Project, without prejudice to the imposition of liquidated damages in terms of the BESPA, on part which is not commissioned, shall be accepted by TGGENCO subject to the condition that minimum part commissioning capacity for the 1st part will be 50% of the project capacity or 60 MW whichever is lower. The total number of installments in which a Project can be commissioned will be not more than 3, i.e., 1st initial installment of 60 MW or 50% of the project capacity as the case may be and 2 subsequent installments.

However, the SCD will not get altered due to part commissioning. Irrespective of dates of part commissioning or full commissioning, the BESPA will remain in force for a period as per **Clause 21.2** of the RfS.

In case of part-commissioning of the Project, the BESSD shall be required to submit documents/Lease Agreement to establish possession/right to use of the required land, corresponding to part capacity being commissioned, in the name of the BESSD for a period not less than the complete term of the BESPA, on or before the date of such part commissioning.

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

9.2. Commissioning Schedule and Penalty for Delay in Commissioning

a. The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on **18 months** from the Effective Date of BESPA (for e.g. if Effective Date of the BESPA is 01.12.2024, then SCD shall be 31.05.2026).
b. The maximum time period allowed for commissioning of the full Project/Contracted Capacity with applicable liquidated damages, shall be limited to the date as **on 6 months** from the SCD or the extended SCD (if applicable).
c. In case of delay in commissioning of the Project beyond the SCD until the date as per **Clause 9.2b**. above, as part of the liquidated damages, the total PBG/POI amount for the Project shall be encashed on per-day-basis and proportionate to the balance capacity not commissioned. For example, in case of a Project Capacity of 150 MW capacity, if commissioning of 100 MW capacity is delayed by 18 days beyond the SCD, then the liquidated damages shall be: PBG amount X (100/150) X (18/270). For the purpose of calculations of the liquidated damages, 'month' shall be considered consisting of 30 days.
d. As an alternative to the above encashment of PBG/POI, the BESSD may choose to make a payment of the amount corresponding to the liquidated damages, directly to TGGENCO. The BESSD shall intimate to TGGENCO, its chosen alternative out of the two options, within 10 business days of intimation of the liquidated damages to the BESSD, as calculated by TGGENCO. In case no response is received from the BESSD until the lapse of the above deadline, TGGENCO may encash the PBG/POI for the amount as per the liquidated damages.
e. In case the Developer chooses to make necessary payments in lieu of the liquidated damages, the said payment shall be credited to TGGENCO's account through NEFT payment, no later than 5 business days from the above intimation by the BESSD. In case of non- payment by the developer within the above deadline, the PBG will be encashed by TGGENCO on the next business day.
f. In case Commissioning of the Project is delayed beyond the date as per **Clause 9.2.b** above, the BESPA capacity shall stand reduced/amended to the Project/Contracted Capacity commissioned, the entire PBG/POI will be encashed by TGGENCO, and the BESPA for the Project shall stand terminated for the balance un-commissioned capacity.
g. It is clarified that for the purpose of commissioning, the Project Capacity shall refer to the rated capacity of the Energy Storage System as declared by the BESSD in the BESPA. Any reduction in the Project/Contracted Capacity on account of **Clause 9.2.f** above, will have no bearing on the obligation of the BESSD to provide the Project/Contracted Capacity as per the BESPA.

h. It is to be noted that delay in commissioning / operationalization of the BESS charging source shall not be admissible among the factors warranting an extension in SCD of the Project.
i. Any liability arising on account of extension of SCD including but not limited to change in law shall be borne by BESS Developer.

10. Delay in Commissioning on Account of Delay in readiness of evacuation infrastructure/Grid Access Operationalization

Subsequent to grant of connectivity, in case there is a delay in readiness of the STU substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the STU network until SCD of the Project, or delay in grant/operationalization of Grid Access, and it is established that:

i. The BESSD has complied with the complete application formalities as per **Clause 7.12** above,
ii. The BESSD has adhered to the applicable Regulations/Procedures in this regard as notified by the TGERC/STU, and
iii. The delay in grant of connectivity by the STU and/or delay in readiness of the substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the STU network, is a factor attributable to the STU/transmission licensee and is beyond the control of the BESSD;

The above shall be treated as delays beyond the control of the BESSD and SCD for such Projects shall be revised as the date as on 30 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of the Grid Access. Decision on requisite extension on account of the above factor shall be taken by TGGENCO.

In case of delay in commissioning of Project due to reasons beyond the reasonable control of the BESSD, TGGENCO may extend the SCD after examining the issue on a case- to-case basis.

Further, in case of delay in Project commissioning on account of reasons solely attributable to the BESSD, resulting in any liquidated damages/penalty levied on the TGGENCO or TGDISCOMs under the GNA Regulations, such damages/penalty shall be passed on to and payable by the BESSD.

11. Early Commissioning

The BESSD shall be permitted for full commissioning as well as part-commissioning of the Project even prior to the SCD. Early commissioning of the Project will be allowed solely at the risk and cost of the BESSD, and TGGENCO shall schedule the capacity from such early commissioned Project at the BESPA charges (for the Contracted Capacity), only in case TGDISCOM agrees to purchase the capacity at an earlier date, and at the BESPA tariff plus TGGENCO's facilitation charges in the form of Trading Margin.

In case TGGENCO does not agree to early purchase the capacity, early part/full commissioning of the Project shall still be allowed and the BESSD will be free to utilize such capacity in the market or for sale of capacity to a third party until SCD or the date of commencement of procurement of BESS capacity as notified by TGGENCO, whichever is earlier. However, early part/full commissioning of the Project and subsequent capacity procurement from the same shall be subject to the approval of TGGENCO. Such intimation regarding consent to procure BESS capacity from early commissioning shall be provided by TGGENCO within 15 days of receipt of the request being made by the BESSD, beyond which it would be considered as deemed refusal.

In case of BESSD sales storage capacity to third party, then TGDISCOMs shall not be responsible for providing charging power.

If the BESS capacity is not off taken by TGDISCOMs upon early commissioning, BESSD shall arrange for any augmentation of the Battery capacity to meet the capacity criteria mentioned at the time of SCD (i.e. dispatchable capacity on SCD date shall be 100% of the contracted capacity) and to maintain the capacity at the end of every year as indicated in **Clause 8.1(e)). 4.** of the RfS. Subject to the provisions of the BESPA, in case of early commissioning, if BESSD sells any capacity to a third party, the BESSD will have to again demonstrate 100% of Contracted Capacity (as per the Commissioning Procedure) to TGGENCO from the date of commencement of off-take of capacity by TGGENCO.

12. Viability Gap Funding Mechanism

a. In line with the sanction order, issued by the Ministry of Power dated 09.06.2025, Projects selected under this RfS will be eligible for grant of Viability Gap Funding (VGF) support by PSDF by the Government for development of Battery Energy Storage Systems, and the same will be disbursed through TGGENCO.

b. Under this RfS, the VGF amount eligible for each Developer shall be limited to the amount calculated at INR 18 Lakhs/MWh (Rupees Eighteen Lakhs per MWh) for the project capacity awarded.

   BESS Developer shall submit certificate for the capital cost incurred for the Project awarded capacity, duly certified by the Statutory Auditors, within six months from the COD.

   VGF will be sanctioned separately for each Project, based on the Project Capacity as defined in the respective BESPA.

c. For each Project, disbursement of VGF will be carried out in 3 tranches, as follows:

Mile Stone	**% of total VGF sanctioned**
Financial Closure and submission of Bank Guarantee	20
Commercial Operation Date (COD)	50
Completion of 1st year from COD	30
Total	**100**

d. The VGF for each project shall be disbursed to TGGENCO, once the National Load Dispatch Centre (NLDC)/ Central Electricity Authority of India (CEA) certifies the achievement of the disbursement schedule milestone and submission of the required Bank Guarantee by BESSD.

   TGGENCO shall disburse the tranche wise VGF to BESSD for each project only after receipt of the same from the Govt. of India and Submission of BG by BESSD as per Clause 12.e.

e. Bank Guarantee: The 1st tranche of VGF will be disbursed only after submission of Bank Guarantee (BG) for 100% of the total VGF amount to TGGENCO by the BESSD. This BG is in addition to the Performance Bank Guarantee provided by the developer as per clause 19 of this RfS. Upon achieving COD of the Project, the 2nd tranche of VGF shall be released. The BG will be retained by the TGGENCO for a period of 1 year from the COD and will be returned after the end of 1 year post COD taking into account recovery of VGF, if any.

f. If the BESSD fails to commission the project in the timeline provided in this BESPA, and project got terminated after disbursement of the quantum of VGF, TGGENCO will have full right to recover the total amount of VGF being disbursed till the date of termination of BESPA plus interest @ SBI-MCLR (1 Year) plus five percent, as existing on the date of disbursement, accrued from the date of disbursement on the disbursed amount. In case Project capacity is being reduced, recovery of VGF amount shall be made on pro-rata basis corresponding to the capacity being terminated.

g. TGGENCO will have the right to recover the VGF disbursed through encashment of BG, if the BESPA gets terminated within the first 1 year after COD of the Project, on account of reasons solely attributable to the BESSD. Irrespective of the year of termination within the first years after COD, the VGF amount to be recovered will be fixed as the amount disbursed until COD plus interest @ SBI-MCLR (1 Year) plus 5 percent, as existing on the date of disbursement, accrued from the date of disbursement on the disbursed amount.

h. If the Project is transferred or sold to a third party during the above tenure, the BG will be re-issued by the new entity, corresponding to the amount applicable. The sale/transfer of the Project shall be effective only on submission of BG by new entity. However, this will be subject to prior approval of sanctioning authority of Grants-in-Aid {Rule230(9)}, in view of the asset being acquired substantially out of Government Grants.

i. The VGF amount (Grant-in-Aid) is also subject to the Chapter 9 of the General Financial Rules, 2017, as amended from time to time, read with the Government of India's decisions incorporated there-under, and any other guidelines which may be issued in this regard.

Section 3

STANDARD CONDITIONS OF CONTRACT

13. Obtaining RfS Documents

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

14. Bid Processing Fees

Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this RfS document along with a non- refundable cost of RfS document and bid processing fee as mentioned in the Bid Information Sheet. A Bidder will be eligible to participate in the bidding process only on submission of entire financial amounts as per the Bid Information Sheet. Payments against Cost of RfS document and Bid Processing Fee shall be done only through NEFT/RTGS (electronic transfer), and the Bidder shall submit the transaction receipt, as part of the online bid submission.

The bank details of TGGENCO are as under

Name of Bank – State Bank of India, Vidyut Soudha
IFSC CODE - **SBIN0021027**

Bids submitted without cost of RfS document and /or Bid Processing Fee and/or Bank Guarantee against Earnest Money Deposit (EMD) (including partial submission of any one of the respective amounts), may be liable for rejection by TGGENCO.

15. Project Scope & Technology Selection

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

16. Connectivity with the Grid

Please refer **Clause 7** of the RfS.

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

The BESSDs are required to obtain all necessary clearances and permits as required for setting up the Projects, including but not limited to the following:

a. No Objection (NOC)/Environmental clearance (if applicable) for the Project.
b. Not Used.
c. Approval for water from the concerned authority (if applicable) required for the Project.
d. Any other clearances as may be legally required, in order to establish and operate the Project.
e. Necessary approval(s) of CEIG.

The above clearances, as applicable for the Project, will be required to be submitted to TGGENCO prior to commissioning of the Project, if sought by TGGENCO. In case of any of the clearances as indicated above being not applicable for the said Project, the BESSD shall submit an undertaking in this regard, and it shall be deemed that the BESSD has obtained all the necessary clearances for establishing and operating the Project. Any consequences contrary to the above shall be the responsibility of the BESSD. The BESSD shall also comply with all the laws, regulations, orders and procedures issued by the appropriate authority, applicable for setting up and implementing the Project.

The BESSD shall be required to follow the applicable rules regarding project registration with the State Nodal Agency in line with the provisions of the applicable policies/regulations of Telangana State. It shall be the responsibility of the BESSD to remain updated about the applicable charges payable to the SNA under the applicable State Policy.

Note: The BESSD should apply for all the necessary approvals & get the necessary approvals, permits and clearances not more than 60 days from the Effective Date of the BESPA, which shall be complete in all respects, incorporating the clarifications/changes as required by the concerned authorities. The above timeline shall be adhered to, in order to examine cases where the BESSD faces delay in grant of the necessary approvals and permits, for a period substantially greater than the standard period of grant of approval by the respective organizations.

18. Bank Guarantee/ Payment on Order Instrument (POI)/Insurance Security Bond(ISB) towards Earnest Money Deposit (EMD)

18.1. Earnest Money Deposit (EMD) of INR 5,00,000/- per MW(Rupees Five Lakhs only per MW) per Project in the form of Bank Guarantee/POI/ISB according to **Format 7.3A/7.3D/7.3E** and valid for 12 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The Bank Guarantees towards EMD have to be issued in the name of the

Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes.

If a bidder extends the period of bid validity, the validity of EMD shall also be extended so that it remains valid for a period of 60 days beyond the Bid Validity.

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

The EMD shall be valid as per the timelines stipulated above. However, shortfall in the EMD validity, if any, up to a period of seven (7) days shall be acceptable. Further, an additional shortfall only in the following cases shall be acceptable: If the bidder has submitted the EMD with validity as per original bid submission date or as per any revised submission date, and if the deadline for submission of bids has been extended further, the Bid Guarantee shall be acceptable provided, the EMD is valid for more than two months from the actual date of bid submission and the Bidder submits the EMD extension for the requisite period within seven days from the date of actual bid submission, if required.

18.3. TGGENCO has agreed to accept the EMD in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that the EMD Bank Guarantee shall be encashable for being appropriated by TGGENCO in terms of the guarantee as in the case of appropriation of the cash deposit lying with TGGENCO.

18.4. <u>Forfeiture of EMD:</u>

The BG towards EMD shall be encashed by TGGENCO in following cases:

a. If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid;
b. In case, TGGENCO offers to execute the BESPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per **Clause 22** of the RfS or does not execute the BESPA within the stipulated time period;
c. If after issuance of LOA, it is found that the documents furnished by the bidders as part of response to RfS are misleading or misrepresented in any way;
d. If the bidder fails to furnish required PBG in accordance with **Clause 19** of the RfS.

18.5. Payment on Order Instrument (POI): As an alternative to submission of EMD as above, the Bidder also has an option to submit a letter of undertaking issued by either

of the following three organizations, viz. (i) Indian Renewable Development agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the EMD would be liable to be encashed by TGGENCO within the provisions of RfS/BESPA. This instrument would have to be furnished as per Format 7.3 D of the RfS, within the timelines as per Clause 18.1 above, for the amount and validity period as per those Clause 18.1 above.

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

18.6. **Insurance Surety Bond**(ISB): As an alternative to submission of EMD as above, the Bidder also has an option to submit Insurance Surety Bond issued by Insurance Company registered in India under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority (IRDAI) acceptable to TGGENCO in the prescribed proforma. This Insurance Surety Bond would have to be furnished as per Format 7.3.E of the RfS, within the timelines as per Clause 18.1 above, for the amount and validity period as per those Clause above.

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

19.Performance Bank Guarantee (PBG)/POI/ISB

19.1. Bidders selected by TGGENCO based on this RfS shall submit Performance Bank Guarantee (PBG) for a value @ INR 12,50,000/- per MW/Project (Rupees Twelve Lakhs Fifty Thousand only per MW/Project), prior to signing of BESPA. It may be noted that successful Bidders shall submit the PBG according to the **Format 7.3B/7.3.D/7.3.F** with a validity period upto (& including) the date as on 9 months after the Scheduled Commissioning Date of the Project. Upon receipt and after successful verification of the total PBG in the acceptable format, the BG submitted towards EMD shall be returned by TGGENCO to the successful Bidder.It may be noted that BESPA will be signed only upon successful verification of the PBG submitted by the BESSD.

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

All Performance Bank Guarantees (PBGs) shall be submitted separately for each Project.

Note: The PBGs are required to be submitted in the name of the entity signing the BESPA. In case of BESPA being eventually signed with the SPV incorporated/utilized by the successful bidder, the PBG may be submitted in the name of the successful bidder within the above prescribed deadline, if the bidder chooses to do so, and the same shall be replaced by the PBG issued in the name of the SPV, prior to signing of BESPA subject to submission of Board Resolution from the Successful Bidder to transfer the project to its SPV and Board Resolution from the SPV accepting the said Project from the Successful Bidder..

19.2. The BESSD shall furnish the PBG from any of the Scheduled Commercial Banks as listed on the website of Reserve Bank of India (RBI) and amended as on the date of issuance of bank guarantee. Bank Guarantee issued by foreign branch of a Scheduled Commercial Bank is to be endorsed by the Indian branch of the same bank or State Bank of India (SBI). In case of the Project being implemented through an SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in **Clause 38.3** of the RfS.

19.3. The format of the Bank Guarantees prescribed in the **Format 7.3 A (EMD) and 7.3 B (PBG)** shall be strictly adhered to and any deviation from the above Formats shall result in rejection of the EMD/ PBG and consequently, the bid. In case of deviations in the formats of the Bank Guarantees, the corresponding BESPA shall not be signed.

19.4. TGGENCO has agreed to accept the PBG in the form of an unconditional and irrevocable Bank Guarantee instead of the cash deposit with the clear position intimated to the bidder that the PBG shall be encashable for being appropriated by TGGENCO in terms of the guarantee as in the case of appropriation of the cash deposit lying with TGGENCO.

19.5. The selected Bidder for the Project selected based on this RfS is required to sign BESPA with TGGENCO within the timeline as stipulated in **Clause 21**of the RfS. In case, TGGENCO offers to execute the BESPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per **Clause 22** of the RfS, or does not execute the BESPA within the stipulated time period, then the Bank Guarantee equivalent to the amount of the EMD shall be encashed by TGGENCO from the Bank Guarantee available with TGGENCO (i.e. EMD or PBG) as liquidated damages not amounting to penalty, the selected Project shall stand cancelled and the selected Bidder expressly waives off its rights and objections, if any, in that respect.

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

19.7. All expenditure towards execution of Bank Guarantees such as stamp duty etc. shall be borne by the Bidders/BESSDs. Any Bank Guarantee (including the BG against

EMD) or it's amendment to be submitted as part of the bidding process / contract execution, shall be effective when the BG issuance message is transmitted by the issuing bank through SFMS to TGGENCO's bank and a confirmation in this regard is received by TGGENCO.

19.8. In case of Bank Guarantees issued by foreign branch of a Scheduled Commercial Bank (including the BG against EMD), the same is to be endorsed by the Indian branch of the same bank or SBI, and the endorsing bank would be required to provide the SFMS confirmation.

19.9. After the bidding process is over, TGGENCO shall release the Bank Guarantees towards EMD of the unsuccessful Bidders within 15 days after the completion of e-Reverse Auction. The PBG shall be returned to the BESSD **within 9 months** from the COD of the Project, after taking into account any liquidated damages due to delays in commissioning as per **Clause 9 and 10** of the RfS.

19.10. Payment on Order Instrument (POI): As an alternative to submission of PBG as above, the BESSD also has an option to submit a letter of undertaking issued by either of the following three organizations, viz. (i) Indian Renewable Development agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited. This Letter of Undertaking shall be issued as "Payment on Order Instrument" (POI), wherein the POI issuing organization undertakes to pay in all scenarios under which the PBG would be liable to be encashed by TGGENCO within the provisions of RfS/BESPA. This instrument would have to be furnished as per Format 7.3 C of the RfS, within the timelines as per Clause 19.1 above, for the amount and validity period as per those Clause 19.1 above. In case the BESSD chooses to submit POI, delay in submission of the POI beyond the timeline stipulated at Clause 19.1 above, will be applicable in this case too.

The term "Performance Bank Guarantee (PBG)" occurring in the RfS shall be read as "Performance Bank Guarantee" (PBG)/Payment on Order Instrument (POI)".

19.11. **Insurance Surety Bond**(ISB): As an alternative to submission of PBG as above, the Bidder also has an option to submit Insurance Surety Bond issued by Insurance Company registered in India under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority (IRDAI) acceptable to TGGENCO in the prescribed proforma. This Insurance Surety Bond would have to be furnished as per Format 7.3.F of the RfS, within the timelines as per Clause 19.1 above, for the amount and validity period as per those Clause above.

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

20.Payment Security Deposit & Success charges:

20.1. Payment Security Deposit: Not Included in RFS.

20.2. **<u>Success Charges</u>**: The Selected Bidder shall have to pay INR 1,00,000 / MW (Rupees One Lakh/MW) + 18% GST corresponding to the Contracted Capacity awarded as per the LoA, to TGGENCO towards administrative overheads, Project monitoring activities, coordination with State Authorities and others, DISCOM/STU, pre-commissioning and commissioning expense, etc. The payment has to be made by the BESSD in the form of DD/ Pay Order/ NEFT/ RTGS within 30 days of issuance of LoA. Any delay in depositing the said amount to TGGENCO as mentioned above within the stipulated time shall attract late payment charges @18% per annum+18% GST, levied on per day basis, on the total Success Charges, till (and including) the date of payment of Success Charges, which shall not be later than the date of signing of BESPA. BESPA shall only be signed after deposit of the Success Charges to the TGGENCO. In case of delay in making full payment of above delay charges, the amount paid, if any until the above deadline, along with interest, shall be first reduced from the total amount due towards the delay charges and interest amount (i.e. rate of interest as stated above). Further, balance amount to be paid shall attract Interest rate @ one-year SBI MCLR rate /annum on pro-rata basis.

The Procurer (DISCOMs) shall be required to establish a monthly unconditional, revolving, and irrevocable Letter of Credit (LC) in favour of the selected Bidder (BESSD), to secure timely payment of Monthly Bills and/or Supplementary Bills, in accordance with the provisions of the BESPA and a Payment Security Fund, which shall be suitable to support payment for at least 3 (three) months' billing of all the Projects tied up with such fund

Prior to the commencement of storage capacity operations, the Procurer shall ensure that the LC is opened through a scheduled commercial bank and made operative at least seven (7) days before the Due Date of the first Monthly Bill. The LC shall be valid for a term of twelve (12) months and renewed annually. The LC amount shall be:

• For the first Contract Year: 100% of the estimated average monthly billing.

• For each subsequent Contract Year: 100% of the average monthly billing of the preceding Contract Year.

The selected BESSD shall be permitted to draw upon the LC only after the Due Date of the relevant Monthly or Supplementary Bill, and shall not make more than one drawal per month.

In case the LC amount falls short of the required value as specified above, the Procurer shall replenish the shortfall before the next draw.

The Procurer shall ensure that the issuing bank provides written confirmation to the selected Bidder regarding the establishment of the LC.

The Procurer shall be responsible for timely renewal of the LC prior to its expiry.

All costs associated with the opening and maintenance of the LC shall be borne by the Procurer.

In the event of non-payment of any undisputed Monthly or Supplementary Bill by the Due Date, and subject to the terms of the PPA, the selected Bidder shall be entitled to draw the equivalent amount from the LC by presenting:

• A copy of the unpaid Monthly or Supplementary Bill (only for energy-related charges), and

• A certificate confirming that the bill or part thereof remains unpaid beyond the Due Date and is in accordance with the PPA.

• In case of wrongful drawl of the LC, the selected Bidder shall be liable to pay interest equivalent to the applicable late payment surcharge from the date of drawl.

21.Battery Energy Storage Purchase Agreement (BESPA)

21.1. TGGENCO shall enter into Battery Energy Storage Purchase Agreement (BESPA) with Bidders selected based on this RfS. A copy of standard BESPA to be executed between TGGENCO and the BESSD is available on ISN-ETS bidding Portal and also on TGGENCO website. **The BESPA will be signed within 30 days of issuance of LoAs**, if not extended by TGGENCO. Subsequent extension in this timeline shall be finalized as mutually agreed by TGGENCO and the BESSD. BESPA will be executed between TGGENCO and selected bidder or its SPV separately for each Project.

TGGENCO shall approach the Appropriate Commission for adoption of tariffs (including capacity charges, if applicable) discovered and quantum of capacity / electricity to be procured, within 30 days of issuance of Letter(s) of Award to the successful bidder(s). In case the tariff (including capacity charges, if applicable) adoption procedure requires signed BESPA to be submitted along with, the above timeline may be extended suitably.

Note: The BESSD shall submit a detailed completion Schedule for the Project prior to the signing of BESPA. Broad details to be captured in the Schedule are the entering into land lease agreement with TGTRANSCO; grid connectivity; order, supply and erection status of various Project components; financial arrangement/ tie up etc. The BESSD shall also submit the monthly progress report to TGGENCO and TGDISCOMs in a form acceptable to TGGENCO/TGDISCOMs and shall contain percentage completion achieved compared with the planned percentage completion for each activity, and any such other information as required by SLDC, TGGENCO and TGDISCOMs.

21.2. The BESPA shall be **valid for a period of 15 years from the SCD** of the Project or the date of full commissioning of the Project, whichever is later.

Any extension of the BESPA period beyond the term of the BESPA shall be through mutual agreement between the BESSD, TGDISCOMs, TGGENCO&TGTRANSCO, as approved by the Appropriate Commission, provided that the arrangements with the relevant transmission utilities and system operators permit operation of the Project beyond the initial period of 15 years.

21.3. The Performance Bank Guarantee as per **Clause 19** above, shall be submitted by the BESSD prior to signing of BESPA. Before signing of BESPA between TGGENCO and the BESSDs, TGGENCO will verify the shareholding of the Project Company along with a copy of complete documentary evidence. If at this stage or subsequently it is found that the documents furnished by the BESSDs are false / misleading or misrepresented in any way, then the provisions contained in this RfS will be applicable.

21.4. Successful bidders will have to submit the required documents to TGGENCO within 15 days from the issue of LOA. In case of delay in submission of documents beyond the 15 days as mentioned above, TGGENCO shall not be liable for delay in verification of documents and subsequent delay in signing of BESPA. Effective Date of the BESPA shall be the date of signing of BESPA. In case TGGENCO intimates to the Successful Bidder, a particular date as the date for signing of BESPA and the BESPA signing gets delayed on account of reasons attributable to the BESSD, the date as specified by TGGENCO shall become the Effective Date of the BESPA, irrespective of the date of signing of BESPA.

21.5. Back-to-back Battery Energy Storage Sale Agreements (BESSAs) in respect of all rights and obligation under the BESPA between the BESSD and TGGENCO, will be executed by TGGENCO with TGDISCOMs for sale of storage capacity to TGDISCOMs, with TGDISCOMs assuming all the obligations of TGGENCO under the BESPA. TGGENCO's obligation to BESSD under the BESPA shall also be on the back-to-back basis as provided in the BESPA and the corresponding BESSA.

Capacity procured from the Project awarded under this RfS shall be allocated on back-to-back basis to TGDISCOMs at the discretion of TGGENCO, in consultation with

TGDISCOMs. Various provisions provided in the TGGENCO-BESSD BESPA shall mutatis mutandi apply to BESSA between TGGENCO and TGDISCOMs, however, BESSA signed with TGDISCOMs could be in elaborated form or in short form as per consultation done with TGDISCOMs.

21.6. The BESSD will be free to replenish the battery capacity from time to time during the Term of the BESPA at its cost and expense to meet the performance criteria. However, TGDISCOMs will be obligated to off-take capacity only within the

performance range as specified in the BESPA and at the charges applicable as per the existing agreements. Any excess supply will be dealt as per provisions of the BESPA.

21.7. The BESSDs are free to operate their projects after expiry of the BESPA term if other conditions such as land lease etc., permit. However, any extension of the BESPA term shall be carried out through mutual agreements between the BESSD, TGGENCO and the Buying Entities, as the case may be, as approved by the Appropriate Commission, provided that the arrangements with the land and infrastructure owning agencies, the relevant transmission utilities and system operators permit operation of the Project beyond the initial period of 15 years.

21.8. In addition to the above, subsequent to signing of BESPA, the BESSD shall be required to submit the monthly Project status on 5th day of every calendar month as per Annexure-D of the RfS or any format as provided subsequent to signing of BESPA

22.Financial Closure or Project Financing Arrangements

22.1. The Projects shall achieve Financial Closure within the date **as on 6 months** from the Effective Date of the BESPA.

22.2. At the stage of financial closure, the BESSDs shall report 100% tie-up of Financing Arrangements for the Projects. In this regard, the BESSD shall submit a certificate/necessary document from all financing agencies regarding the tie-up of 100% of the funds indicated for the Project, including arrangements of funds in the form of Equity.

22.3. Checklist of documents to be submitted at this stage is provided at Annexure-B of the RfS.

22.4. In case of default in achieving above condition as may be applicable within the stipulated time, TGGENCO shall be entitled to encash PBG and shall remove the Project from the list of the selected Projects, unless the delay is on account of factors not owing to any action or inaction on the part of the BESSD or caused due to a Force Majeure as per BESPA. An extension can however be considered, on the sole request of BESSD, on advance payment of extension charges of INR 1,000/- per day per MW. This extension will not have an impact on the obligation of BESSD to achieve commissioning by the SCD of the Project. Subsequent to the completion of deadline for achieving financial closure, TGGENCO shall issue notices to the BESSDs who are not meeting the requirements of Financial Closure as per the RfS deadlines. The notice shall provide a period of 30 business days to the respective BESSDs to either furnish the necessary documents or make the above-mentioned payment of Rs. 1,000/MW/day. In case of non-submission of either-the requisite documents or the necessary amount upon expiry of the above-mentioned notice period of 30 days-TGGENCO may encash the PBG of the corresponding BESSDs and terminate the

BESPA for the corresponding Project. The amount of Rs. 1,000/MW/day shall be paid by the BESSDs in advance prior to the commencement of the said delay period and shall be calculated based on the period of delay as estimated by the BESSD. In case of the BESSD meeting the requirements of Financial Closure before the last date of such proposed delay period, the remaining amount deposited by the BESSD shall be returned by TGGENCO. Interest on account of delay in deposition of the above-mentioned charges or on any subsequent extension sought, shall be levied @ one-year SBI MCLR rate /annum on pro-rata basis. Any extension charges paid so, shall be returned to the BESSD without any interest on achievement of successful commissioning within the SCD, on pro-rata basis, based on the project/contracted capacity commissioned as on SCD.

22.5. The BESSD will have to submit the required documents to TGGENCO at least 14 days prior to the scheduled Financial Closure date. In case of delay in submission of documents mentioned above, TGGENCO shall not be liable for delay in verification of documents and subsequent delay in Financial Closure.

23.Land Arrangements for the Project

23.1. Land identification and possession shall be in line with **Clause 6** of the RfS, and TGGENCO shall facilitate in grant of land to the BESSD.

23.2. The BESSD shall submit documents/Lease Agreements to establish right to use the required land area in the name of the BESSD for a period not less than the complete term of the BESPA, immediately after singing of BESPA.

23.3. The land shall be provided through Right-of-Use basis by TGTRANSCO to the BESS Developers at am **actual lease charge of Rs. 1(one) per Acre per Year.**

23.4. The BESSD shall submit a sworn affidavit from its authorized signatory, listing the details of the land and certifying that total land required for the Project is under clear possession of the BESSD.

23.5. With respect to demonstration of land possession by the BESSD, commissioning of the Project will not be allowed until the demonstration of land possession by the BESSD in terms of this Clause and **Clause 6 & 7** of the RfS except when the delay in possession is on account of TGGENCO. However, in case of delays in demonstrating land possession by the BESSD on account of Government delay (including but not limited to delay in land use pattern change, and/or relaxation under respective State land ceiling Act, and/or land lease permission from State Government/Authorities) or delay caused due to a Force Majeure as per BESPA, SCD shall be suitably extended.

23.6. After completion of the scheduled time of BESPA, the vendor has to handover the land as it was handed over at the inception of the project/The agreement may be

extended for a period at least 180 days prior to the expiry date, on mutually agreed terms and conditions.

23.7. If BESSD does not vacate the allocated land area and/or does not uninstall the entire project equipment from the designated land area upon expiry/termination of the BESPA, TGGENCO/TGTRANSCO shall charge the applicable market price/circle rate for the respective land parcels, as fixed by the revenue Authorities of the Government, as a part of penalty on the BESSD.

24. Commercial Operation Date (COD)

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

The BESSD shall obtain necessary charging and safety clearances from the Central Electricity Authority prior to commissioning of the Project. The 15-year tenure of BESPA shall be as per the provisions of BESPA. Any capacity being offered to the grid before COD shall not be at the cost of TGGENCO/TGDISCOMs under this scheme and developers will be free to make short-term sale to any organization or individual subject to that the first right of refusal shall be with DISCOM. DISCOMs may agree to buy this capacity as a trader if they find it viable outside this RfS. Declaration of COD will be governed by applicable Grid Code provisions, and in case of discrepancy between the procedure given in the RfS and that stipulated in the Grid Code, the provisions of Grid Code will prevail.

25. Modifications in Controlling Shareholding

25.1. The BESSD shall indicate its shareholding in the company indicating the controlling shareholding before signing of BESPA with TGGENCO.

25.2. No change in controlling shareholding of the Bidding Company or Bidding Consortium shall be permitted from the date of submission of response to RfS till the execution of the BESPA. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

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

a. Infusion of Fresh equity capital amongst the existing shareholders/promoters at the time of Bid Submission to meet equity requirements.
b. Conversion of CCDs, CCPs etc. already issued to existing shareholders.

c. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of BESPA), insolvent, insane of existing shareholders.
d. Transfer of shares within the members of Immediate Promoter Group only.
e. Transfer of shares to IEPF.
f. Issue of Bonus Shares.

25.3. In case of Project being executed through SPV: The successful Bidder executing the project, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the BESPA, shall not fall below 51% at any time prior to COD of the Project. In the event the successful Bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the BESPA, shall not fall below 51% at any time prior to COD. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

25.4. In case of the selected Bidder itself executing the BESPA, it shall ensure that controlling shareholding of the bidding company remains unchanged until the COD. However, in case the Project is being set up by a listed Company, this condition will not be applicable.

25.5. In case of companies having multiple promoters (but none of the shareholders having more than 50% of voting rights and paid-up share capital), it shall be considered as a company under joint control. In such cases, the shareholding pattern in the company as submitted at the time of bidding, shall be maintained upto the COD.

25.6. Any change in the shareholding after COD can be undertaken under intimation to TGGENCO.

25.7. In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh BESPA with a new entity, an amount of INR 10 Lakh per Project +18% GST per Transaction as Facilitation Fee (non-refundable) shall be deposited by the BESSD to TGGENCO.

Note: In case Bidding Company or Bidding Consortium is selected for more than one project, then separate project company may be formed for each project; however the equity commitment (in case of bidding consortium) as informed at the stage of RfS shall be maintained in all the project companies to be formed before signing of BESPA. Similarly for the Bidding Company, forming a project company with no change in Shareholding shall be permitted from the RfS stage upto BESPA, but the controlling shareholding as informed at the stage of RfS shall not change at any time prior to COD of the Project. An Indian company can form a Special Purpose Vehicle (SPV) for execution of the Project before signing of BESPA. The SPV so formed shall be 100% owned subsidiary of the Bidding Company.

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

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

a. Covering Letter as per **Format 7.1**.

b. In case of a Bidding Consortium, a Power of Attorney in favour of the Lead Member issued by the other Members of the Consortium shall be provided in original as per format attached hereto as **Format 7.2**.

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

c. Bank Guarantee/POI/Insurance Security Bond against Earnest Money Deposit (EMD) as per **Format 7.3 A/7.3 D/7.3E**.

d. Board Resolutions, as per prescribed formats enclosed as per **Format 7.4** duly certified by the Company Secretary or the Director of the relevant Bidder, as applicable to the Bidder and mentioned hereunder:

i. Board Resolution from the Bidding Company or the Lead Member of the Consortium, as the case may be, in favour of the person signing the response to RfS and in the event of selection of the Projects and to sign the BESPA with TGGENCO. Board Resolution from each of the Consortium Members in favour of the person signing Consortium Agreement.

ii. Board Resolution from the Bidding Company committing 100% (One Hundred Percent) of the equity requirement for the Project/ Board Resolutions from each of the Consortium Members together in aggregate committing to 100% (One Hundred Percent) of equity requirement for the Project (in case of Bidding Consortium); and

iii. Board Resolutions from each of the Consortium Members and Lead member contributing such additional amount over and above the percentage limit (specified for the Lead Member and other member in the Consortium Agreement) to the extent becoming necessary towards the total equity share in the Project Company, obligatory on the part of the Consortium pursuant to the terms and conditions in the Consortium Agreement.

iv. Board Resolutions from Parent and/or Affiliate (whose credentials were used in the response to RfS) of the Bidding Company / any Member of the Bidding

Consortium undertaking to invest the entire amount and submit the requisite Performance Bank Guarantee as committed by Bidding Company / Member of the Bidding Consortium, in the event of failure of Bidding Company / Member of the Bidding Consortium to make such investment and/or to submit the requisite Performance Bank Guarantee.

e. In case of a Consortium, the Consortium Agreement between the Members in the Consortium as per **Format 7.5** along with Board resolution from each Member of the Consortium for participating in Consortium.

f. Format for Financial Requirements as per **Format 7.6** along with the certificate from practicing Chartered Accountant/ Statutory Auditors showing details of computation of the financial credentials of the Bidder.

g. Undertaking regarding no willful default and no major litigation pending as per **Format7.7**.

h. A disclosure statement as per **Format 7.8/7.8A** regarding participation of any related companies in the bidding process.

i. Format for Technical Criteria as per **Format 7.9** (to be filled out separately for each Project).

j. Declaration by the Bidding Company / Lead Member of Bidding Consortium for the Proposed Technology Tie Up as per **Format 7.10** (to be filled out separately for each Project).

k. (Not used)

l. Attachments

i. Memorandum of Association, Article of Association needs to be attached along with the bid. The bidder should also highlight the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Standalone Battery Energy Storage System development.

- In case, there is no mention of the above provisions in the MoA/ AoA of the bidding company, the same has to be amended and submitted prior to signing of BESPA, if the bidder is selected as Successful bidder.
- If the selected bidder wishes to execute the project through a Special Purpose Vehicle (SPV), the MoA/ AoA of the SPV highlighting the relevant provision which highlights the objects relating to Power/ Energy/ Renewable Energy/ Solar Power plant development / Standalone Battery Energy Storage System development has to be submitted prior to signing of BESPA.

ii. Certificate of Incorporation of Bidding Company/ all member companies of Bidding Consortium. In case of AIF, registration certificate issued by SEBI would be required.

iii. A certificate of shareholding of the bidding company, its Parent and Ultimate Parent (if any) duly certified by a practicing Chartered Accountant/ Company Secretary as on a date within 30 days prior to the last date of bid submission. TGGENCO reserves the right to seek additional information relating to shareholding in promoter companies, their parents/ ultimate parents and other

group companies to satisfy themselves that RfS conditions have been complied with and the bidder will ensure submission of the same within the required time lines.

iv. Certified copies of annual audited accounts for the last financial year, i.e. FY 2024-25 or provisional audited accounts, duly certified by a practicing Chartered Accountant along with certified copies of Balance Sheet, Profit & Loss Account, Schedules and Cash Flow Statement supported with bank statements as on the date at least 7 days prior to the due date of bid submission (if applicable), shall be required to be submitted.

v. Details of all types of securities/instruments which are pending conversion into equity whether optionally or mandatorily.

m. Covering letter of the Financial bid as per **Format - 7.12.**

n. Break-up of the Preliminary Estimate of Cost of Project as per **Format 7.13** (separately for each project).

27. Important Notes and Instructions to Bidders

27.1. Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.

27.2. The Bidders shall be shortlisted based on the declarations made by them in relevant schedules of RfS. The documents submitted online will be verified before signing of BESPA in terms of **Clause 21** of the RfS.

27.3. If the Bidder/Member in a Bidding Consortium conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to RfS, in any manner whatsoever, TGGENCO reserves the right to reject such response to RfS and/or cancel the Letter of Award, if issued, and the Bank Guarantee/POI provided up to that stage shall be encashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to RfS.

27.4. If the event specified at **clause 27.3** is discovered after the Effective Date of BESPA, consequences specified in BESPA shall apply.

27.5. Response submitted by the Bidder shall become the property of the TGGENCO and TGGENCO shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in **Clause 18** of the RfS.

27.6. All documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/ Addenda and BESPA) submitted online must be digitally signed by the

person authorized by the Board as per **Format 7.4**. The documents submitted online but not required to be submitted off-line shall be considered as authentic true copies of the originals for all practical and legal purposes and it shall be the responsibility of the bidders to keep the originals with them and produce the same to TGGENCO whenever called for during the tenure of the BESPA.

27.7. The response to RfS shall be submitted as mentioned in **Clause 26** of the RfS. No change or supplemental information to a response to RfS will be accepted after the scheduled date and time of submission of response to RfS. However, TGGENCO reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the response to RfS.

27.8. The Bidder shall make sure that the correct, valid and operative Pass-Phrase to decrypt the relevant Bid-part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.

27.9. All the information should be submitted in English language only. In case of foreign bidders having documents in other than English language, then the documents shall be translated in English language by certified translator and submitted.

27.10. Bidders shall mention the name of the contact person and complete address and contact details of the Bidder in the covering letter.

27.11. Response to RfS that are incomplete, which do not substantially meet the requirements prescribed in this RfS, will be liable for rejection by TGGENCO.

27.12. Response to RfS not submitted in the specified formats will be liable for rejection by TGGENCO.

27.13. Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.

27.14. Non-submission and/ or submission of incomplete data/ information required under the provisions of RfS shall not be construed as waiver on the part of TGGENCO of the obligation of the Bidder to furnish the said data/ information unless the waiver is in writing.

27.15. The Telangana Electricity Regulatory Commission shall be the appropriate commission to exercise the regulatory and adjudicatory jurisdiction in regard to matters between BESSD and TGGENCO. Subject to the above, only Telangana High Courts shall have exclusive jurisdiction in all matters pertaining to this RfS.

27.16. All the financial transactions to be made with TGGENCO including delay charges (except charges for delay in Financial Closure), and any additional charges (if

required), shall attract 18% GST on each transaction, irrespective of the same being mentioned in the RfS/BESPA.

28.Non-Responsive Bid

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

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

a. Non-submission of the requisite Cost of RfS and/ or Processing Fee as mentioned in the Bid Information Sheet.
b. Response to RfS not received by the due date and time of bid submission.
c. Non-submission of correct, valid and operative Pass-Phrases for both Technical and Financial Bid (Price Bid) Parts after the deadline of Bid Submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical Bid.
d. Any indication of tariff in any part of response to the RfS, other than in the financial bid.
e. Data filled in the Electronic Form of Financial Bid (Second Envelope), not in line with the instructions mentioned in the same electronic form.
f. Except for the scenario as per **Clause 5.1**,2,3 above, in case it is found that the Bidding Company including Ultimate Parent Company/ Parent Company/ Affiliate/ Group Companies have submitted more than one response to this RfS, then all these bids submitted shall be treated as non-responsive and rejected.
g. Non-submission of EMD in acceptable form or partial submission of EMD along with response to RfS

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

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

29.1. The bidder has to submit original of following documents offline:

a. Bank Guarantee /POI /Insurance Security Bond towards EMD as mentioned in the Bid Information Sheet (as per **Format 7.3A/ 7.3D/7.3E**). One EMD may be submitted for the cumulative capacity quoted by the bidder, or individual EMDs may be submitted for each Project.
b. Pass-phrases for Techno-commercial and Financial bids submitted on the ETS portal.

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

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

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

For e.g., if the bid submission deadline is 18:00 hrs on 22.10.2023, the above deadline will expire at 18:00 hrs on 24.10.2023. In case of the above deadline being a holiday, the next working day in TGGENCO will be the deadline for submission of Bank Guarantees.

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

The bidding envelope shall contain the following sticker:

Request for Selection(RfS) document for setting up of cumulative capacity of 375MW/1500MWH BESS in the selected Sub-Stations of TGTRANSCO , Telangana under Tariff Based Competitive Bidding and on BOO model with VGF funding supported through PSDF.	
Cumulative Capacity of the projects applied for	*MW / MWh*
No. of Projects Bid for	
RfS Reference No.	
Submitted by	*(Enter Full name and address of the Bidder)*
Organization ID (OID) on ETS portal	*(Enter the OID through which the Bid has been submitted online on ETS portal)*
Authorized Signatory	*(Signature of the Authorized Signatory)* *(Name of the Authorized Signatory)* *(Stamp of the Bidder)*
Bid Submitted to	**The Chief Engineer/HPC&HP,** **TGGENCO,VS, Khairatabad,** **Hyderabad-82** **Telangnana.**

29.2. Documents to be Submitted Online

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

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

All documents of the response to RfS submitted online must be digitally signed and uploaded on the website, *https://www.bharat-electronictender,com*. Response to RfS shall contain the following:

I. Technical Bid (First Envelope)

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

(a) Formats - 7.1, 7.2 (if applicable), 7.3 A/7.3(D)/7.3(E), 7.4, 7.5 (if applicable), 7.6, 7.7, 7.8/7.8A,7.9, 7.10 and 7.11 as elaborated in **Clause 25** of the RfS.
(b) All attachments elaborated in **Clause 26** of the RfS, under the sub-clause I: Attachments, with proper file names.
(c) All supporting documents regarding meeting the eligibility criteria.
(d) Scanned Copies of NEFT/RTGS details towards Cost of RfS Document and Bid Processing Fee as mentioned in Bid Information Sheet.
(e) Scanned Copies of requisite amount of Bank Guarantee towards EMD as mentioned in the Bid Information Sheet.

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

Submission of Pass-phrases: In line with Clause 27.8 of the RfS, the Bidder shall be required to submit the Pass-Phrase to decrypt the relevant Bid part is submitted into the 'Time Locked Electronic Key Box (EKB)' after the deadline of Bid submission, and before the commencement of the Online Tender Opening Event (TOE) of Technical bid.

II. Financial Bid (Second Envelope)

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

(a) Covering letter as per **Format - 7.12** of the RfS

(b) Preliminary Estimate of Cost of the Project as per **Format 7.13** of the RfS

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

Important Note:

(a) The Bidders shall not deviate from the naming and the numbering formats of envelops mentioned above, in any manner.

(b) In each of the envelopes (as part of online bid submission), all the documents enclosed shall be indexed and flagged appropriately, with the index list indicating the name of the document against each flag.

(c) All the envelopes shall be properly sealed with the signature of the Authorized Signatory running across the sealing of the envelopes.

(d) In case the Bidder submits the online documents on ISN-ETS bidding Portal within the bid submission deadlines and fails to submit the offline documents in the office of TGGENCO within the bid submission deadlines, the online bid of the Bidder shall not be opened and shall be 'archived' on the ISN-ETS bidding portal. Similarly, bids submitted offline but without any online submission on ISN-ETS bidding portal shall not be opened and the EMD shall be returned to the respective bidder.**In such cases, Bid processing fee and cost of RfS document, if paid by the bidder, will not be refunded to the bidder.**

(e) Tariff to be quoted in the Financial **Bid shall be exclusive of GST** (for offering storage service). GST levied on the storage service being provided by the Project, if any, shall be passed through to the TGGENCO.

30. Notice Board for Display

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

___ MW /_____MWh STU – Connected Battery Energy Storage System Project Owned and Operated by
_____ (insert name of BESSD)

Under RfS document for setting up of cumulative capacity of 375MW/1500MWH Standalone BESS in----------(insert Substation name) of TGTRANSCO under Tariff Based Competitive Bidding and on BOO model with VGF funding supported through PSDF.

Village ……., Tehsil ……., District …….State ……..

31. Validity of the Response to RfS

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

32. Bid Preparation Cost

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

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

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

33.2. TGGENCO will make effort to respond to the same in the Pre-Bid Meeting to be held as mentioned in the Bid Information Sheet. A compiled list of such questionnaire and TGGENCO's response will be uploaded in the ISN-ETS bidding portal https://www.bharatelectronictender.com. If necessary, amendments, clarifications, elaborations shall be issued by TGGENCO which will be notified on TGGENCO/ ISN-ETS bidding portal. No separate reply/ intimation will be given for the above, elsewhere. In the event of the issuance of any revision or amendment of the RfS documents, the Bidders shall be provided a period of at least 7 days therefrom, for submission of bids. No clarifications will be issued by TGGENCO subsequent to bid submission deadline.

33.3. A Pre-Bid Meeting shall be held as mentioned in the Bid Information Sheet (Venue to be notified later on TGGENCO's website).

33.4. Enquiries/ Clarifications may be sought by the Bidder by contacting TGGENCO's officials as per the details contained in the Bid Information Sheet.

34. Right of TGGENCO to Reject a Bid

TGGENCO reserves the right to reject any or all of the responses to RfS or cancel the RfS or annul the bidding process for any project at any stage without assigning any reasons whatsoever and without thereby any liability. In the event of the tender being cancelled prior to opening of bids, the processing fee (excluding GST, if amount credited to TGGENCO's account), without any interests, shall be returned to the respective Bidders.

Note: In the event of opening of bids, bid processing fee will not be refunded.

35. Post Award Compliances

Timely completion of all the milestones i.e. signing of BESPA, meeting Financial Closure Requirements/Conditions Subsequent (BESPA), Commissioning etc. will be the sole responsibility of BESSD. TGGENCO shall not be liable for issuing any intimations/ reminders to BESSDs for timely completion of milestones and/ or submission of compliance documents.

Any checklist shared with BESSD by TGGENCO for compliance of above mentioned milestones to be considered for the purpose of facilitation only. Any additional documents required as per the conditions of Guidelines, RfS and BESPA must be timely submitted by the BESSD.

Tentative timelines of various activities to be carried out under this RfS are summarized as follows:

Activity	Duration
Date of issuance of RfS	
Date of the pre-bid meeting	
Bid submission deadline	
Signing of BESPA/Effective Date	30 days from LOA(==C)
Financial Closure	(C + 12Months) i.e., 6 months prior to SCD
Release of 1st tranche of VGF on financial closure subject to submission of BG	C+6 months (upon fulfilment of FC)
Project commissioning	C+18 months (=D)
Release of 2nd tranche of VGF (Upon achieving COD)	C+18 months (upon achieving COD)
Release of 3rd tranche of VGF (competition of 1st year from COD)	D+1 year

Section 4

QUALIFICATION REQUIRMENTS FOR BIDDERS

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

36. General Eligibility Criteria

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

36.1. The Bidder must fall under either of the following categories:

i. A Company under the Companies Act, 2013.

ii. A Foreign Company under the respective nation's laws.

iii. Alternative Investment Funds (AIF) as registered under SEBI. "AIF" shall be as defined by SEBI.

iv. A Consortium comprising the above entities.

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

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

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

In case the foreign company participating as a member of consortium, **Clause No.38.5** of the RfS shall be applicable.

36.4. In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. vide No. 7/10/2021-PPD (1) dated 23.02.2023 and subsequent amendments

and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS:

a. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority (as defined in the OM as referred above).

b. "Bidder" in this reference, means any person or firm or company, including any member of a consortium, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.

c. "Bidder from a country which shares a land border with India" for the purpose of this clause, means:

I. An entity incorporated, established or registered in such a country; or

II. A subsidiary of an entity incorporated, established or registered in such a country; or

III. An entity substantially controlled through entities incorporated, established or registered in such a country; or

IV. An entity whose beneficial owner is situated in such a country; or

V. An Indian (or other) agent of such an entity; or

VI. A natural person who is a citizen of such a country; or

VII. A consortium where any member of the consortium falls under any of the above.

d. In support of the above, the Bidder shall be required to submit necessary Undertaking, as per **Format 7.8/7.8A** of the RfS.

e. Other provisions of the referred OM dated 23.02.2023 except Sl. 17 of the OM, will also be applicable for this tender. Any interpretation of the above clauses will be made in line with the referred OM, including subsequent amendments and clarifications thereto.

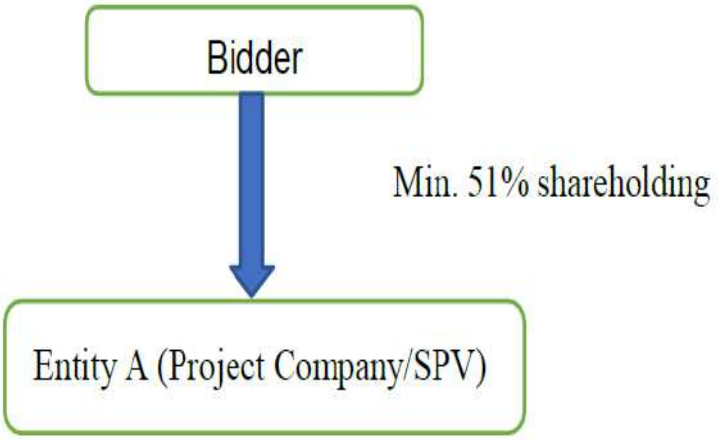
36.5. Proprietorship, Partnerships, Trust, NGOs and Limited Liability Partnership (LLPs) are also not eligible for participation on an individual basis or as a part of consortium

36.6. A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. (a) existing subsidiary Company of the Successful Bidder, or (b) a Project Company incorporated as a subsidiary Company of the Successful Bidder, for setting up the Project, and in each case, having at least 51% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of BESPA

36.7. Any consortium, if selected as Successful Bidder for the purpose of supply of power to TGDISCOMs, shall incorporate a Project company with equity participation by the Members in line with consortium agreement (to be submitted along with the response to RfS) before signing of BESPA with TGGENCO, i.e. the Project Company incorporated shall have the same share holding pattern as that indicated in the Consortium Agreement given at the time of submission of response to RfS. This shall not change till the signing of BESPA and the Controlling Shareholding (held by the Lead Member holding not less than 51% of the voting rights and paid-up share capital) shall not change from submission deadline of response to RfS up to COD of the Project. Transfer of controlling shareholding within the same group of companies will however be allowed prior to COD with the permission of TGGENCO, subject to the condition that, the management control remains within the same group of companies.

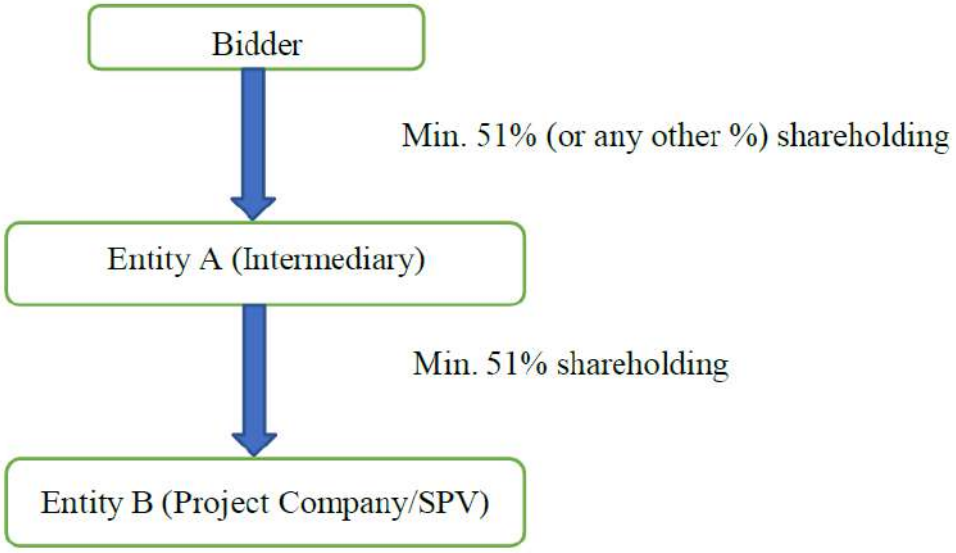
36.8. The Bidder or any of its Affiliates should not be a willful defaulter to any lender. Further, the Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors should not have been barred or included in the blacklist by any government agency or authority in India, the government of the jurisdiction of the Bidder or Members where they are incorporated or the jurisdiction of their principal place of business, any international financial institution such as the World Bank Group, Asian Development Bank, African Development Bank, Inter-American Development Bank, Asian Infrastructure Investment Bank etc., or the United Nations or any of its agencies. The Bidder shall submit an undertaking to this effect.

36.9. For avoidance of doubt, it is clarified that the fully owned subsidiary Company as mentioned in **Clauses 36.3 and 36.6** above should be an immediate subsidiary of the bidder, without any intermediaries involved. The following illustrations are provided to clarify the same:



Scenario 1:

Scenario 2:



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

37. Technical Eligibility Criteria

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

37.2. The Bidder is required to undertake to furnish evidence of meeting the above criteria in line with provisions of **Clause 26** of the RfS. The undertaking shall be submitted as per enclosed **Format 7.9** of the RfS.

37.3. The Projects shall also comply with the performance criteria as detailed in **Clause 8** of the RfS.

38. Financial Eligibility Criteria

38.1. Net-Worth/ Asset Under Management (AUM) or Investible Funds

a. The Net Worth of the Bidder shall be equal to or greater than INR 75,00,000/- per MW (Rupees Seventt Five Lakhs per MW)of the quoted capacity (in MW), as on the last date of previous Financial Year, i.e. FY 2024-25 or as on the day at least 7 days prior to the bid submission deadline.

For example, for a 750 MWh (187.5 MW x 4 hrs.) project capacity, the minimum Net Worth requirement to be demonstrated shall be Rs.75 Lakhs x 187.5MW. In case of the Bidder being a SEBI registered AIF, the cumulative value of Assets Under Management (AUM) with minimum requirement of Rs.75Lakhs / MW shall be demonstrated. In this context, AUM shall mean the amount as certified by the Statutory Auditor of the AIF.

The net-worth/value of AUM to be considered for the above purpose will be the cumulative net-worth of the Bidder/AIF or consortium members. Except in the case of AIFs, the Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the Net Worth criteria as per the RfS. In case of the Bidder being a Bidding Consortium, any Member may meet the above criteria on the basis of financial capability of its Affiliate(s). In both cases, such Affiliates shall undertake to contribute the required equity funding and performance bank guarantees in case the bidder(s) fail to do so in accordance with the RfS.

b. Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and AUM or investible funds to be considered under this clause will be calculated in accordance with applicable SEBI (AIF) Regulations.

38.2. Except for AIFs, the Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per **Clause 38.1** above subject to clause no.38.8 above. In case of the Bidder being a Bidding Consortium, any Member (except an AIF) may seek qualification on the basis of financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and Performance Bank Guarantees in case the Bidder(s) fail to do so in accordance with the RfS. In case of non-availability of the Board Resolution as required above, a letter from the CEO/ Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be required to be submitted prior to signing of BESPA.

38.3. For the purposes of meeting financial requirements, only latest unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account.

38.4. A Company/Consortium would be required to submit annual audited accounts for the last financial year, 2024-25, or as on the day at least 7 days prior to the bid submission deadline, along with net worth and annual turnover Certificate (as applicable) from a practicing Chartered Accountant/ Statutory Auditor with Unique Document Identification Number (UDIN) to demonstrate fulfillment of the criteria. In case, bidder is seeking qualification based on net worth as on the day not more than seven (07) days prior to the due date of bid submission, it shall submit a certificate from Statutory Auditor with a Unique Document Identification Number (UDIN) certifying the availability of Net worth on the date not more than seven (07) days prior to due date of bid submission along with a certified copy of Balance sheet, Profit & Loss Account, Schedules and Cash Flow statements supported with Bank Statement. In case of foreign companies, the Bidders shall be required to submit the annual audited accounts for the last respective financial year as per the general norm in the country where the Bidder or its Affiliate(s) is/ are located, or provisional accounts as on the day at least 7 days prior to the bid submission deadline.

Note: *In case of foreign Bidders, in the event the Bidder is unable to furnish the audited annual accounts for the previous financial year 2024-25 as per the prevalent norm in the respective country, the Bidder shall submit the annual audited accounts of the last financial year for which the audited accounts are available. This, however, would be acceptable, subject to the condition that the last date of response to this RfS falls on or within the deadline for completion of audit of annual accounts of companies, as stipulated by the laws/rules of the respective country, and the Bidder shall submit the corresponding documentary evidence against the same. In case the annual accounts or provisional accounts as on the day at least 7 days prior to the bid submission deadline, are submitted in a language other than English, a certified English translation from an approved translator shall be required to be submitted by the Bidder.*

38.5. For meeting the above financial eligibility criteria, if the data is provided by the Bidder in a foreign currency, equivalent Indian Rupees of Net Worth and other financial parameters will be calculated by the Bidder using Reserve Bank of India's reference rates prevailing on the date of closing of the accounts for the respective financial year.

38.6. In case of any currency for which RBI reference rate is not available, Bidders shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion. After such conversion, Bidder shall follow the procedure/ submit document as elaborated in **Clause 38.5** above.

38.7. In case the response to RfS is submitted by a Consortium, then the financial requirement (the Net-Worth) to be met by the Consortium shall be as a whole computed irrespective of the proportion to the equity commitment made by each of them in the Project Company.

38.8. In case the strength of an Affiliate is being used for meeting the eligibility criteria, shareholding pattern of the respective Affiliate will be locked-in upto COD of the Project. It is clarified that except for the case of a Foreign Bidder as per Clause 38.5 above, accounts as on the date prior to end of FY 2024-25 will not be accepted under this RfS.

38.9. The Bidder shall demonstrate the proposed technology through a detail presentation in a physical meeting, as a prerequisite for selection.

39.Liquidity: It is necessary that the bidder has sufficient cash flow/internal accruals/bank references to manage the fund requirements for the Project. The Procurer may also stipulate suitable parameters such as annual turnover, PBDIT, internal resource generation, bank references/line of credit, etc.

Section 5

BID EVALUATION AND SELECTION OF PROJECTS

Bid Evaluation

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

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

40.1. The first envelope (Technical Bid submitted online) of only those bidders will be opened by TGGENCO whose required documents as mentioned at **Clause 29** of the RfS are received by TGGENCO. Bid opening (online) will be done only after the deadline for submission of Bank Guarantee (if applicable) and/or DDs/Pay order against Cost of RfS document and Bid Processing Fee.

For e.g., if the bid submission deadline is 18:00 hrs on 31.07.2023, the online bid opening will be conducted on 02.08.2023. In case of the above deadline being a holiday, the bids will be opened on the next working day.

40.2. Subject to **Clause 29** of the RfS, TGGENCO will examine all the documents submitted by the Bidders and ascertain meeting of eligibility conditions prescribed in the RfS. During the examination of the bids, TGGENCO may seek clarifications/additional documents to the documents submitted etc. from the Bidders if required to satisfy themselves for meeting the eligibility conditions by the Bidders. Bidders shall be required to respond to any clarifications/additional documents sought by TGGENCO within 02(two) days from the date of such intimation from TGGENCO. All correspondence in this regard shall be made through email/ETS bidding portal only. It shall be the responsibility of the Bidder to ensure that the email id of the authorized signatory of the Bidder is functional. The Bidder may provide an additional email id of the authorized signatory in the covering letter. No reminders in this case shall be sent. It shall be the sole responsibility of the Bidders to remove all the discrepancies and furnish additional documents as requested. TGGENCO shall not be responsible for rejection of any bid on account of the above.

40.3. The response to RfS submitted by the Bidder shall be scrutinized to establish Techno-Commercial eligibility as per the RfS.

41. Financial Bid Evaluation (Step 2)

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

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

41.1. In this step evaluations of Techno-Commercially Qualified Bids shall be evaluated **for each individual location/project** mentioned in Clause 4.8 based on the capacity charges, or the "First Round Tariff", quoted by the Bidder in the Electronic Form of Financial Bid. After this step, the shortlisted bidders at each location shall be invited for the Reverse Auction.

41.2. Second Envelope (containing First Round Tariff) of only those bidders shall be opened whose technical bids are found to be qualified as per the RfS.

41.3. The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) quoting a **single tariff (capacity charges) in Indian Rupee per MW per month** for each location/project the bidder is interested in. The tariff has to be quoted in Indian Rupee per MW per month in whole numbers only (no decimal places allowed). If it is quoted with any decimal places, the digits in the decimal places shall be ignored. (For e.g. if the quoted tariff is INR 450.34/MW/Month, then it shall be considered as INR 450/MW/ Month).

41.4. In this step, evaluation will be carried out for each location/project based on the tariff quoted by the Bidders.

41.5. On completion of Techno-Commercial bid evaluation, if it is determined that only one Bidder is eligible for the next stage for a particular location/project, then the tender process for that project/location will be annulled and re-tendered. However, subject to mutual consent and approval from the Hon'ble TGERC, the capacity of such project/location may be reallocated to other Bidders selected under this RfS, in the order of their quoted tariff.

41.6. If the first-round tariff quoted is same for two or more bidders for a particular project, then all the bidders with same tariff shall be considered of equal rank/ standing in the order.

41.7. All Bidders with same tariff for a particular location/project shall be eligible for reverse auction round (provided their rank is equal to or less than nth Bidder as mentioned in **Clause 42.2** of the RfS.

41.8. Ranking of bidders after Financial Bid Evaluation: Following illustrates an example of ranking of bidders after financial bid opening and evaluation

Bidder	Submitted Financial Bid	Ranking
B1	₹ 210 (Tariff in ₹/ MW)	*L1*
B2	₹ 220 (Tariff in ₹/ MW)	*L2*
B3	₹ 230 (Tariff in ₹/ MW)	*L3*
B4	₹ 230 (Tariff in ₹/ MW)	*L3*
B5	₹ 243 (Tariff in ₹/ MW)	*L4*

B6	₹ 260 (Tariff in ₹/ MW)	*L5*
B7	₹ 365 (Tariff in ₹/ MW)	*L6*
B8	₹ 469 (Tariff in ₹/ MW)	*L7*
B9	₹ 570 (Tariff in ₹/ MW)	*L8*

42.Reverse Auction (Step 3)

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

42.2. The Total eligible Bidders for the reverse auction shall be decided as mentioned below:

No.of Eligible Bidders	Action to be done
Upto 4 bidders	Reverse auction shall be held without removing any techno-commercially qualified Bidder.
5 to 9 bidders	Reverse Auction process shall be carried out after removing the highest quoted Bidder price (i.e., the "H1 bidder").
No. of bidders 10 and above	Reverse Auction process shall be carried out after removing the two (2) Highest Bidders(i.e., H1&H2 Bidders)

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

(b) The above elimination will take place subject to the condition that the total number of shortlisted bidders after such elimination remains more than 2. In the contradictory scenario,

42.3. After opening of Financial Bids and **at least two hours before the scheduled** start time of Reverse Auction, a system generated email for invitation for Reverse Auction will be sent to those Bidders who have been shortlisted for Reverse Auction for each of the location/project based on the criteria mentioned at Clause 42.2 above.

42.4. Shortlisted bidders for Reverse Auction will be able to login into the ISN-ETS bidding portal of reverse auction 15 minutes before the start time of reverse auction.

a. During the 15 minutes prior to start of reverse auction process, the respective tariff of the bidder shall be displayed on its window.

b. **The minimum decrement value for tariff shall be INR 1000 per MW per Month**. The Bidder can mention its revised discounted tariff which has to be at least Rs. 1000/MW / Month less than Rank-1 Tariff.

c. Bidders can only quote any value lower than the Current Rank-1 Tariff taking into consideration the minimum decrement value mentioned in the previous clause. However, at any stage, increase in tariff will not be permissible.

d. In the bidder's bidding window, the following information can be viewed by the bidder:

    i. It's Initial Tariff/ Current Tariff

    ii. Rank-1 Tariff

e. The initial auction period will be of 30 (thirty) minutes with a provision **of auto extension by 10(ten) minutes** from the scheduled/ extended closing time. If no such change as described above is affected during the last 10 (Ten) minutes of auction period or extended auction period, then the reverse auction process will automatically get closed.

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

43.Selection of Successful Bidders

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

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

• Step 1: Bidder who has quoted the lowest in Financial Bid (Electronic Form) will be selected. If there is also a tie among these bidders, then the following step (Step 2) will be followed.

• Step 2: Selection will be done based on Net Worth. The bidder with higher Networth will be selected

44. Issuance of LOAs

a) At the end of the selection process, a Letter of Award (LOA) will be issued to the successful Bidders for each Project. In case of a Consortium being selected as the successful Bidder, the LOA shall be issued to the Lead Member of the Consortium.

b) In case TGGENCO is unable to find buyers/DISCOMs (the off-taker) for the tariffs as discovered after the bidding process ,TGGENCO reserves the right to annul the bid process without any financial implications to any of the parties concerned.

c) In all cases, TGGENCO's decision regarding selection of Bidder through Reverse Auction or other- wise based on tariff or annulment of tender process shall be final and binding on all participating bidders.

d) The BESPA shall be signed within 30 days from the date of issuance of LoAs by TGGENCO, if not extended by TGGENCO/TGDISCOMs, subsequent to issuance of LoA, otherwise the awarded location /project shall stand cancelled.

Section 6

DEFINITIONS OF TERMS

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

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

45.2. **"AFFILIATE"** shall mean a company that, directly or indirectly,

i. controls, or

ii. is controlled by, or

iii. is under common control with, a company developing a Project or a Member in a Consortium developing the Project and control means ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such company or right to appoint majority Directors.

45.3. **"APPROPRIATE COMMISSION"** shall mean as Telangana Energy Regulatory Commission (TGERC).

45.4. **"AVAILABILITY"** shall mean as defined in **Clause 8** of the RfS.

45.5. **"BATTERY ENERGY STORAGE SYSTEMS" or "BESS"** shall mean the system(s)/projects utilizing methods and technologies such as electrochemical batteries (Lead Acid, Li-ion, solid state batteries, flow batteries, etc.), providing a facility that can store chemical energy and deliver the stored energy in the form of electricity, including ancillary facilities (grid support, for example). Such systems may be co- located with RE Generating Stations, or may be operated on stand-alone basis.

45.6. **"BATTERY ENERGY STORAGE SYSTEM DEVELOPER" or "BESSD"** or "DEVELOPER" or "PROJECT DEVELOPER" shall mean the entity owning/operating the BESS facility for supply of power under the BESPA, and shall refer to the Bidding Company or a Bidding Consortium participating in the bid and having been selected and allocated a Project capacity by TGGENCO (through a competitive bidding process), including the SPV formed by the selected bidder/ consortium for the purpose of setting up of the Project and signing of BESPA with TGGENCO.

45.7. "BATTERY ENERGY STORAGE PURCHASE AGREEMENT" or "BESPA" shall mean the agreement signed between the Selected Bidder/BESSD and TGGENCO for procurement of capacity from the BESS, as per the terms and conditions of the standard BESPA enclosed with this RfS.

45.8. "Battery Energy Storage Sale Agreement" or **"BESSA"** shall mean the agreement signed between TGGENCO and TGDISCOMs according to the terms and conditions of the standard BESSA enclosed with this RfS.

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

45.10. "BIDDER" shall mean Bidding Company (including a foreign company) or a Bidding Consortium submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Consortium, Member of a Bidding Consortium including its successors, executors and permitted assigns and Lead Member of the Bidding Consortium jointly and severally, as the context may require; foreign companies participating in the bidding process shall be registered as companies as per the rules of their country of origin.

45.11. "BIDDING CONSORTIUM" or "CONSORTIUM" shall refer to a group of Companies that collectively submit the response in accordance with the provisions of this RfS under a Consortium Agreement.

45.12. "BID CAPACITY" shall mean aggregate project capacity of the Battery Energy Storage System(s) as proposed by the Bidder.

45.13. "TGGENCO" shall mean Telangana Power Generation Corporation Limited.

45.14. "TGDISCOMs" shall mean Southern Power Distribution Company of Telangana Limited (TGSPDCL) and Northern Power Distribution Company of Telangana Limited (TGNPDCL).

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

For bidders incorporated in countries other than India, "Chartered Accountant" shall mean a person or a firm practicing in the respective country and designated/ registered under the corresponding Statutes/ laws of the respective country.

45.16. "COMPANY" shall mean a body corporate incorporated in India under the Companies Act, 2013 or any law in India prior thereto relating to Companies, as applicable.

45.17. "COMMERCIAL OPERATION DATE (COD)" shall mean the date as defined in **Clause 24** of the RfS.

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

45.19. "CONTRACT YEAR" shall mean the period beginning from the Effective Date of the BESPA and ending on the immediately succeeding 31st March and thereafter each period of 12 months beginning on 1st April and ending on 31st March provided that:

a. in the financial year in which the Scheduled Commissioning Date would occur, the Contract Year shall end on the date immediately before the Scheduled Commissioning Date and a new Contract Year shall commence once again from the Scheduled Commissioning Date and end on the immediately succeeding 31st March, and thereafter each period of 12 (Twelve) Months commencing on 1st April and ending on 31st March, and

b. provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement.

45.20. "CONTROL" shall mean the ownership, directly or indirectly, of more than 50% (fifty percent) of the voting shares of such Company or right to appoint majority Directors.

45.21. "CONTROLLING SHAREHOLDING" shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium.

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

45.23. "DAY" shall mean calendar day.

45.24. "EFFECTIVE DATE" shall mean the date as on 30th day from the date of issuance of Letter of Award (LOA) or in case of delay in signing of BESPA attributable to TGGENCO, the actual date of signing of BESPA, whichever is later, which shall be indicated in the BESPA executed by both the parties.

45.25. "EQUITY" shall mean Net Worth as defined in Companies Act, 2013.

45.26. "FINANCIAL CLOSURE" or "PROJECT FINANCING ARRANGEMENTS" means arrangement of necessary funds by the BESSD towards 100% Project Cost

either by way of commitment of funds by the Company from its internal resources and/or tie-up of funds through a bank/ financial institution by way of sanction of a loan or letter agreeing to finance;

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

45.28. "GROUP COMPANY" of a Company means

a. a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or;

b. a Company in which the Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company or;

c. a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;

d. a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Company whether through the ownership of securities or agreement or any other arrangement or otherwise or;

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

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

45.29. "INTER-CONNECTION POINT/ DELIVERY/ METERING POINT" shall mean a single point at the Substation of the STU network, at the voltage level of kV, where the power from the Project(s) is injected into the grid (including the dedicated transmission line connecting the Projects with the substation system) as specified in the RfS. Metering shall be done at this interconnection point where the power is injected into. For interconnection with grid and metering, the BESSDs shall abide by the relevant CERC/ TGERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2014 as amended and revised from time to time.

45.30. "Not used.

45.31. "JOINT CONTROL" shall mean a situation where a company has multiple promoters (but none of the shareholders has more than 50% of voting rights and paid up share capital).

45.32. "LEAD MEMBER OF THE BIDDING CONSORTIUM" or "LEAD MEMBER" There shall be only one Lead Member, having the shareholding of not less 51% in the Bidding Consortium.

Note: The shareholding of the Lead member in the Project Company (Special Purpose Vehicle) cannot be changed till 01 (one) year after the Commercial Operation Date (COD) of the Project.

45.33. "LETTER OF AWARD" or "LOA" shall mean the letter issued by Telangana Power Generation Corporation Limited (TGGENCO) to the selected Bidder for award of the Project.

45.34. "LIMITED LIABILITY PARTNERSHIP" or "LLP" shall mean a Company governed by Limited Liability Partnership Act 2008 or as amended.

45.35. "LLC" shall mean Limited Liability Company.

45.36. "MEMBER IN A BIDDING CONSORTIUM" or "MEMBER" shall mean each Company in a Bidding Consortium. In case of a Technology Partner being a member in the Consortium, it has to be a Company.

45.37. "MONTH" shall mean calendar month.

45.38. "NET-WORTH" shall mean the Net-Worth as defined section 4 of the Companies Act, 2013.

45.39. "PAID-UP SHARE CAPITAL" shall mean the paid-up share capital as defined in Section 4 of the Companies Act, 2013.

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

45.41. "PROJECT" shall mean the Battery Energy Storage System set up by the BESSD for supply of Power "on Demand" basis, having single point of injection into the grid at Interconnection/ Delivery/ Metering Point. The Project shall also comprise auxiliaries and associated facilities, bay(s) for transmission system in the their switchyard, dedicated transmission line up to the injection point and all the other assets, buildings/structures, equipment, plant and machinery (pertaining to the BESS), facilities and related assets required for the efficient and economic operation of the power supply facility, whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of power to TGDISCOMs.

45.42. "PROJECT CAPACITY" shall mean the maximum AC capacity at the delivery point that can be scheduled from the Project.

45.43. "PROJECT COMMISSIONING": The Project will be considered as commissioned in line with the Commissioning procedure defined in the RfS/BESPA and upon certification thereof by TGGENCO.

45.44. "PROJECT LOCATION" shall mean the area identified by the BESSD, comprising village(s), Tehsil(s)/Taluk(s) and District(s) within Telangana, where the Project is being implemented.

45.45. "POWER ON DEMAND" shall mean the requirement of TGDISCOMs to charge and discharge the BESS based on its requirements during the time of day, subject to provisions of the RfS and BESPA.

45.46. "RENEWABLE ENERGY (RE) POWER" shall mean power from a RE Power generation facility.

45.47. "RfS" or "RfS DOCUMENT" or "BIDDING DOCUMENT(S)" or "TENDER DOOCUMENTS" shall mean the "Request for Selection" document issued by TGGENCO including standard Battery Energy Storage Purchase Agreement, along with subsequent clarifications and amendments thereof, vide RfS No. … dated .

45.48. Not Used

45.49. "SCHEDULED COMMISSIONING DATE" or "SCD" shall be the date as indicated in **Clause 9.2** of the RfS.

45.50. "SELECTED BIDDER" or "SUCCESSFUL BIDDER" shall mean the Bidder selected pursuant to this RfS to set up the Project and supply electrical output as per the terms of BESPA.

45.51. "STATE TRANSMISSION UTILITY" or "STU" shall mean Transmission Corporation of Telangana Limited (TGTRANSCO).

45.52. "TOE" shall mean Tender Opening Event.

45.53. "TRADING MARGIN" shall mean the facilitation charges in the form of margin on procurement and supply of Contracted Capacity / Energy from the BESS to TGDISCOMs by TGGENCO, under this RfS, and the same being charged by TGGENCO shall be INR 0.07 per kWh of energy supplied.

45.54. "ULTIMATE PARENT" shall mean a Company, which owns more than 50% (Fifty Percent) voting rights and paid up share capital, either directly or indirectly in the Parent and Affiliates;

45.55. "WEEK" shall mean calendar week;

Section 7

SAMPLE FORMS & FORMATS FOR BID SUBMISSION

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

Format 7.1

COVERING LETTER

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

Ref.No. _____ Date:

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

_____

_____

Tel.#:

Fax#:

E-mail address#

To,

The Chief Engineer/HPC&HP,
Telangana Power Generation Corporation Limited
Vidyut Soudha, Khairatabad,
Hyderabad, Telangana 500082
Telephone:040-23499310/311/805
Email ID: ce.hpc@tggenco.com

Website- https://tggenco.com/

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

Dear Sir/ Madam,

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

We confirm that in response to the aforesaid RfS, neither we nor any of our Ultimate Parent Company/ Parent Company/ Affiliate/ Group Company has submitted response to

RfS other than this response to RfS, directly or indirectly, in response to the aforesaid RfS (as mentioned in **Format 7.8** under Disclosure) **OR** We confirm that in the response to the aforesaid RfS, we have a Group Company who owns more than 10% but less than 26% in the bidding company as well as other companies who may participate in this RfS, and accordingly, we have submitted requisite undertaking as per **Format 7.8A** in this regard *[strike out whichever not applicable]*.

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

Sl.No	Project	Name of the Substation/Project	Interconnection Voltage Level (in kV)	Proposed BESS capacity (MW/MWH)	Check for the project applying for
1	**Project1**	**400/220KV SS Maheswaram**	**220KV**	**187.5MW/750MWH (187.5MWX4 Hrs)**	
2	**Project 2**	**400/220KV SS choutuppal**	**220KV**	**187.5MW/750MWH (187.5MWX4 Hrs)**	
Total capacity for Bidding					

1. We give our unconditional acceptance to the RfS, dated *[Insert date in dd/mm/yyyy]*, standard BESPA documents attached thereto, issued by TGGENCO. In token of our acceptance to the RfS and BESPA documents along with the amendments and clarifications issued by TGGENCO, the same have been digitally signed by us and enclosed with the response to RfS. We shall ensure that the BESPA is executed as per the provisions of the RfS and provisions of BESPA and shall be binding on us. Further, we confirm that the Project shall be commissioned within the deadline as per **Clause 9** of the RfS. We further undertake that we shall demonstrate possession of 100% area of the identified land, within the timelines as per the RfS.

2. Earnest Money Deposit (EMD):- *(Please read **Clause 18** carefully before filling)* We have enclosed EMD of INR ……. (Insert Amount), in the form of Bank Guarantee no… ..... [Insert bank guarantee number] dated [Insert date of bank guarantee] as per **Format 7.3A** from …… [Insert name of bank providing bank guarantee] and valid up to… in terms of **Clause No. 18** of this RfS. The total capacity of the BESS Project offered by us is ..... MW/… MWh. [*Insert cumulative capacity proposed]. (Strike off whichever is not applicable).*

3. We hereby declare that in the event our Project(s) get selected and we are not able to submit Bank Guarantee of the requisite value(s) towards PBG for the selected Projects, within due time as mentioned in **Clauses 19** of this RfS on issue of LOA by TGGENCO for the selected Projects and/or we are not able to sign BESPA with TGGENCO within the timeline as stipulated in the RfS for the selected Projects, TGGENCO shall have the right to encash the EMD submitted by us and return the

balance amount (if any) for the value of EMD pertaining to unsuccessful capacity.

4. We have submitted our response to RfS strictly as per **Section 7** (Sample Forms and Formats) of this RfS, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.

5. Acceptance:-
   We hereby unconditionally and irrevocably agree and accept that the decision made by TGGENCO in respect of any matter regarding or arising out of the RfS shall be binding on us. We hereby expressly waive and withdraw any deviations from the provisions of theRfS and also waive and withdraw all claims in respect of this process.

   We also unconditionally and irrevocably agree and accept that the decision made by TGGENCO in respect of award of Projects according to our preference order as above and inline with the provisions of the RfS, shall be binding on us.

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

   We confirm that we have studied the provisions of the relevant Indian Laws, Regulations and Order issued by judicial bodies as required to enable us to submit this response to RfS and execute the BESPA, in the event of our selection as Successful Bidder.

7. In case of our selection as the Successful bidder under the scheme and the project being executed by a Special Purpose Vehicle (SPV) incorporated by us which shall be our subsidiary, we shall infuse necessary equity to the requirements of RfS. Further we will submit a Board Resolution prior to signing of BESPA with TGGENCO, committing total equity infusion in the SPV as per the provisions of RfS.

8. We are submitting our response to the RfS with formats duly signed as desired by you in the RfS online for your consideration.

9. It is confirmed that our response to the RfS is consistent with all the requirements of submission as stated in the RfS, including all clarifications and amendments and subsequent communications from TGGENCO.

10. The information submitted in our response to the RfS is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the RfS.

11. We confirm that all the terms and conditions of our Bid are valid up to _____ (Insert date in dd/mm/yyyy) for acceptance [i.e. a period of 180 (One Hundred

Eighty) Days from the last date of submission of response to RfS. We confirm thaty in the even of issuance of LOA under RfS, the tariff indicated in the LOA shall be valid until the signing of PPA until clause no.44(d) of RfS.

12. We hereby understand and confirm that TGGENCO reserves its right to verify the documents furnished by us at the time of submission of RfS including availability of the Net Worth to the extent claimed in the RfS with the original documents and bank statements and the shareholding of the Project Company along with a copy of complete documentary evidence supported with originals at any stage from evaluation upto the expiry of BESPA.
    We understand and confirm that if the aforesaid documents furnished by us are found to be misleading or misrepresenting in any way, TGGENCO shall be free to take appropriate action including forfeiture of EMD and blacklisting us for an appropriate period decided by TGGENCO.

13. We, hereby, declare that only the persons or firms interested in this bid as named here and that no other persons or firms other than those mentioned herein have any interest in this bid or in the BESPA to be entered into. We confirm that this bid is made without any connection with any other person, firm or party likewise submitting a bid. We further confirm that this bid is submitted in good faith and without collusion or fraud.

1. Contact Person

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

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

2. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful

Bidder, we agree that the same would be treated as a seller's event of default under BESPA and consequent provisions of BESPA shall apply.

3. We hereby undertake that we shall pay the requisite Success Charges as per RfS.

Dated the_____day of_____, 20….

Thanking you,
We remain,
Yours faithfully,

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

Format 7.2

FORMAT FOR POWER OF ATTORNEY

(Applicable Only in case of Consortiums)

(To be provided by each of the other members of the Consortium in favor of the Lead Member)
(*To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value***)**

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

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

i) To submit on behalf of Consortium Members response to RfS.

ii) To do any other act or submit any information and document related to the above response to RfS Bid.
It is expressly understood that in the event of the Consortium being selected as Successful Bidder, this Power of Attorney shall remain valid, binding and irrevocable until the Bidding Consortium achieves execution of BESPA.

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

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

For and on behalf of Consortium Member

M/s…….

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

(Name

Designation

Place:

Date:)

Accepted

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

Attested

(Signature of the executant)

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

Place:.....

Date: .....

Lead Member in the Consortium shall have the controlling shareholding in the Company as defined in Section-5, Definition of Terms of the RfS.

Format 7.3A

FORMAT FOR BANK GUARANTEE TOWARDS EARNEST MONEY DEPOSIT (EMD)

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

Reference: …….
Bank Guarantee No.: .....…Date: .....……...

In consideration of the_____*Insert name of the Bidder*] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for_____[*Insert title of the RfS*] of the cumulative capacity of _____ MW/MWh [*Insert cumulative Project capacity proposed*] for offering Battery Energy Storage System on long term basis, in response to the RfS No._____dated_____issued by Telangana Power Generation Corporation Limited (hereinafter referred to as TGGENCO) and TGGENCO considering such response to the RfS of…..[*Insert the name of the Bidder*] as per the terms of the RfS, the _____[*Insert name & address of bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to TGGENCO at [*Insert Name of the Place from the address of TGGENCO*] forthwith without demur on demand in writing from TGGENCO or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees _____[In*sert amount not less than that derived in line with RfS clause*], only, on behalf of M/s _____ [*Insert name of the Bidder*].

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

Our liability under this Guarantee is restricted to INR_____(Indian Rupees____ only). Our Guarantee shall remain in force until_____ [*insert date of validity in accordance with **Clause No. 18** of this RfS*]. TGGENCO shall be entitled to invoke this Guarantee till_[*insert date of validity in accordance with **Clause No. 18** of this RfS*].

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

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

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at New Delhi shall have exclusive jurisdiction.

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

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to INR_____ (Indian Rupees_____Only) and it shall remain in force until_____[*Date to be inserted on the basis of* ***Clause No. 18*** *of this RfS*].

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

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

For
_____[*Insert Name and Address of the Bank*] _____
Contact Details of the Bank:
E-mail ID of the Bank:
Banker's Stamp and Full Address.
Dated this___day of_____, 20____

Format 7.3 B

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

(To be submitted Separately for each Project)
(*To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value*)

Reference: …….

Bank Guarantee No.: .....…

Date: .....……...

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

As per the terms of the RfS, the_____ [*Insert name & address of Bank*] hereby agrees unequivocally, irrevocably and unconditionally to pay to TGGENCO at [*Insert Name of the Place from the address of the TGGENCO*] forthwith on demand in writing from TGGENCO or any Officer authorized by it in this behalf, any amount up to and not exceeding Indian Rupees

_____[Total Value] only, on behalf of M/s_____[*Insert name of the selected* Battery Energy Storage System Developer/ *Project Company*]

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

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

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

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

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

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

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Telangana shall have exclusive jurisdiction.

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

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

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

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

The Guarantor Bank acknowledges that this BANK GUARANTEE is not personal to TGGENCO and may be assigned, in whole or in part, (whether absolutely or by way of

security) by TGGENCO to any entity to whom TGGENCO is entitled to assign its rights and obligations under the BESPA.

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

Signature: _____

Name: _____

Power of Attorney No.:_____

For

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

Contact Details of the Bank:

E-mail ID of the Bank:

Banker's Stamp and Full Address.

Dated this _____day of_____, 20_____

Witness:

1. …….

Signature

Name and Address

2. …….

Signature

Name and Address

Notes:

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

Format 7.3 C

FORMAT OF POI for PBG

(Format of Payment On Order Instrument TO BE ISSUED BY IREDA/REC/PFC (IN LIEU OF PBG)

No. --------- Date----------

TGGENCO, Registered

_____,

_____

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

Dear Sir,

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

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

3. In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected 'Battery Energy Storage System Developer') submitting the response to RfS inter alia for selection of Contracted Capacity of …….. MW, at ……[Insert name of the place] under RfS for _____(insert name of the RfS), in response to the RfS dated…… issued by TGGENCO and TGGENCO considering such response to the RfS of ……[insert the name of the selected Battery Energy Storage System Developer] (which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting the Project of the Battery Energy Storage System Developer (BESSD) and issuing Letter of Award No ------- to (Insert Name of selected Battery Energy Storage System Developer) as per terms of RfS and the same having been accepted by the selected BESSD resulting in a Battery Energy Storage Purchase Agreement (BESPA) to be entered into with TGGENCO, for providing energy storage facility [from selected Battery Energy Storage System Developer or a Project Company, M/s ---------- {a Special Purpose Vehicle (SPV) formed for this purpose}, if applicable]. As per the terms of the RfS, the _____ [insert name & address of IREDA/PFC/REC] hereby agrees unequivocally, irrevocably and unconditionally to pay to TGGENCO at Delhi forthwith on demand in writing from TGGENCO or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees------ [Total Value] only, on behalf of M/s _____ [Insert name of the selected Battery Energy

Storage System Developer/ Project Company].

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

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

(b) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against TGGENCO;

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

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

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

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

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

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

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

6. In pursuance of the above, IREDA/REC/PFC and TGGENCO have signed an Umbrella Agreement dated ____ setting out the terms and conditions for issue of letter of undertaking by IREDA/REC/PFC to TGGENCO and the said terms and conditions shall be read as a part of this letter of undertaking issued for the project of the project of PP mentioned above.

Thanking you,

Yours faithfully
For and on behalf of

M/s. _____

(name of the POI issuing agency).

( )
General Manager (TS)

Copy to:-
M/s. __PP_____
_____
_____ As per their request

( )
General Manager (TS)

Format 7.3 D

FORMAT OF POI for EMD

(Format of Payment On Order Instrument TO BE ISSUED BY IREDA/REC/PFC (IN LIEU OF EMD)

No.---------- Date ---------

TGGENCO, Registered
_____,
_____

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

Dear Sir,

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

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

3. In consideration of the _____ [*Insert name of the Bidder*] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for _____[*Insert title of the RfS*] of the cumulative capacity of ……. MW [*Insert cumulative Project capacity proposed*] for supply of power there from on long term basis, in response to the RfS No. _____ dated _____ issued by TGGENCO and TGGENCO considering such response to the RfS of ……[*Insert the name of the Bidder*] as per the terms of the RfS, the _____ [*Insert name & address of IREDA/PFC/REC*] hereby agrees unequivocally, irrevocably and unconditionally to pay to TGGENCO at Delhi forthwith without demur on demand in writing from TGGENCO or any Officer authorized by it in this behalf, any amount upto and not exceeding Rupees _____ [*Insert amount not less than that derived on the basis of **Rs.1,72,800/-** per MWH of capacity proposed*], only, on behalf of M/s _____ [*Insert name of the Bidder*].

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

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

b. The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any

agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against TGGENCO;

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

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

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

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

g.The POI shall be the primary obligation of IREDA/REC/PFC and TGGENCO shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the Bidding Party;

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

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

6. In pursuance of the above, IREDA/REC/PFC and TGGENCO have signed an Umbrella Agreement dated ____ setting out the terms and conditions for issue of letter of undertaking by IREDA/REC/PFC to TGGENCO and the said terms and conditions shall be read as a part of this letter of undertaking issued for the project of the project of PP mentioned above.

Thanking you,

Yours faithfully
For and on behalf of
M/s. _____
(Name of the POI issuing agency).
( )
General Manager (TS)

Format 7.3 E :

FORMAT OF INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT

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

Insurance Surety Bond No. ……..

Date: _____
(Name of Contract)

To:
TGGENCO

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 TGGENCO(a Govt. of India Enterprise) (hereinafter called "the TGGENCO") for the sum of ..... (amount),

for which payment well and truly to be made to TGGENCO, 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 TGGENCO 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 TGGENCO up to the above amount upon receipt of its first written demand, without the TGGENCO having to substantiate its demand, provided that in its demand the TGGENCO will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

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

This Insurance Surety Bond will remain in force up to and including (date 12 months from the last date of Bid Submission), and any demand in respect thereof must reach the Surety not later than the above date.

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

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

INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT

MONEY DEPOSIT

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

Format 7.3 F:

FORMAT OF INSURANCE SURETY BOND FOR PERFORMANCE BANK GUARATEE

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

Insurance Surety Bond No. ……..

Date: _____
(Name of Contract)

To:
TGGENCO
Dear Sirs,

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

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 TGGENCO, on demand any and all monies payable by the Contractor to the extent of .....(*).....as aforesaid at any time upto .....(@)..... [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the TGGENCO. on the Insurance Company shall be conclusive and binding notwithstanding any difference between the TGGENCO and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the TGGENCO and further agrees that the guarantees herein contained shall continue to be enforceable till the TGGENCO discharges this guarantee or till ……(@)…….. [days/month/year] whichever is earlier.

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

enforce any covenants, contained or implied, in the Contract between the liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the TGGENCO and the Contractor or any other course or remedy or security available to the TGGENCO. The Insurance Company shall not be released of its obligations under these presents by any exercise by the TGGENCO 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 TGGENCO or any other indulgence shown by the TGGENCO or by any other matter or thing whatsoever which under the law would, but for this provision have the effect of relieving the Insurance Company.

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

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

Dated this .....day of .....20_.....at.....

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

(Signature)
.....

(Name) (Name).....
....

(Official Address) (Designation with Stamp of Insurance

Company)/with staff Authority no.

Complete Address of the Insurance Company with Telephone No. and e-mail id.

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

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

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

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

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

The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of BG from that branch/ Head office, if so required.

Format 7.4

FORMAT FOR BOARD RESOLUTIONS

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

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

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

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

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

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

And

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

Certified True Copy

(Signature, Name and Stamp of Company Secretary)

Notes:

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

Format 7.5

FORMAT FOR CONSORTIUM AGREEMENT

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

THIS Consortium Agreement ("Agreement") executed on this _____Day of _____Two Thousand_____between M/s_____[*Insert name of Lead Member*] a Company incorporated under the laws of_____and having its Registered Office at_____(hereinafter called the "**Member-1**", which expression shall include its successors, executors and permitted assigns) and M/s _____a Company incorporated under the laws of _____ and having its Registered Office at _____ _____ (hereinafter called the "**Member-2**", which expression shall include its successors, executor and permitted assigns), M/s_____ _____a Company incorporated under the laws of_____and having its Registered Office at _____(hereinafter called the "**Member-n**", which expression shall include its successors, executors and permitted assigns), [*The Bidding Consortium should list the details of all the Consortium Members*] for the purpose of submitting response to RfS and execution of Battery Energy Storage Purchase Agreement (in case of award), against RfS No. _____dated_____issued by Telangana Power Generation Corporation Limited (TGGENCO) a Company incorporated under the Companies Act, 2013, and its Registered Office at Telangana Power Generation Corporation Limited, Vidyut Soudha, Khairatabad, Hyderabad, Telangana 500082.

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

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

_____

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

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

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

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

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

2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.

3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.

4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.

5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:

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

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

6. The Lead Member, on behalf of the Consortium, shall inter alia undertake full responsibility for liaising with Lenders or through internal accruals and mobilizing debt resources for the Project, and ensuring that the Seller achieves Financial Closure in terms of the BESPA.

7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof.

8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any

way be a limitation of responsibility of the Lead Member under these presents.

9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.

10. This Agreement shall be construed and interpreted in accordance with the Laws of India and courts at New Delhi alone shall have the exclusive jurisdiction in all matters relating thereto and arising there under.

11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favour of TGGENCO in terms of the RfS.

12. It is further expressly agreed that the Agreement shall be irrevocable and shall form an integral part of the Battery Energy Storage Purchase Agreement (BESPA) and shall remain valid until the expiration or early termination of the BESPA in terms thereof, unless expressly agreed to the contrary by TGGENCO.

13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to RfS.

14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the BESPA except with prior written consent of TGGENCO.

15. This Agreement

    a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
    b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and
    c) may not be amended or modified except in writing signed by each of the Members and with prior written consent of TGGENCO.

16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RfS and BESPA.

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

For M/s……[Member 1]

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

Witnesses:

1) Signature----------	2) Signature ----------
Name:	Name:
Address:	Address:

For M/s……[Member 2]

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

Witnesses:

1) Signature ----------	2) Signature ----------
Name:	Name:
Address:	Address:

For M/s……[Member n]

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

Witnesses:

1) Signature ----------	(2) Signature ----------
Name:	Name:
Address:	Address:

Signature and stamp of Notary of the place of execution

Format 7.6

FORMAT FOR FINANCIAL REQUIREMENT

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

Ref. No._____ Date: _____

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

To
The Chief Engineer/HPC&HP,
Telangana Power Generation Corporation Limited
Vidyut Soudha, Khairatabad,
Hyderabad, Telangana 500082
Telephone:040-23499310/311/805
Email ID: ce.hpc@tggenco.com
Website- https://tggenco.com/

Sub: Response to RfS No._____ dated_____ for_____

Dear Sir/ Madam,

(A) For meeting Qualification Requirement as per Clause 38.1 - NET WORTH

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

Sl.No	Description	Select anyone(whichever is applicable)
1	Audited Annual Accounts of FY 2024-25	Applicable/Not applicable
2	Net worth as on day-----(dd/mm/yyy)(not more than seven(07) days prior to the due date.	Applicable/Not applicable

This Net Worth has been calculated in accordance with the instructions provided as per clause no.38.1 of RfS.

Exhibit (i): Applicable in case of Bidding Company

For the above calculations, we have considered the Net Worth/AUM by Bidding Company and/ or its Affiliate(s) as per following details:

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

		Total		

In cases where the Bidding Company is giving its own net worth only, the bidder has to fill its own company name in column (2), "Self" in column (3) and Net worth in column (5).
**The column for "Relationship with Bidding Company" is to be filled only in case the financial* capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by the company secretary/ statutory auditor is required to be attached with the format.

Exhibit (ii): Applicable in case of Bidding Consortium
(To be filled by each Member in a Bidding Consortium separately)

Name of Member: [*Insert name of the Member*]

Net Worth/AUM Requirement to be met by Member in Proportion to the Equity Commitment: INR ---------- Crore (Equity Commitment (%) * Rs. [ ] Crore)

For the above calculations, we have considered Net Worth/AUM by Member in Bidding Consortium and/ or its Affiliate(s) per following details:

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

Total						

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

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

(Signature & Name of the person Authorized by the Board) **(Signature and Stamp of S***tatutory Auditor* **)**

(B) For meeting Qualification Requirement as per Clause 38.2 – ANNUAL TURNOVER

We certify that the *Bidding Company/ *Member in the Bidding Consortium _____ [Name of Bidding Company or Bidding Consortium] has an Annual Turnover of Rs. (Rupees) during previous Financial Year 2024-25.

Exhibit (i): Applicable in case of Bidding Company @ For the above calculations, we have considered the Annual Turnover by the Bidding Company and/ or its Parent / Affiliates as per following details:

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

		Total	

@ In cases where the Bidding Company is giving its own Turnover, the bidder has to fill its own company name in column (2), "Self" in column (3) and Annual Turnover in column (4).
*The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification

Requirements. Further, documentary evidence to establish the relationship, duly certified by the company secretary/ statutory auditor is required to be attached with the format.

Exhibit (ii): Applicable in case of Bidding Consortium

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

Name of Member: [Insert name of the Member]

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

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

Name of Consortium Member Company	**Name of Company / Parent/ Affiliate/ Consortium Member whose Turnover is to be considered**	**Relationship with Bidding Company* (If any)**	**Annual Turnover(in Rs.Crore) of the consortium member company during previous year**	**Equity Commitment (in %age) in Bidding Consortium**	**Committed Annual Turnover (in Rs. Crore)**
1	**2**	**3**	**4**	**5**	**6**
Company 1					

Total					

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

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

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

(Signature and Stamp of Statutory Auditor)

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

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

Sl.No	Document Description	Enclosed as Appendix

Signature & Name of the person Authorized Stamp (Signature and Statutory Auditor)

of By the board)

Date:

Note:

1. Bidders are advised in their own interest to furnish the detailed computation sheet by statutory auditor for determination of Net Worth/Turnover along with supporting documents referred therein as per the requirements of RfS without which no claim for Net worth shall be considered.

2. For the Qualification Requirements, if data is provided by the Bidder Company in foreign currency, equivalent rupees of Net Worth will be calculated.

Format 7.7

UNDERTAKING

(To be submitted on the letterhead of the Bidder)

We, hereby provide this undertaking to Telangana Power Generation Corporation Limited (TGGENCO) , in respect to our response to RfS vide RfS No ._____dated_____, that M/s _____(insert name of the Bidder), or any of its Affiliates is not a willful defaulter to any lender.

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

(Name and Signature of the Authorized Signatory)

Format 7.8

FORMAT FOR DISCLOSURE

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

DISCLOSURE

Ref.No. _____ Date: _____

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

_____

_____

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

To,
The Chief Enginee/HPC&HP,
Telangana Power Generation Corporation Limited
Vidyut Soudha,Khairatabad
Hyderabad, Telangana 500082
Telephone: 040-23499311/310,805
Email: ce.hpc@tggenco.com
Website- https://tggenco.com/

Sub: Response to RfS No. _____dated_____ for_____.

Dear Sir/ Madam,

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

We further declare that the above statement is true & correct. We undertake that if at any stage it is found to be incorrect, in addition to actions applicable under the RfS/BESPA including but not limited to cancellation of our response to this RfS and LOA/BESPA as applicable, we, i.e. M/s_____(enter name of the bidding company/member in a

consortium), including our Parent, Ultimate Parent, and our Affiliates shall be suspended/debarred from participating in any of the upcoming tenders issued by TGGENCO for a period of 2 years from the date of default as notified by TGGENCO.

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

We further declare that we have read the provisions of **Clause 36.4** of the RfS and are complying with the requirements as per the referred OM dated 23.07.2020 except Sl. 11 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, TGGENCO shall take appropriate action as deemed necessary.

Dated the_____day of_____, 20….

Thanking you,

We remain,

Yours faithfully,

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

Format 7.8A

FORMAT FOR DISCLOSURE

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

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

DISCLOSURE

Ref.No._____ Date:_____

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

Tel. #:

Fax#:

E-mail address#

To,

The Chief Enginee/HPC&HP,

Telangana Power Generation Corporation Limited
Vidyut Soudha,Khairatabad
Hyderabad, Telangana 500082
Telephone: 040-23499311/310,805
Email: ce.hpc@tggenco.com
Website- https://tggenco.com/

Sub: Response to RfS No. _____dated_____ for_____.

Dear Sir/ Madam,

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

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

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

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

We further declare that we have read the provisions of **Clause 36.4** of the RfS and are complying with the requirements as per the referred OM dated 23.07.2020 except Sl. 11 of the OM, including subsequent amendments and clarifications thereto. Accordingly, we are also enclosing necessary certificates (Annexure to this format) in support of the above compliance under the RfS. We understand that in case of us being selected under this RfS, any of the above certificates is found false, TGGENCO shall take appropriate action as deemed necessary.

Dated the_____day of_____, 20___.

Thanking you,

We remain, Yours faithfully,

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

Annexure to Format 7.8/7.8A

DECLARATION

RESTRICTION ON PROCUREMENT FROM CERTAIN COUNTRIES: MoF OM F .7/10/2021-PPD(1) dated 23.02.2023

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

Ref. No._____ Date: _____

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

Tel.#:

Fax#:

E-mail address#

To

The Chief Enginee/HPC&HP,
Telangana Power Generation Corporation Limited
Vidyut Soudha,Khairatabad
Hyderabad, Telangana 500082
Telephone: 040-23499311/310,805
Email: ce.hpc@tggenco.com
Website- https://tggenco.com/

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

Dear Sir/ Madam,

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

We are hereby submitting the following declaration in this regard:

"l have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. Where applicable, evidence of valid registration by the Competent Authority shall be attached]."

I have read the clause regarding restrictions on procurement from a Bidder/vendor having Transfer of Technology (TOT) arrangement. I certify that this bidder/vendor does not have any TOT arrangement requiring registration with the competent authority.

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

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

Dated the_____day of_____, 20….

Thanking you,

We remain,
Yours faithfully,

Encl: OM dated 23.02.2023, as referred above

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

Format 7.9

FORMAT FOR TECHNICAL CRITERIA

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

Ref. No._____ Date: _____

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

Tel.#:

Fax#:

E-mail address#

To

The Chief Enginee/HPC&HP,

Telangana Power Generation Corporation Limited
Vidyut Soudha,Khairatabad
Hyderabad, Telangana 500082
Telephone: 040-23499311/310,805
Email: ce.hpc@tggenco.com
Website- https://tggenco.com/

Sub: Response to RfS No. _____dated_____for_____.

Dear Sir/ Madam,

We hereby undertake to certify in line with **Clause 22** under the title "Financial Closure" that the following details shall be furnished within **6(six) months** from Effective Date of the BESPA.

1.0 Evidence of achieving complete-tie-up of the Project Cost through internal accruals or through a Financing Agency.

2.0 DPR of the Project, detailing out project configuration and proposed commissioning schedule of the Project.

3.0 Bank Guarantee for an amount equal to that of the total VGF amount sanctioned for the project

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

Dated the_____day of_____, 20….

Thanking you,

We remain,
Yours faithfully,

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

Format 7.10

DECLARATION BY THE BIDDER FOR THE PROPOSED TECHNOLOGY TIE-UP

(To be Submitted Separately for each Project)

1	**Name of Bidding Company/ Lead Member of Bidding Consortium**	
2	**Location(s) of BESS Project(s)**	
3	**Contracted Capacity proposed**	……MW/……MWh
4	**Technology Proposed to be adopted for the Project**	(Brief about the technology proposed)

Dated the_____day of_____, 20….

Thanking you,

We remain,

Yours faithfully,

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

Format 7.11

(not used)

Format 7.12

FORMAT FOR SUBMISSION OF FINANCIAL BID

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

Ref. No._____ Date: _____

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

Tel.#:

Fax#:

E-mail address#

To

The Chief Enginee/HPC&HP,

Telangana Power Generation Corporation Limited
Vidyut Soudha,Khairatabad
Hyderabad, Telangana 500082

Telephone: 040-23499311/310,805

Email: ce.hpc@tggenco.com

Website- https://tggenco.com/

Sub: Response to RfS No. _____dated_____for_____.

Dear Sir/ Madam,

I/ We,_____(*Insert Name of the Bidder*) enclose herewith the Financial Proposal for selection of my/ firm for___number of Project(s) for a cumulative capacity of _____MW / _____MWh at TGTRANSCO Substations in Telangana as mentioned below:

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

SlNo	Project	Name of the Substation/ Project	Proposed BESS Capacity (MW/MWH)	Quoted tariff (INR/MW/Month)
1	Project1	400/220KV SS Maheswaram	187.5MW/750MWH (187.5MWX4Hrs)	
2	Project 2	400/220KV SS Choutuppal	187.5MW/750MWH (187.5MWX4Hrs)	

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

I/We agree that this offer shall remain valid for a period of 180 (One Hundred and Eighty)

days from the due date of submission of the response to RfS such further period as may be mutually agreed upon.

Dated the_____day of_____, 20….

Thanking you,

We remain,

Yours faithfully,

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

Notes:

1. *There can be only one tariff for each project applied for. If the bidder quotes two tariffs or combination thereof for the projects, then the bid shall be considered as non-responsive.*

2. *If the bidder submits the financial bid not in the with the instructions mentioned therein, then the bid shall be considered as non- responsive.*

3. *Tariff requirement shall be quoted as a fixed amount in Indian Rupees only for the quoted capacity in Rs./ MW/ Month. Conditional proposal shall be summarily rejected.*

4. *In the event of any discrepancy between the values entered in figures and in words, the values entered in works shall be considered .*

5. *Tariff should be in Indian Rupee in whole numbers only (no decimal places allowed).*

Format 7.13

PRELIMINARY ESTIMATE OF COST OF THE PROJECT

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

Project Capacity ..... MW/….MWh
Location: …….

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

Dated the_____day of_____, 20….

Thanking you,

We remain,

Yours faithfully,

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

Format 7.13(A)

PRELIMINARY Site Visit Certificate/Undertaking

I,_____,representing company/organization _____, hereby certify that I have visited all the respective project location(s) at the substation(s) [Insert Substation(s) names] on the respective date(s) [Insert corresponding dates for each site visit] to assess condition of the site(s)/location(s), scope of work, and other relevant details. I acknowledge that I have examined the site(s)/ location(s) and understood the requirements of the project(s). I also acknowledge that the site/location visit(s) were conducted at my own cost and risk.

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

Annexure - A

TECHNICAL AND REGULATORY REQUIREMENTS TO BE FOLLOWED FOR BATTERY ENERGY STORAGE SYSTEMS

1. Codes and Standards

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

Standard/ Code (or equivalent Indian Standards)	Description	Certification Requirements
IEC 62485-2	Safety requirements for secondary batteries and battery installations - to meet requirements on safety aspects associated with the erection, use, inspection, maintenance and disposal: Applicable for Lead Acid and NiCd / NiMH batteries	Applicable only for Lead Acid and NiCd/NiMH batteries
UL 1642 or UL 1973, Appendix E (cell) or IEC 62619 (cell) + IEC 63056 (cell)	Secondary cells and batteries containing alkaline or other non-acid electrolytes - Safety requirements for secondary lithium cells and batteries, for use in industrial applications	Required for Cell
UL 1973 (battery) or (IEC 62619 (battery) + IEC 63056 (battery))	Batteries for Use in Stationary, Vehicle Auxiliary Power and Light Electric Rail (LER) Applications / Secondary cells and batteries containing alkaline or other non-acid electrolytes - Safety requirements for secondary lithium cells and batteries, for use in industrial applications	Either UL 1642 or UL1973 or (IEC 62619 + IEC 63056) for the Battery level
IEC 62281 / UN 38.3	Safety of primary and secondary lithium cells and batteries during transport: Applicable for storage systems using Lithium Ion chemistries	Required for both Battery and Cell.
IEC 61850/ DNP3	Communications networks and management systems. (BESS control system communication)	
UL 9540 or (IEC TS 62933-5-1 + IEC 62933-5-2)	Electrical energy storage (EES) systems - Part 5-1: Safety considerations for grid-integrated EES systems – General specification / Standard for Energy Storage Systems and Equipment	Either UL9540 or (IEC 62933-5-1 + IEC 62933-5-2) is required for BESS system level

Standard/ Code (or equivalent Indian Standards)	Description	Certification Requirements
IEC 62933-2-1	Electrical energy storage (EES) systems - Part 2-1: Unit Parameters and testing methods – Specification	Tests for Class B applications: 1. Duty Cycle Round Trip Efficiency Test 2. Equipment and Basic Function Test 3. Available energy Test 4. Insulation test

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

2. System Testing and Commissioning

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

3. Identification and Traceability

Cells/Racks/Packs Assembly shall meet seismic requirement for the plant location of the BESS. Labelling of cells/batteries shall include manufacturer's name, cell type, name-plate rating, date of manufacture and date of expiry of parts and labour warranty.

4. Other Sub-systems/Components

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

5. Fire Protection

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

6. Authorized Test Centres

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

7. Warranty

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

8. Performance Monitoring

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

a) The BESSD must install necessary equipment to continuously measure BESS operating parameters (including but not limited to voltage, current, ambient conditions etc.) as well as energy input into and energy output from the BESS along with Metering arrangement in accordance with extant regulations. They will be required to submit this data to TGGENCO and SLDC online and/or through a report on regular basis every month for the entire duration of contract.

b) The BESSD shall provide access to TGGENCO/MNRE or their authorized representatives for installing any additional monitoring equipment to facilitate on-line transfer of data.

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

d) The plant SCADA should be OPC version 2.0a (or a later version including OPC UA) compliant and implement appropriate OPC-DA server as per the specification of OPC Foundation. All data should be accessible through this OPC server for providing real time online data (BESS parameters) to TGGENCO / MNRE. This time series data shall be available from the Project SCADA system to facilitate monitoring and should include among others as stated before, below parameters to facilitate daily, monthly and annual Report for performance monitoring.

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

9. <u>Other necessary criteria</u>

a) BESS shall be capacity of operating in the frequency range of 47.5 Hz to 52 Hz and be able to deliver rated output in the frequency range of 49.5 Hz to 50.5 Hz.

b) BESS shall be capacity of operating when voltage at the interconnection point on any or all phases dips/rises to the high or low levels. The levels applicable for wind/solar inverter-based generation may be referred as available in Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations.

c) The safe and reliable operation of power system is ensured by frequency control as well as voltage control. BESS to be implemented shall have provisions for Primary frequency control with a droop which can be set as per system requirement between 1- 3 percent. The BESS performs regulations in one or several pre-defined ways (e.g. regulating its own output power according to the orders given by SCADA system) to achieve an active power balance between generation and demand to maintain the power system frequency within a reasonable range.

d) BESS shall operate to maintain voltages as per specified voltage ranges in Grid standards. BESS shall have feature to detect the voltage of interconnection point, and regulate voltage independently. The response time of the BESS shall not exceed the value specified in relevant standards or grid codes.

e) BESS shall operate in a manner to promote the power system reliability and improve the power quality. When power quality problems, such as voltage dip, flicker, unsatisfactory power factor, etc., occur in power system, the BESS could eliminate these problems by flexible active and reactive power output in this function.

f) The BESS shall provide reliable protection and not be limited to as an overvoltage/under-voltage protection, over current protection, low-temperature/over-temperature protection of battery, DC insulation monitoring, etc.

g) BESS is required to have the following basic functions:

   i) Monitoring: Monitor operational parameters, equipment status and communication status, alarm and faults of main equipment and BESS system, etc.

   ii) Information exchange: Receive and process information with SLDC

/RLDC/NLDC including operation parameters, switching information, various alarms and alerts, protective action signals, control information, etc.

iii) Control: Including control mode and parameter setting with SLDC/RLDC/NLDC.

h)The Automatic Generation Control (AGC) is an important feature and BESS shall have capability to operate in AGC. The details regarding AGC signals required by not limited to, are given (the conventional power plant signal link) at the link,https://posoco.in/download/detailed-signal-list-for-connecting-generators-under- agc/?wpdml=29546. BESS shall be able to operate in AGC and be able to comply with the requirements desired by system operators. Some of the BESS signal list for implementation of AGC can be like below (list is indicative only):

i) Maximum MW permissible (dynamic or user entry)
ii) Minimum MW permissible (dynamic or user entry)
iii)Ramp rate up permissible (dynamic or user entry)
iv) Ramp rate down permissible (dynamic or user entry)
v) Actual MW
vi) Actual MVAR
vii) Auxiliary Consumption MW
viii) Scheduled MW (dynamic or user entry)
ix) BESS Temperature (for monitoring and correlation)
x) Ambient Temperature (for monitoring and correlation)
xi) Cycle limits (0-100%) per day (user entry)
xii) Circuit breaker status
xiii) Local/Remote status
xiv) AGC Set Point MW from NLDC to BESS
xv) Voltage (kV) at grid level
xvi) Voltage (V) at BESS LV side

10. The static information like detailed write-up on present operation methodology of BESS, forbidden zones, number of cycle limits, Auxiliary consumption details, capability curve, simulation models (RMS/PSCAD) along with description or any specific information about BESS shall also be furnished as and when required by SLDC/RLDC/NLDC.

11. In addition to the above, the Project Capacity shall also respond to secondary and Tertiary control signals from the Nodal Agency for providing SRAS-UP, TRAS-UP and SRAS-Down, TRAS-UP services as defined under the Central Electricity Regulatory Commission (Ancillary Services) Regulations, 2021. The performance monitoring and incentives, if any for the SRAS/TRAS shall be in accordance with the extant Regulations for Ancillary Services.

12. BESS will ensure the compliance of requirements mentioned in procedure of First Time Charging (FTC) as applicable for other power system elements. The consolidated FTC procedure including the requirements for BESS is available in public domain at https://posoco.in/wp-content/uploads/2021/04/Procedure_for_Integration_of_Power_System_Elements.pdf."

13. Safe Disposal of unit Batteries from the BESS

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

14. Battery Management System:

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

12. Energy Management System:

The project shall comply with an Energy Management System (EMS), a technology platform that optimises the use and operation of energy-related assets and processes. In line with the "Amendment in Operational Guidelines for viability Gap Funding Scheme for development of Battery Energy Storage System supported through Power System Development Fund (PSDF)" notified by the Ministry of Power on 4th August 2025, the application software of the Energy Management System (EMS) of the BESS shall be developed indigenously within India.

Annexure-B

CHECK LIST FOR FINANCIAL CLOSURE

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

(RfS No:_____ dated_____)

Last Date for submission of documents related to Financial Closure – (9 months from Effective Date of BESPA)

Project Company Name :_____

Project ID :_____

LOA No. -_____. Dtd. -_____

Effective Date of BESPA - _____

Scheduled Commissioning Date: - _____

1.0 Financial Closure - (Clause 22 of the RfS, including subsequent amendments &clarifications)

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

Note:-

(i) Copy of Final Detailed Project Report (DPR) is to be enclosed as **Annexure – II A.**

(ii) Undertaking by the Project Company that all Consents, clearances and permits required for supply of Power to TGDISCOMs as per the terms of BESPA have been obtained is to be enclosed as **Annexure – II B**

2.0 Copy of Agreement/ MOU entered into / Purchase Order with acceptance, for the supply of Plants and Equipment (to be enclosed as **Annexure-III**)

3.0 Technical Parameters of the Project (Clause 37 of the RfS)

3.0.1 Certificate from Project Company that Technical specifications and directives given in Annexure-A of the RfS will be adhered to (to be enclosed as **Annexure-IV A**)

3.0.2 Proposed Project configuration as part of DPR of the Project (to be enclosed as **Annexure- IV B**)

4.0 Ownership of the BESSD: Latest Shareholding Pattern of the Project Company (including Compulsorily Convertible Debentures (CCDs), Compulsorily Convertible Preferential Shares (CCPS) of the Project Company certified by Chartered Accountant (to be enclosed as **Annexure V A**)

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

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

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

Annexure - C

SPECIAL INSTRUCTIONS TO BIDDERS FOR e- TENDERING AND REVERSE AUCTION

GENERAL

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

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

Benefits to Suppliers are outlined on the Home-page of the portal.

INSTRUCTIONS

Tender Bidding Methodology:

Sealed Bid System

Single Stage Two Envelope

Auction

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

Broad Outline of Activities from Bidder's Perspective:

1. Procure a Class III Digital Signing Certificate (DSC).
2. Register on Electronic Tender System® (ETS)
3. Create Marketing Authorities (MAs), Users and assign roles on ETS. It is mandatory to create at least one MA
4. View Notice Inviting Tender (NIT) on ETS
5. For this tender -- Assign Tender Search Code (TSC) to a MA
6. Download Official Copy of Tender Documents from ETS.

Note: Official copy of Tender Documents is distinct from downloading 'Free Copy of Tender Documents'. To participate in a tender, it is mandatory to procure official copy of Tender Documents for that tender.

7. Clarification to Tender Documents on ETS
   - Query to TGGENCO (Optional)
   - View response to queries posted by TGGENCO
8. Bid-Submission on ETS
9. Attend Public Online Tender Opening Event (TOE) on ETS
   - Opening of relevant Bid-Part
10. Post-TOE Clarification on ETS (Optional)
    - Respond to TGGENCO Post-TOE queries
11. Participate in e-Reverse Auction if invited

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

Digital Certificates

For integrity of data and authenticity/ non-repudiation of electronic records, and to be compliant with IT Act 2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC), of Class III, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer ***http://www.cca.gov.in***].

Registration

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

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

Important Note:

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

registration on ETS. The instructions relating to 'Essential Computer Security Settings for Use of ETS' and 'Important Functionality Checks' should be especially taken into cognizance.

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

ISN—ETS **Helpdesk**	
Telephone/ Mobile	*Customer Support: +91-124-4229071, 4229072*
	(From 1000 HRS to 1800 HRS on all Working Days i.e. Monday to Friday except Government Holidays)
Email-ID	*support@isn-ets.com(please mark CC:support@electronictender.com/*

Some Bidding Related Information for this Tender (Sealed Bid)

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

- Online payment of Applicable ETS bidding Fee(if applicable)

  Note:Failure to pay this amount will result in rejection of the bid.

- Submission of Bid-Parts
  - Envelope I (Techno-commercial-Bid)
  - Envelope II (Financial-Bid)
- Submission of information pertaining Bid Security/Earnest Money Deposit(EMD)
- *Submission of digitally signed copy of Tender Documents(RfS,PPAs)/ Addendum*

Offline Submissions:

The bidder is requested to submit the following documents offline to the under mentioned address before the start of Public Online Tender Opening Event in a Sealed Envelope, failing which the technical bids will not be opened.

The envelope shall bear (the project name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

1. Original copy of the Bid Security in the form of a Bank Guarantee.

2. DD/ Bankers cheque of Rs …… drawn in favour of , TGGENCO, gainst payment of Bid Processing Fee

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

Internet Connectivity

If bidders are unable to access ISN-ETS portal or Bid Documents, the bidders may please check whether they are using proxy to connect to internet or their PC is behind any firewall and may contact their system administrator to enable connectivity. Please note that Port SSL/ 443 should be enabled on proxy/firewall for HTTPS connectivity. Dial-up/ Broad and internet connectivity without Proxy settings is another option

SPECIAL NOTE ON SECURITY AND TRANSPARENCY OF BIDS

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

As part of the Electronic Encrypted® functionality, the contents of both the 'Electronic Forms®' and the 'Main-Bid' are securely encrypted using a Pass-Phrase created by the Bidder himself. Unlike a 'password', a Pass-Phrase can be a multi-word sentence with spaces between words (e.g. I love this World). A Pass-Phrase is easier to remember, and more difficult to break. It is mandatory that a separate Pass-Phrase be created for each Bid-Part. This method of bid- encryption does not have the security and data-integrity related vulnerabilities which are inherent in e-tendering systems which use Public-Key of the specified officer of a Buyer organization for bid-encryption. Bid-encryption in ETS is such that the Bids cannot be decrypted before the Public Online Tender Opening Event (TOE), even if there is connivance between the concerned tender-opening officers of the Buyer organization and the personnel of e-tendering service provider.

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

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

Additionally, the bidder shall make sure that the Pass-Phrase to decrypt the relevant Bid-Part is submitted to TGGENCO in a sealed envelope before the start date and time of the Tender Opening Event (TOE).

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

OTHER INSTRUCTIONS

For further instructions, the vendor should visit the home-page of the portal

https://www.bharat-electronictender.com, and go to the **User-Guidance Center**

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

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

SEVEN CRITICAL DOs AND DON'Ts FOR BIDDERS

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

1. Obtain individual Digital Signing Certificate (DSC or DC) of Class III well in advance of your tender submission deadline on ETS.
2. Register your organization on ETS well in advance of the important deadlines for your first tender on ETS viz 'Date and Time of Closure of Procurement of Tender Documents' and 'Last Date and Time of Receipt of Bids'. Please note that even after acceptance of your registration by the Service Provider, to respond to a tender you will also require time

   to complete activities related to your organization, such as creation of -- Marketing Authority (MA) [ie a department within the Supplier/ Bidder Organization responsible for responding to tenders], users for one or more such MAs, assigning roles to them, etc. It is mandatory to create at least one MA. This unique feature of creating an MA enhances security and accountability within the Supplier/ Bidder Organization
3. Get your organization's concerned executives trained on ETS well in advance of your first tender submission deadline on ETS.
4. For responding to any particular tender, the tender (ie its Tender Search Code or TSC) has to be assigned to an MA. Further, an 'Official Copy of Tender Documents' should be procured/ downloaded before the expiry of Date and Time of Closure of Procurement of Tender Documents. Note: Official copy of Tender Documents is distinct from

downloading ‘Free Copy of Tender Documents’. Official copy of Tender Documents is the equivalent of procuring physical copy of Tender Documents with official receipt in the paper-based manual tendering system.

5. Submit your bids well in advance of tender submission deadline on ETS (There could be last minute problems due to internet timeout, breakdown, etc.)

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

6. It is the responsibility of each bidder to remember and securely store the Pass-Phrase for each Bid-Part submitted by that bidder. In the event, the bids are not opened with the pass- phrase submitted by bidder, TGGENCO may ask for re-submission/ clarification for correct pass- phrase. In the event of a bidder forgetting the Pass-Phrase before the expiry of deadline for Bid-Submission, facility is provided to the bidder to ‘Annul Previous Submission’ from the Bid-Submission Overview page and start afresh with new Pass- Phrase(s). If bidder fails to submit correct pass-phrase immediately as requested by TGGENCO, the Tender Processing Fee and Tender Document Fee, if applicable, shall be forfeited and bid shall not be opened, and EMD shall be refunded. No request on this account shall be entertained byTGGENCO.

7. ETS will make your bid available for opening during the Online Public Tender Opening Event (TOE) ‘ONLY IF’ the status pertaining Overall Bid-Submission is ‘COMPLETE’. For the purpose of record, the bidder can generate and save a copy of ‘Final Submission Receipt’. This receipt can be generated from 'Bid-Submission Overview Page' only if the status pertaining overall Bid-Submission’ is ‘COMPLETE’

NOTE:

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

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

1. Get your organization's concerned executives trained for e-Reverse Auction related processes on ETS well in advance of the start of e-Reverse Auction.
2. For responding to any particular e-Reverse Auction, the e-Reverse Auction (i.e. its Reverse Auction Search Code or RASC) has to be assigned to an MA.
3. It is important for each bidder to thoroughly read the ‘rules and related criterion’ for the

e-Reverse Auction as defined by the Buyer organization.

4. It is important to digitally-sign your 'Final bid' after the end of e-Reverse Auction bidding event.

5. During an e-auction, it is recommended that a bidder submits a bid well before the scheduled time of 'Date and Time of Closure of Reverse-Auction'. Submission of a bid near the closing time of an auction may result in failure due to any of the various factors at that instant, such as – slow internet speed at the bidder's end, slow running of computer at bidder's end, nervousness of the bidder in the last few seconds, etc. This could lead to delay in submission of data from the bidder's computer to the server. Even if the delay is of a fraction of second after the scheduled closing time, it will result in failure of bid submission. Further, please note that a bid can be submitted even if the bidding-page has not been refreshed manually, or otherwise depending on the conditions of the e-auction.

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

6. Pre-requisite for participation in bidding process

- Bidder must possess a PC/ Laptop with Windows 7 professional operating system and Internet Explorer 8 or 9 for hassle free bidding. Bidder is essentially required to effect the security settings as defined in the portal.

- The Bidder must have a high-speed internet connectivity (preferably Broadband) with internet explorer to access Telangana's e-Tender Portal for downloading the Tender document and uploading/ submitting the Bids.

- A valid e-mail ID of the Organization/ Firm Vendors Training Program

TERMS & CONDITIONS OF REVERSE AUCTION

After opening of Financial bids and short-listing of bidders based on the tariff and total capacity of project of qualified Project(s), TGGENCO shall resort to "REVERSE AUCTION PROCEDURE". Reverse Auction shall be conducted as per methodology specified in **Section- V** and other provisions of Reverse Auction in RfS Documents and their subsequent Addenda/ Amendments/ Clarifications. Bidders in their own interest, are advised to go through the documents in entirety. The Terms & Conditions and Business Rules mentioned hereunder are in brief and may not give completer explanations. Further these are supplementary in nature.

1. Bidders shall ensure online submission of their 'Bid Price' within the auction period.
2. Not Used.
3. Business rules for Reverse Auction like event date, time, bid decrement, extension etc. shall be as per the business rules, enumerated in the RfS document or intimated later on, for compliance.
4. Reverse auction will be conducted on scheduled date & time, as mentioned in the RfS document.
5. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which is enclosed separately in the RfS document.
6. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant TGGENCO guidelines, shall be initiated by TGGENCO.
7. The Bidder shall not divulge either his Bids or any other exclusive details of TGGENCO to any other party.
8. Period of validity of Prices received through Reverse Auction shall be same as that of the period of validity of bids offered.
9. Bidders should also note that:

a) Although extension time is '8' minutes, there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on to the server for the visibility to the Owner. Considering the processing time for data exchange and the possible network congestion, bidders must avoid the last minute hosting of the Financial Bid during reverse auction.

b) Participating bidder will agree to non-disclosure of trade information regarding the purchase, identity of TGGENCO, bid process, bid technology, bid documentation and bid details.

c) It is brought to the attention of the bidders that the bid event will lead to the final price of bidders only.

d) Technical and other non-commercial queries (not impacting price) can only be routed to the TGGENCO contact personnel indicated in the RfS document.

e) Order finalization and post order activities such issue of LOA, signing of BESPA etc. would be transacted directly between successful bidder(s) and TGGENCO.

f) LOA shall be placed outside the ETS e-portal & further processing of the LOA shall also be outside the system.

g) In case of any problem faced by the bidder during Reverse Auction and for all Bidding process related queries, bidders are advised to contact the persons indicated in Annexure - C of the RfS document.

h) Bidders are advised to visit the auction page and login into the system well in advance to identify/ rectify the problems to avoid last minute hitches.

i) TGGENCO will not be responsible for any PC configuration/ Java related issues, software/ hardware related issues, telephone line glitches and breakdown/ slow speed in internet connection of PC at Bidder's end.

j) Bidders may note that it may not be possible to extend any help, during Reverse Auction, over phone or in person in relation to rectification of PC/ Internet/ Java related issues and Bidder may lose the chance of participation in the auction.

10. For access to the Reverse Auction site, the following URL is to be used: *https://www.bharat-electronictender.com*

11. No queries shall be entertained while Reverse Auction is in progress.

BUSINESS RULES OF REVERSE AUCTION

Reverse Auction shall be conducted as per methodology specified in **Section - V** and other provisions of Reverse Auction in RfS documents and their subsequent Amendments/ Clarifications/ Addenda. Bidders, in their own interest, are advised to go through the documents in entirety.

There will be two separate e-Reverse auction for each project. Bidders will be invited for participating in e-Reverse auction for their quoted projects (It may be for 1 Project or may be for 2 Projects)

The following would be parameters for e-Reverse Auction:

Sl. No.	Parameter	Value
1.	Date and Time of Reverse-Auction Bidding Event	To be intimated Later to Eligible Bidders
2.	Duration of Reverse-Auction Bidding Event	30 minutes for each e-RA
3.	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	10 Minutes
3.2	Automatic extension Time-Duration	10 Minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension

4.	**Entity-Start-Price**	**Rank-1 Tariff in Financial Bid (Second Envelope)**
5	**Individual Start Price**	**Tariff quoted by the bidder (in Second envelope)**
6	**Criterion of Bid Acceptance**	**'Beat on Starting Price', as well as, 'Beat on Rank-1 Bid Value'**

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

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

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

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

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

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

Annexure - D

ILLUSTRATIONS

(Please refer Clause 8 of the RfS)

Illustration

a. System Availability

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

Date	block	Drawl (from Grid) MW (Charging) (X)	Injection (into Grid) MW (Discharging) (Y)	Scheduled Mus (Z)	Time-block Availability, (TA) = (Xi/Zi) + (Yi/Zi)
01-May-22	1	250	0	250	1
01-May-22	2	250	0	250	1
01-May-22	3	240	0	250	0.96
01-May-22	4	240	0	250	0.96
01-May-22	5	235	0	250	0.94
01-May-22	6	235	0	250	0.94
01-May-22	7	240	0	250	0.96
01-May-22	8	240	0	250	0.96
01-May-22	9	0	0	12.5	0
01-May-22	10	12.5	0	0	NA
01-May-22	11	0	0	0	NA
01-May-22	12	0	0	0	NA
01-May-22	13	0	0	0	NA
01-May-22	14	0	0	0	NA
01-May-22	15	0	0	0	NA
01-May-22	16	0	0	0	NA
01-May-22	17	0	0	0	NA
01-May-22	18	0	0	0	NA
01-May-22	19	0	0	0	NA
01-May-22	20	0	0	0	NA
01-May-22	21	0	0	0	NA
01-May-22	22	0	0	0	NA
01-May-22	23	0	0	0	NA
01-May-22	24	0	190	250	0.76
01-May-22	25	0	190	250	0.76

Date	block	Drawl (from Grid) MW (Charging) (X)	Injection (into Grid) MW (Discharging) (Y)	Scheduled Mus (Z)	Time-block Availability, (TA) = (Xi/Zi) + (Yi/Zi)
01-May-22	26	0	200	250	0.8
01-May-22	27	0	200	250	0.8
01-May-22	28	0	200	250	0.8
01-May-22	29	0	200	250	0.8
01-May-22	30	0	200	250	0.8
01-May-22	31	0	200	250	0.8
01-May-22	32	0	0	0	NA
01-May-22	33	0	0	0	NA
01-May-22	34	0	0	0	NA
01-May-22	35	0	0	0	NA
01-May-22	36	0	0	0	NA
01-May-22	37	0	0	0	NA
01-May-22	38	0	0	0	NA
01-May-22	39	0	0	0	NA
01-May-22	37	0	0	0	NA
01-May-22	38	0	0	0	NA
01-May-22	39	0	0	0	NA
01-May-22	40	0	0	0	NA
01-May-22	41	0	0	0	NA
01-May-22	42	0	0	0	NA
01-May-22	43	12.5	0	12.5	1
01-May-22	44	245	0	250	0.98
01-May-22	45	240	0	250	0.96
01-May-22	46	240	0	250	0.96
01-May-22	47	235	0	250	0.94
01-May-22	48	240	0	250	0.96
01-May-22	49	250	0	250	1
01-May-22	50	250	0	250	1
01-May-22	51	250	0	250	1
01-May-22	52	0	0	0	NA
01-May-22	53	0	0	0	NA
01-May-22	54	0	0	0	NA
01-May-22	55	0	0	0	NA
01-May-22	56	0	0	0	NA
01-May-22	57	0	0	0	NA
01-May-22	58	0	0	0	NA
01-May-22	59	0	0	0	NA
01-May-22	60	0	0	0	NA
01-May-22	61	0	0	0	NA
01-May-22	62	0	0	0	NA
01-May-22	63	0	0	0	NA
01-May-22	64	0	0	0	NA

Date	block	Drawl (from Grid) MW (Charging) (X)	Injection (into Grid) MW (Discharging) (Y)	Scheduled Mus (Z)	Time-block Availability, (TA) = (Xi/Zi) + (Yi/Zi)
01-May-22	65	0	0	0	NA
01-May-22	66	0	0	0	NA
01-May-22	67	0	0	0	NA
01-May-22	68	0	0	0	NA
01-May-22	69	0	0	0	NA
01-May-22	70	0	0	0	NA
01-May-22	71	0	0	0	NA
01-May-22	72	0	0	0	NA
01-May-22	73	0	0	0	NA
01-May-22	74	0	0	0	NA
01-May-22	75	0	0	0	NA
01-May-22	76	0	0	0	NA
01-May-22	77	250	0	250	1
01-May-22	78	0	0	0	NA
01-May-22	79	0	0	0	NA
01-May-22	80	0	0	0	NA
01-May-22	81	0	230	250	0.92
01-May-22	82	0	235	250	0.94
01-May-22	83	0	235	250	0.94
01-May-22	84	0	230	250	0.92
01-May-22	85	0	200	250	0.8
01-May-22	86	0	190	250	0.76
01-May-22	87	0	185	250	0.74
01-May-22	88	0	0	0	NA
01-May-22	89	0	0	0	NA
01-May-22	90	0	0	0	NA
01-May-22	91	0	0	0	NA
01-May-22	92	0	0	0	NA
01-May-22	93	0	0	0	NA
01-May-22	94	0	0	0	NA
01-May-22	95	0	0	0	NA
01-May-22	96	0	0	0	NA
Total		**3905**	**3295**	**8025**	29.7
		NO OF BLOCK IN COLUMN Z IS NOT ZERO	34		
		SYSTEM AVAILABILITY	0.87		

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

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

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

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

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

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

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

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

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

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

Assuming the following parameters:

a. Total Contract Capacity = 250 MW, **C**

b. Quoted monthly Capacity charges = 5 lakhs/MW/month, **D**

c. Annual system availability (as per procedure above) is calculated to be 0.87, **B**

d. n = 12

Liquidated Damages on account of shortage in annual system Availability, as calculated from formula provided in **Clause 8.2:**

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

b. System Efficiency

= (0.95-0.87) x 750 x 5 x 12 x 2

= 7200 lakhs

The present illustration is for calculating the Daily System Efficiency as demonstration only. The same methodology shall be used for calculation of monthly system efficiency as per **Clause 8.1.3**.

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

Assuming:

a. monthly System Efficiency = 0.84,

b. Total Monthly Drawl form Grid (Charging Power) = 41.1 MUs

Liquidated Damages is calculated @ APPC tariff for excess loss of energy considering expected System Efficiency to be 85%

Excess conversion losses = (0.85-0.84)* Total Drawl from the grid in the month (i.e. Charging Energy)

Liquidated Damages for the month= Rs. 0.01x 41.1 x APPC tariff for e.g. Rs. 2)

= Rs. 0.822 Millions

= Rs. 8.22 lakhs

Annexure - E

PROJECT LOCATION DETAILS

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

Sl.no	Project	Name of the Substation/ Project	Approx. Land parcel allocation in Sq.Meters	Proposed BESS Capacity (MW/MWH)	Latitude	Longitude
1	Project 1	Maheshwaram 400kV/220KV Substation	40,470 sq.mtrs	187.5MW/750MWH (187.5MWX4 Hrs)	17.057426	78.531471
2	Project 2	Choutuppal 400kV /220KV Substation	40,470 sq.mtrs	187.5MW/750MWH (187.5MWX4 Hrs)	17.211491	78.990497
Total Capacity				375 MW/1500 MWH		

NOTE:

1.SLDs,GA Drawings & Soil Investigation Reports can be downloaded in ISN-ETS portal along with RfS.