TELANGANA POWER GENERATION CORPORATION LIMITED
(Formerly Telangana State Power Generation Corporation Limited)
VIDYUT SOUDHA, KHAIRATABAD, HYDERABAD-500082
CIN:U35102TG2014SGC094070, Website:www.tggenco.com
Phone :040-23499847, E mail ID: ce.com@tggenco.com,

From
The Chief Engineer,
Coal & Commercial,
TGGENCO, Vidyut Soudha,
Khairatabad,
Hyderabad-500082.

To
The Commission Secretary,
TGERC,
#Vidyut Niyantran Bhavan,
GTS Colony, Kalyan Nagar,
Hyderabad-500045.

Lr. No: TGGENCO/ CE (Coal & Comml.)/ SE(C&C)/ D.No: 26 /26, Dt: 25.04.2026

Sir,

Sub: TGGENCO- Commercial- Submission of Petition for seeking approval for the Adoption of Tariff for 1500 MWh Battery Energy Storage Systems in Telangana - Reg.

****

Petition as per Section 63 of the Electricity Act, 2003 seeking approval for the Adoption of Tariff for 1500 MWh Battery Energy Storage Systems in Telangana for "on Demand" usage discovered under Tariff-based Global Competitive Bidding with Viability Gap Funding (VGF) supported through PSDF under Build Own Operate "BOO" at vacant lands of 2 Locations of TGTRANSCO with 15 years tenure along with associated Annexures and fee of Rs. 25,000/- (Rupees Twenty five thousand only) in the form of Banker's Cheque are herewith submitted.

Encl: 1. Volume-I (BESS Petition for 1500MWh) (06 sets)
2. Volume-II (Annexures A to U) (06 sets)
3. Bankers Cheque (Original)
(BC No.414859, DT: 24.04.2026 for Rs.25000/-)

TGERC HYDERABAD INWARD
25 APR 2026
No. Sign

Yours faithfully
25/4/26
Chief Engineer
(Coal & Commercial)
TGGENCO/VS/HYD

TELANGANA POWER GENERATION CORPORATION LIMITED

(A Govt. of Telangana Undertaking)

Petition as per Section 63 of the Electricity Act, 2003 seeking approval for the Adoption of Tariff for 1500 MWh Battery Energy Storage Systems in Telangana for "on Demand" usage discovered under Tariff-based Global Competitive Bidding with Viability Gap Funding (VGF) supported through PSDF under Build Own Operate "BOO" at vacant lands of 2 Locations of TGTRANSCO with 15 years tenure.

April, 2026

Volume - I of II

(Petition)

TELANGANA POWER GENERATION CORPORATION LIMITED
(A Govt. of Telangana Undertaking)

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Volume-I

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BEFORE THE HONOURABLE

TELANGANA ELECTRICITY REGULATORY COMMISSION

Vidyut Niyantran Bhavan, G.T.S. Colony, Kalyan Nagar, Hyderabad 500045.

Filing No. ___/2026

Case No. ___/2026

OP. NO 13 of 2026

IN THE MATTER OF:

Petition as per Section 63 of the Electricity Act, 2003 seeking approval for the Adoption of Tariff for 1500 MWh Battery Energy Storage Systems in Telangana for "on Demand" usage discovered under Tariff-based Global Competitive Bidding with Viability Gap Funding (VGF) supported through PSDF under Build Own Operate "BOO" at vacant lands of 2 Locations of TGTRANSCO with 15 years tenure.

AND IN THE MATTER OF:

Telangana Power Generation Corporation Limited,

Vidyut Soudha, Hyderabad – 500082. ... Applicant/Petitioner

AND

1. **Southern Power Distribution Company of Telangana Ltd. (TGSPDCL),**
   #6-1-50, Corporate office, Mint Compound, Hyderabad – 500063.

2. **Northern Power Distribution Company of Telangana Ltd. (TGNPDCL),**
   H.No.2-5-31/2, Corporate Office, Vidyut Bhavan, Nakkalagutta, Hanmakonda, Warangal – 506001.

3. **M/s Sarus Infrastructures Private Limited,**
   3rd Floor, Spaces and More Business Center II, Akshara Grand, Gachibowli, Hyderabad – 500032.

4. **M/s Coal India Limited,**
   Coal Bhawan, Premises No.04, Plot No.AF-III, Action Area 1A, New Town, Rajarhat, Kolkata – 700156.

... Respondents

IN THE MATTER OF:

Petition as per Section 63 of the Electricity Act, 2003 seeking approval for the Adoption of Tariff for 1500 MWh Battery Energy Storage Systems in Telangana for

"on Demand" usage discovered under Tariff-based Global Competitive Bidding with Viability Gap Funding (VGF) supported through PSDF under Build Own Operate "BOO" at vacant lands of 2 Locations of TGTRANSCO with 15 years tenure.

1. Telangana Power Generation Corporation Limited (hereinafter referred to as "TGGENCO" or as the "Applicant") was established as a company registered under the Companies Act 2013, on 19th May 2014 upon coming into force of the Andhra Pradesh Reorganization Act, 2014 with effect from 2nd June 2014.

2. The Government of India has undertaken measure to enhance grid stability by promoting the development of battery Energy Storage Systems ("BESS"). Further, the Ministry of Power, vide its notification dated 11.03.2022, issued the "Guidelines for Procurement and Utilisation of Battery Energy Storage Systems as part of Generation, Transmission and Distribution Assets, along with Ancillary Services". Copy of these Guidelines is annexed herewith as **Annexure-A**.

3. For implementation of BESS under the aforementioned Guidelines, the Ministry of Power (MoP), vide notification dated 09.06.2025 allotted 1500MWH to Telangana State BESS with VGF supported through Power Systems Development Fund (PSDF). As per the MoP order, Nodal Agency is NLDC for PSDF and "State Utilities or agencies authorized by State Governments or Central Government" shall be eligible for establishment of BESS projects (**Annexure-B**).

   The key provisions of the Operational Guidelines as per MoP order dt.09.06.2025 are as follows:

   a. Viability Gap Funding (VGF): VGF of Rs.18 Lakhs per MWH shall be provided and is aimed at supporting a BESS capacity of 30GWH. VGF is a non-recurring expenditure and shall be funded from Power System Development Fund(PSDF). The disbursement of funds shall be as per procedure applicable for PSDF. The VGF for each project shall be disbursed to the eligible entity/REIA, once CEA certifies the achievement of the disbursement schedule milestone and submission of the required BG.

b. VGF disbursement schedule:

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

The eligible entities shall be required to obtain a Bank Guarantee (BG) of value equal to the VGF to be disbursed, prior to its release to the developer, as specified in the RfS. This BG shall be liable for encashment to recover the VGF amount in the event of non-fulfilment of the scheme conditions specified in the bidding documents. The BG for the VGF sanctioned up to Commercial Operation Date (COD) may be released within one year of COD.

c. Bidding process: BESS projects shall be awarded using the Tariff Based Competitive Bidding (TBCB) process under Section 63 of the Electricity Act 2003.

d. Due Date: The BESPA shall be signed within 9 months from the date of issue of guidelines dt.09.06.2025, to be eligible for VGF. Further vide letter dated. 6th April, 2026, Ministry of Power conveyed that timeline for signing of BESPA for the BESS capacity allocated to Telangana, under VGF scheme supported through PSDF extended up to 30.04.2026.

e. Commissioning period: The projects to be commissioned within a period of 18 months from the date of signing of Battery Storage Purchase Agreement (BESPA).

f. Storage Duration: The BESS project should be preferably be with 2 hour discharge duration and average 1.5 cycles in a day i.e., within 24 hours period. However, the Eligible Entity may vary the duration, no. of cycles as required.

g. Contract Period: The contract period shall be specified in the RfS document in accordance with the BESS Tariff Based Competitive

Bidding(TBCB) Guidelines. The contract shall be awarded on Built-Own-Operate (BOO) / Built-Own-Operate-Transfer (BOOT) basis preferably for a contract period of 12 to 15 years.

h. Bidding Parameter: Rs. per MW/Month or Rs./KWH after factoring in the VGF.

i. Interconnection: The project may be connected at InSTS or ISTS. The land and InSTS grid connectivity shall be provided by the respective Eligible Entities.

In accordance with the Ministry of Power's (MoP) Operational Guidelines issued on dt.09.06.2025 under the Scheme for Viability Gap Funding (VGF) to promote the installation of BESS, TGGENCO shall assume the following Roles and Responsibilities:

i. Tender preparation and Management: TGGENCO shall take up the tasks of preparing and managing tender for the implementation of "1500MWH (375MWX4Hrs) Standalone Battery Energy Storage Systems at vacant lands of 2 Nos. 400KV / 220KV TGTRANSCO Substations (Maheswaram - 750MWH (187.5MWx4Hrs) & Choutuppal - 750MWH (187.5MWx4Hrs) in Telangana under Tariff Based Global Competitive Bidding under VGF with PSDF support in B-O-O model with 15 years tenure".

ii. Compliance with Regulatory Framework: TGGENCO shall ensure that the Bids shall be prepared and issued in strict accordance to the Gazette Resolution dated.10.03.2022 and Operational Guidelines for State Component under the Viability Gap Funding (VGF) Scheme for development of BESS, as issued by the Ministry of Power (MoP) on dt.09.06.2025.

iii. VGF Claim and Disbursement: TGGENCO shall be responsible for claiming the Eligible VGF Amount, which shall subsequently be transferred to the selected BESS Developer for Implementation activities as per the procedures laid down in MoP's sanction order dated 09.06.2025 supported through PSDF.

iv. Execution of Agreements: TGGENCO shall execute the Battery Energy Storage Purchase Agreement (BESPA) with the selected BESS Developer through TBCB process and back-to-back Battery Energy Storage Sale Agreement (BESSA) with TGDISCOMs to facilitate energy procurement.

v. Trading Margin and Payment Security: TGGENCO shall be entitled to a Trading Margin, which shall include the cost of providing the payment security @ INR 0.07 (7 paisa) per kWH of energy discharged, payable by DISCOMs to TGGENCO.

4. Following are the important parameters of the MoP guidelines dt.10.03.2022:

   a. **Intermediary Procurer" or "Implementing Agency":** In some cases, an intermediary between the distribution licensee(s) and the BESSD(s), or an "Implementing Agency" as notified by the Government of India, may be required either to aggregate the power purchased and / or firming the same with large scale energy storage capacity from different developers, and sell it to the End Procurer(s). In such cases, the "Procurer" would be a trading licensee or an Implementing Agency, buying power from the Developer(s) and selling the same to one or more distribution licensees, such distribution licensees shall be the "End Procurer" and the trading licensee shall be "Intermediary Procurer" for the purpose of the Guidelines.

   b. **Arrangements related to site:** As specified in the bidding documents to be issued by the Procurers, the Project may be set up either at the Project site specified by the Procurer, or at the Project site selected by the Developer. Multiple energy injection points in grid may be permitted, subject to provisions in the tender document. In case of multiple injection points, the capacity of Connectivity and Open Access for each individual energy injection point will be granted as per extant regulations as amended from time to time. Further, for a single Project with multiple injection points, scheduling and settlement as per Deviation Settlement Mechanism will be carried out for each injection point separately. In such cases, obligation of the Procurer will be to procure power from all or any of the points of injection, cumulatively up to the Contracted Capacity as per the BESPA, and connectivity granted at each injection point.

   c. **General Eligibility criteria of the bidders:** 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.

d. **Technical Eligibility Criteria:** The Government would like to encourage competition by way of increased participation. However, in order to ensure proper implementation of the Projects, the Procurer may choose to specify Technical Eligibility Criteria such as past experience of the bidders, timely execution of infrastructure projects, etc. Such criteria should be set after an assessment of the number of project developers that are expected to meet the criteria so that an adequate level of competition is achieved. Cut-off date for meeting the technical criteria should generally be kept as thelast date of bid submission.

e. **Financial Eligibility Criteria:**

i) Net-worth/Asset Under Management (AUM) or Investible Funds: The Procurer shall specify financial criteria in the form of net-worth as a part of the qualification requirement. The net-worth requirement should be at least 20% (twenty per cent) of the estimated capital cost of the Project, for the financial year in which bids are issued. The estimated capital cost of the Project will be determined by the Bidding Agency .In case of the Bidder being a SEBI registered AIF, the cumulative value of Assets Under Management (AUM) with minimum requirement as decided by the Procurer/Intermediary Procurer shall be demonstrated as part of Financial Eligibility Criteria. 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 networth of the bidding company/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.

It is clarified that the net-worth to be considered for this clause will 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.

For the limited purpose of meeting the technical and financial eligibility criteria in the tenders, in addition to using credentials of the Affiliates having more than 50% shareholding in the bidding company, the bidders may also use credentials of those Affiliates who do not control more than 50% of the bidding company, subject to the following:

a) The qualification criteria parameters will be met proportionately to the equity contribution of the entity whose credentials are being used to meet the requirement. For example, in case of Net Worth requirement being Rs. 100 Cr., and the strength of an Affiliate is used which owns 30% of the total shareholding in the bidder, the said Affiliate should be able to meet upto Rs. 30 Cr. of the Net Worth.

b) 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.

ii) The bidders may be required to submit non-refundable processing fee and/or success fee, as specified in the RfS.

iii) The Intermediary Procurer shall enter into the Battery Storage Purchase Agreement (BESPA) / Power Purchase Agreement with the Developer(s) and enter into a Battery Storage Sale Agreement (BESSA) /Power Sale Agreement with the distribution licensee(s)/ consumer(s). The BESSA shall contain the relevant provisions of the BESPA on a back-to-back basis. The Intermediary Procurer shall be entitled to charge trading margin of seven paise/kWh or 0.5% of the Capacity Charges (as applicable) from the Buying entity / Procurer for purchase and sale of such energy/capacity.

f. **Earnest Money Deposit (EMD),** to be fixed by the Procurer, but not to be more than 2% (two percent) of the estimated capital cost of the Project, for the financial year in which the bids are invited, to be submitted along with response to RfS. The Bidding Agency / Procurer shall have the option to specify modes / forms of accepting EMD, taking into due consideration the notifications/Government Resolutions notified by the Appropriate Government, in the form of Bank guarantee/POI.

g. **Performance Bank Guarantee (PBG),** to be fixed by the Procurer, but not to be more than 5% (five percent) of the Project cost, for the financial year in which the bids are invited, to be submitted at the time of signing of the BESPA.

The Bidding Agency / Procurer shall have the option to specify modes / forms of accepting EMD, taking into due consideration the notifications/Government Resolutions notified by the Appropriate Government, in the form of Bank guarantee/POI:

h. The BESSD shall attain the Financial Closure in terms of the BESPA, within the date which is 12 months of the Date of Signing of the Battery Energy Storage Purchase agreement. However, if for any reason, the time period for attaining the financial closure needs to be reduced than that provided in these Guidelines, the Procurer can do the same.

i. Further, MoP, New Delhi has issued amendment to the guidelines for BESS on dt.22.09.2025 duly accepting Insurance Security Bonds against Bank Guarantee and Financial closure within 6 months from BESPA (Copy enclosed as **Annexure-C**).

j. **Payment Security Fund**, which shall be suitable to support payment of at least 3 (three) months' billing of all the Projects tied up with such fund. For the purpose of this Payment Security Fund, the Intermediary Procurer will collect a non-refundable amount of Rs.5.0 Lakhs/MWh (Rupees Five Lakhs per MWh) from the BESSD(s) as one of the routes for strengthening the Payment Security Mechanism pool. Such charges shall be stipulated clearly in the RfS and shall go to the Payment Security Fund (along with accrued interest) set up by the Government of India for such Intermediary Procurer.

k. **Deviation from process defined in the Guidelines:**
In case there is any deviation from these Guidelines, the same shall be subject to prior approval by the Appropriate Government.

5. 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 (Copies enclosed as **Annexure-D** & **Annexure-E**).

6. TGGENCO is filing the present Petition as per Section 63 of the Electricity Act, 2003 seeking approval for the Adoption of Tariff for Setting up of 1500 MWh Battery Energy Storage Systems in Telangana for "on Demand" usage discovered under Tariff-based Global Competitive Bidding with Viability Gap Funding (VGF) supported through PSDF under Build Own Operate "BOO" at vacant lands of 2 Locations of TGTRANSCO with 15 years tenure.

7. According to the above directions, TGGENCO floated tender vide RfS No: 25/HPC&HP/TGGENCO/2025-26, dt.22.11.2025 and published the tender in bharat portal for "Setting up of 1500MWH (375MWX4 Hrs) Standalone Battery Energy Storage Systems at vacant lands of 2 Nos. 400KV / 220KV TGTRANSCO Substations (Maheswaram - 750MWH (187.5MWx4Hrs) & Choutuppal - 750MWH (187.5MWx4Hrs) in Telangana under Tariff Based Global Competitive Bidding under VGF with PSDF support in B-O-O model with 15 years tenure". And also tender was published in English and Telugu News papers for vide publicity (copy enclosed as **Annexure-F**).

   Further, it is to submit that as the proposal is Global Tender, letter was addressed to The Joint Secretary, Minister of External Affairs, New Delhi vide Letter dated.25.11.2025 with a request "to consider circulating the tender notice to different embassies at abroad for circulation among the stakeholders and different entities to encourage global participation in the global competitive bidding process" (copy enclosed as **Annexure-G**).

8. Further, MoP, New Delhi has issued order dt.24.12.2025 for the "Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with Local content) in respect of Implementation of Batter energy Storage System(BESS) under VGF Scheme supported through PSDF. (minimum local content of 20%) (copy enclosed as **Annexure-H**). This order was uploaded in Bharat portal site during issuing corrigendum before opening the technical bids.

9. Following are the important parameters of the Tender documents:
   a. **Bidding Parameter**: Rupees per MW/Month or Rupees/KWH
   b. **No. of Operational Cycles:** 1(one) operational cycle per day, i.e. 1 complete charge-discharge cycles per day.
   c. **Storage Duration:** The BESS project should be preferably be with 4–hour discharge duration 1(one) cycle in a day i.e., within 24 hours period.

d. **Total Bid Capacity**: The total capacity of 1500MWH (375MWX4Hrs) shall be set up at 400KV/220KV Substation, Maheswaram (187.5MWX4Hrs) & 400KV/220KV Substation at Choutuppal (187.5MWX4Hrs) belongs to TGTRANSCO. Minimum Bid capacity is 187.5MW at each location.

e. **Connectivity:** 220KV.

f. **General Eligibility criteria of the bidders**: 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.

g. **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.

h. **Clarifications/ Pre-Bid Meeting/ Enquiries/ Amendments:**

   As per MoP guidelines dt.10.03.2022, TGGENCO shall provide opportunity for pre-bid conference to the prospective bidders, and shall provide written interpretation of the tender documents to any bidder which shall also be made available to all the bidders. All the concerned parties shall rely solely on the written communication. Any clarification or revision of the bidding documents shall be uploaded on the website of TGGENCO & ISN-ETS portal for adequate information. In the event of issuance of any revision or amendment of the bidding documents, the bidders shall be provided a period of at least 7 days there from, for submission of bids (Detailed clause is mentioned in the RfS document).

i. **Technical Eligibility Criteria for bidders:**

   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.

j. Financial Eligibility Criteria:

As per MoP guidelines dt.10.03.2022 clause no.D(2)(c)(i), the Procurer shall specify financial criteria in the form of net-worth as a part of the qualification requirement. The net-worth requirement should be at least 20% (twenty per cent) of the estimated capital cost of the Project, for the financial year in which bids are issued.

Hence, The Net Worth of the Bidder shall be equal to or greater than Rs.75,00,000/- per MW(Rupees Seventy 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 bidsubmission deadline

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.

Consortium clause is modified to get more competitive prices.

As per guidelines dt.10.03.2022 Section V: Deviation from process defined in the guidelines (pg.56)," In case there is any deviation from these Guidelines, the same shall be subject to prior approval by the Appropriate Government" as the scheme is under VGF.

Further, letter was addressed to The Secretary Power, New Delhi on dt.24.11.2025 to arrange approval for the deviation. In response, MoP vide letter dt.17.12.2025 has stated that "since TGGENCO is implementing the 1500MWH BESS capacity at the Telangana STU network for the benefit of the State of Telangana, Government of Telangana is the "Appropriate Government " in this case (copies enclosed as **Annexure-I** & **Annexure-J**).

Hence, it was addressed to The Principal Secretary to the Government, Energy Department, Govt. of Telangana vide letter dt.18.12.2025 for arranging approval for deviation. Further, Approval from the Government of Telangana was obtained on dt.11.02.2026 (copies enclosed as **Annexure-K** & **Annexure-L**).

k. **EMD(Earnest Money Deposit):** As per MoP guidelines dt.10.03.2022 clause no.H(1)(a), to be fixed by the Procurer, but not to be more than 2% (two percent) of the estimated capital cost of the Project, for the financial year in which the bids are invited, to be submitted along with response to RfS.

EMD amount of Rs.5,00,000/- per /MW(Rupees Five Lakhs per MW) for each Project to be submitted by the Bidder in the form of Bank Guarantee/Payment on order(POI)/Insurance Security Bond with a validity of 12 months.

EMD Return: After submission of total PBG in the acceptable format and after successful verification of the PBG, the BG submitted towards EMD shall be returned by TGGENCO to the successful Bidder.

l. **Performance Bank Guarantee (PBG):** As per MoP guidelines dt. 10.03.2022 clause no.H(1)(b), to be fixed by the Procurer, but not to be more than 5% (five percent) of the project cost of the Project, for the financial year in which the bids are invited, to be submitted at the time of signing of the BESPA.

Bidders selected by TGGENCO based on this RfS shall submit Performance Bank Guarantee (PBG)/POI/Insurance Security Bond for a value of Rs 12,50,000/- per MW(Rupees Twelve Lakhs Fifty Thousand per MW) for each project, prior to signing of BESPA. It may be noted that successful Bidders shall submit the PBG according to the formats 7.3B/7.3.D/7.3.F of RfS with a validity period up to (& including) the date as on 9 months after the Scheduled Commissioning Date of the Project.

PBG Return: PBG shall be returned to the BESSD within 9 Months from the COD of the project, after taking into account any liquidated damages / penalties due to delays in commissioning as per provisions stipulated in this Agreement

m. **Payment Security Deposit**(PSD): Waived as a special case to get more competitive prices.

As per MoP guidelines dt.10.03.2022 Section V: Deviation from process defined in the guidelines (pg.56), "In case there is any deviation from these Guidelines, the same shall be subject to prior approval by the Appropriate Government" as the scheme is under VGF.

Further, letter was addressed to The Secretary Power, New Delhi on dt.24.11.2025 to arrange approval for the deviation. In response, MoP vide letter dt.17.12.2025 has stated that "since TGGENCO is implementing the 1500 BESS capacity at the Telangana STU network for the benefit of the State of Telangana, Government of Telangana is the "Appropriate Government " in this case (copies enclosed as **Annexure-I** & **Annexure-J**).

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n. **Success charges**: 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.

o. **Applicable Tariff & Trading Margin to TGGENCO** :

The Tariff applicable for the sale of BESS Capacity by TGGENCO to the Buying Entity(TGDISCOMS) under this Agreement shall be the Tariff as applicable for payment by TGGENCO to BESSD under the terms of the BESPA between TGGENCO and the BESSD fixed for entire term of agreement at delivery point and in addition thereto a trading margin of INR

0.07 per kWh of Energy Supplied and any taxes and duties including GST (if applicable), shall be payable by the Buying Entity to TGGENCO over and above the Applicable Tariff under BESPA, which TGGENCO shall be entitled to appropriate as its income.

p. **Shortfall in meeting Performance Criteria**: Subsequent to COD of full Project/Contracted Capacity, in case the annual Availability demonstrated by the BESSD is less than the minimum as specified above, such shortfall in performance shall make the BESSD liable to pay the liquidated damages to TGGENCO to enable TGGENCO to remit the amount to TGDISCOMs.

q. **Land Details** : Land shall be provided by TGTRANSCO at 400KV/220KV Substations, Maheswaram & 400KV/220KV Substation at Choutuppal belongs to TGTRANSCO on lease basis. 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 agreements with TGTRANSCO/TGGENCO. The BESSD shall submit Land Lease/Sub-lease/Purchase Agreement to TGGENCO for a period not less than the complete terms of the BESPA.

After completion of the scheduled time of BESPA, the vendor has to handover the land to TGTRANSCO/TGGENCO as it was handed over at the inception of the project. 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.

10. Bidding Details:

i. Pre-Bid meeting was held on dt.10.12.2025 and based on the queries of the bidders, an amended RfS and amended BESPA was issued on dt.17.12.2025 (copies enclosed as **Annexure-M** & **Annexure-N**).

ii. The technical bids of the quoted 16 nos. bidders were opened on 12.02.2026, namely –

Sl.No	Name of the firm
1	M/s AMR-Ecoren Energy India Pvt Ltd., Hyderabad.

2	M/s Apraava Energy Pvt Ltd., Mumbai
3	M/s BONDADA Eng. Ltd, Hyderabad
4	M/s Coal India Ltd., Kolkata
5	M/s DB Power BESS Storage Ltd., Mumbai
6	M/s KNR CONSTRUCTIONS, Hyderabad
7	M/S Mega Engineering Infrastructures Limited, Hyderabad.
8	M/S NLC India RENEWABLES Ltd, Neyveli,TN
9	M/s OPG Power Generation PVT.Ltd., Tamilnadu
10	M/s Oriana Power Ltd., New Noida
11	M/s Power Grid Corporation of India Ltd., Gurgaon
12	M/s SARUS Infrastructures Pvt Ltd., Hyderabad
13	M/s Shreyas Sortex Industries PVT. Ltd., UP.
14	M/S Sudhakara Infra tech Pvt Ltd, Hyderabad
15	M/s Sundrop Energia Pvt. Ltd., Gujarat
16	M/S Ultimate Flexipack Ltd, Noida, UP

iii. In furtherance of the above mentioned process, as per clause no. E.3(pg. 43) of MoP Guidelines dt.10.03.2022, a committee was constituted with TGGENCO/TGTRANSCO officers vide office order dated 29.11.2025 to analyze the Technical and Financial bids of all the quoted firms. Out of 16 firms, 15 bidders were found techno-commercially qualified (copy enclosed as **Annexure-O**).

iv. Therefore, the qualified bidders (15 nos.) price-bids were opened on dt.07.03.2026 (Copy of Price bid is attached as **Annexure-P**). As per the provisions of tender document, E-Reverse Auction was carried out on ISN-ETS bharat Portal on dated 09.03.2026, at 16:00 Hrs.

v. As per the conditions of Clause 42.2 'Procedure of Reverse Auction' of the RfS, Reverse Auction process shall be carried out after removing the two (2) Highest Bidders (i.e., H1&H2 Bidders) if No. of eligible bidders 10(ten) and above.

vi. Therefore, bidders namely M/s KNR CONSTRUCTIONS, Hyderabad(H1) and the firm M/s Power Grid Corporation of India Ltd., Gurgaon (H2) were removed for participating in E-Reverse Auction for both locations i.e., Maheswaram & Choutuppal.

vii. Further, as per RfS clause no. 42.4 (a, b), the 'opening price' i.e. start price for E- Reverse Auction and minimum bid decrement value i.e., INR 1000 per MW/Month shall be intimated to qualified bidders at the time of E- Reverse Auction.

viii. In view of above, the committee decided to keep the base prices discovered in the first round tariffs for the both locations with decremental value @ Rs 1000/MW/Month at each location against TGGENCO's subject RfS are as follows:

Maheswaram @ RS 3,06,000/- of L1 discovered price.

Choutuppal @ RS.3,25,000/- of L1 discovered price.

Copy of MoM of Techno commercial bid evaluation committee is attached as **Annexure-Q**.

ix. The E-Reverse Auction was carried out as per the scheduled time on dt.09.03.2026 and the tariff (capacity charges in INR/MW/Month) (Excluding GST) quoted by the 2 Nos. bidders are as under. Copy of E-Reverse Auction result is attached as **Annexure-R**.

Sl No	Location	Name of the firm	Offered prices after E-RA (Excluding GST)	Quoted capacity
1	Maheswaram	M/S Sarus Infrastructures Pvt Limited, Hyderabad	Rs. 2,98,000/-	187.5 MW/750MWH (187.5 MWx4Hrs)
2	Choutuppal	M/S Coal India Limited, Kolkata	Rs.3,14,000/-	187.5 MW/750MWH (187.5 MWx4Hrs)

11. TGGENCO in its 76th Board meeting held on dated 17.03.2026 has accorded its approval for the matters related to Setting up of 1500MWH (375MWX4 Hrs) Standalone Battery Energy Storage Systems at vacant lands of 2 nos. Maheswaram 750MWH (187.5MWx4 Hrs) & Choutuppal 750MWH (187.5MWx4 Hrs) 400KV/220KV TGTRANSCO Substations in Telangana under Tariff Based Global Competitive Bidding under VGF with PSDF support in B-O-O model with 15 years tenure". Copy of MOM of 76th Board meeting is attached as **Annexure-S**.

12. **Scope of Work of TGGENCO & TGTRANSCO:**

TGGENCO:

TGGENCO is an intermediary procurer between the distribution licensee(s) and the BESSD(s).

TGGENCO will follow up the payments i.e, VGF payment and Monthly bills between BESS Developers and DISCOMs.

TGTRANSCO:

- TGTRANSCO will conclude the Land lease Agreements with BESS Developers. The Land shall be provided through Right-of-Use basis by TGTRANSCO to the developer, at an annual lease charge of Rs.1(one) per acre per Year.
- 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.
- The Construction of 220KV bays(including metering) along with 220KV TMDC line up to BESS location shall be executed by BESS Developer under supervision of TGTRANSCO with applicable supervision charges of TGTRANSCO guidelines & the cost for the above will be borne by the BESS Developers at each location.
- The works should be executed by licensed contractor who have executed similar works as per standards of TGTRANSCO under the supervision of TGTRANSCO officials. Approval of TGTRANSCO shall be obtained before engaging the contractor. The quality of work should be strictly adhered to the technical specifications of TGTRANSCO.
- The scheduling of the power to/from the project as per the applicable Regulations shall be decided by SLDC.

13. As per the clause 21.1 of RfS and clause no. 2.1.1. of BESPA document, the BESPA between the BESSDs and TGGENCO will be signed within 30 days after issuance of Letter of Awards (LOAs), which is issued on dated 28.03.2026 (Copy of LOAs are attached as **Annexure-T** & **Annexure-U**). Further, Battery Energy Storage Purchase Agreement (BESPA) is to be signed between above BESS Developers (BESSDs) and TGGENCO and further BESSA is to be signed between TGGENCO and TGDISCOMs.

14. TBCB guidelines dated 10.03.2022 issued by MoP for "Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services" under clause G (8) "CONTRACT AWARD AND CONCLUSION" at page nos. 43 & 44 (point - 8), are reproduced herein below for ready reference:

"Subject to provisions of the Act, the distribution licensee or the Intermediary Procurer, as the case may be, should 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"

In compliance with the above-stated provisions, TGGENCO is filing the Petition for Adoption of Tariff under section 63 of Electricity Act 2003 discovered for tender RfS No.25/HPC&HP/TGGENCO issued for subject proposal.

15. It is further to submit that TGSPDCL has filed a petition on behalf of TGDISCOMs for consent for procurement of 1500MWh power through Battery Energy Storage System (BESS), to be established by TGGENCO at 400KV SS Maheshwaram and 400 KV SS Choutuppal under VGF scheme supported through PSDF. Hon'ble TGERC has admitted the petition vide O.P.No.10 of 2026.

16. **Prayer:**

For the above reasons and for such other and/or further reasons and grounds as may be urged at the time of hearing, the Applicant prays that the Hon'ble Commission may be pleased to:

a) To admit the petition as per the Provisions of Regulations 63 of Electricity Act, 2003.

b) To accord approval for adoption of Tariff as per the E Reverse auction conducted by TGGENCO for 1500 MWH Battery Energy Storage Systems in Telangana for "on Demand" usage discovered under Tariff-based Global Competitive Bidding with Viability Gap Funding(VGF) supported through PSDF under Build Own Operate "BOO" at vacant

lands of 2 Locations of TGTRANSCO with 15 years tenure as detailed below.

Sl No	Location	Name of the firm	Offered prices after E-RA (Excluding GST)	Quoted capacity
1	Maheswaram	M/S Sarus Infrastructures Pvt Limited, Hyderabad	Rs. 2,98,000/-	187.5 MW/750MWH (187.5 MWx4Hrs)
2	Choutuppal	M/S Coal India Limited, Kolkata	Rs.3,14,000/-	187.5 MW/750MWH (187.5 MWx4Hrs)

c) To accord approval for signing of the Battery Energy Storage Purchase Agreement (BESPA) with the successful bidders at the rates discovered through competitive bidding.

d) Allow the recovery of filing fees as & when paid to the Hon'ble Commission and the publication expenses from the beneficiaries.

e) Trading margin received by TGGENCO may not be considered as Non-Tariff income which needs to be passed to Beneficiaries.

f) To grant suitable opportunity to TGGENCO within reasonable time frame to file additional material information, if required.

g) Condone any error/ omission and give opportunity to rectify the same.

TELANGANA POWER GENERATION CORPORATION LIMITED

(APPLICANT)

Through

25/4/26

Signature of the applicant

Chief Engineer
Coal & Commercial
TGGENCO, V.S. Hyderabad-82.

Hyderabad

Dated: 25-04-2026

BEFORE THE HONOURABLE

TELANGANA ELECTRICITY REGULATORY COMMISSION

Vidyut Niyantran Bhavan, G.T.S. Colony, Kalyan Nagar, Hyderabad 500045.

Filing No. ___/2026

Case No. ___/2026

IN THE MATTER OF:

Petition as per Section 63 of the Electricity Act, 2003 seeking approval for the Adoption of Tariff for 1500 MWh Battery Energy Storage Systems in Telangana for "on Demand" usage discovered under Tariff-based Global Competitive Bidding with Viability Gap Funding (VGF) supported through PSDF under Build Own Operate "BOO" at vacant lands of 2 Locations of TGTRANSCO with 15 years tenure.

AND IN THE MATTER OF:

Telangana Power Generation Corporation Limited,
Vidyut Soudha, Hyderabad – 500082. ... Applicant/Petitioner

AND

1. **Southern Power Distribution Company of Telangana Ltd. (TGSPDCL),**
   #6-1-50, Corporate office, Mint Compound, Hyderabad – 500063.
2. **Northern Power Distribution Company of Telangana Ltd. (TGNPDCL),**
   H.No.2-5-31/2, Corporate Office, Vidyut Bhavan, Nakkalagutta, Hanmakonda, Warangal – 506001.
3. **M/s Sarus Infrastructures Private Limited,**
   3rd Floor, Spaces and More Business Center II, Akshara Grand, Gachibowli, Hyderabad – 500032.
4. **M/s Coal India Limited,**
   Coal Bhawan, Premises No.04, Plot No.AF-III, Action Area 1A, New Town, Rajarhat, Kolkata – 700156.

... Respondents

Affidavit verifying the Petition

Petition as per Section 63 of the Electricity Act, 2003 seeking approval for the Adoption of Tariff for 1500 MWh Battery Energy Storage Systems in Telangana for "on Demand" usage discovered under Tariff-based Global Competitive Bidding with Viability Gap Funding (VGF) supported through PSDF under Build Own Operate "BOO" at vacant lands of 2 Locations of TGTRANSCO with 15 years tenure.

I, Chalicheemala Jeeva kumar, son of Sri C. Venugopal Naidu, aged about 60 years, working at Telangana Power Generation Corporation Ltd., do solemnly affirm and say as follows:

a) I am working as the Chief Engineer, Coal &Commercial in Telangana Power Generation Corporation Ltd., being a company in the Business of Generating Electricity in state of Telangana. I am competent and duly authorized by Telangana Power Generation Corporation Ltd., to affirm, swear, execute and file this affidavit in the present proceedings.

b) I have read and understood the contents of the accompanying Petition as per Section 63 of the Electricity Act, 2003 seeking approval for the Adoption of Tariff for 1500 MWh Battery Energy Storage Systems in Telangana for "on Demand" usage discovered under Tariff-based Global Competitive Bidding with Viability Gap Funding (VGF) supported through PSDF under Build Own Operate "BOO" at vacant lands of 2 Locations of TGTRANSCO with 15 years tenure. The statements made in the paragraphs of the petition accompanying affidavit are true to the best of my knowledge which are derived from the official records made available to me and are based on information and advice received which, I believe to be true and correct.

25/4/26

Deponent

Chief Engineer
Coal & Commercial
TGGENCO, V.S. Hyderabad-82.

VERIFICATION:

I, the above-named Deponent solemnly affirm at Hyderabad on this 25th Day of April, 2026 that the contents of the above affidavit are true to my knowledge, no part of it is false and nothing material has been concealed there from.

25/4/26

Deponent

Chief Engineer
Coal & Commercial
TGGENCO, V.S. Hyderabad-82.

Solemnly affirmed and signed before me at Hyderabad
On this 25th April, 2026.

ATTESTED

G.P.R. HRUDAYA
Company Secretary
TGGENCO, Vidyut Soudha,
HYDERABAD - 500 082

TELANGANA POWER GENERATION CORPORATION LIMITED
(formerly Telangana State Power Generation Corporation Limited)
VIDYUT SOUDHA :: HYDERABAD – 500 082. CIN:U35102TG2014SGC094070,
Phone No: 040-23499339,110. FAX No.040-23499640
Website:www.tggenco.com Email ID: cs@tggenco.com

TRUE EXTRACT OF THE MINUTES OF THE SEVENTY FIFTH BOARD MEETING OF THE COMPANY HELD ON FRIDAY, THE 27th, FEBRUARY, 2026 AT 11.05 A.M. IN THE 2nd FLOOR, BOARD ROOM, VIDYUT SOUDHA, KHAIRATABAD, HYDERABAD.

29. Discussion about approval relating to authorization to the Chief Engineer (Coal & Commercial) for signing various petitions and related documents in respect of Thermal, Hydel, Solar, BESS, PSP for filing before Hon'ble TGERC, CERC, APTEL towards Capital Cost and Tariff determination and the Power Purchase Agreements (PPA), Power Sale Agreements (PSA) on behalf of TGGENCO.

The Chief Engineer/Coal & Commercial has placed a note for the perusal and consideration of the Board.

He has proposed as follows:

1. TGGENCO has to file various petitions in respect of Thermal, Hydel, Solar, BESS, PSP before Hon'ble TGERC, CERC, APTEL towards Capital Cost and Tariff determination and Power Purchase Agreements (PPA), Power Sale Agreements (PSA) etc., In this regard, Hon'ble TGERC, vide Lr.No.S/R.O.39/22/D.No.64/2026,Dt.24.01.2026 (Point 'c'), directed to enclose the letter authorizing the person to file the petition before Hon'ble TGERC.

2. Hence, it is submitted for orders of the board to nominate the Chief Engineer (Coal & Commercial), as the Authorized Signatory for filing various petitions in respect of Thermal, Hydel, Solar, BESS, PSP before Hon'ble TGERC, CERC, APTEL towards Capital Cost and Tariff determination and Power Purchase Agreements (PPA), Power Sale Agreements(PSA) etc., on behalf of TGGENCO.

The board after due deliberations decided to board to nominate the Chief Engineer (Coal & Commercial), as the Authorized Signatory for filing various petitions in respect of Thermal, Hydel, Solar, BESS, PSP before Hon'ble TGERC, CERC, APTEL towards Capital Cost and Tariff determination and Power Purchase Agreements (PPA), Power Sale Agreements(PSA) etc., on behalf of TGGENCO.

//CERTIFIED COPY//

For Telangana Power Generation Corporation Ltd.

G.P.R. HRUDAYA
Company Secretary

TELANGANA POWER GENERATION CORPORATION LIMITED
(A Govt. of Telangana Undertaking)

Petition as per Section 63 of the Electricity Act, 2003 seeking approval for the Adoption of Tariff for 1500 MWh Battery Energy Storage Systems in Telangana for "on Demand" usage discovered under Tariff-based Global Competitive Bidding with Viability Gap Funding (VGF) supported through PSDF under Build Own Operate "BOO" at vacant lands of 2 Locations of TGTRANSCO with 15 years tenure.

April, 2026

Volume – II of II

(Annexures)

Volume-II
Annexures to the BESS (1500MWH) Petition

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No. 23/16/2020-R&R Part (1)
Government of India
Ministry of Power
***

Shram Shakti Bhawan, Rafi Marg,
New Delhi, 11th March, 2022

To

1. Secretary, MNRE, New Delhi.
2. The Chairperson, CEA, R K Puram, New Delhi.
3. ACS/Principal Secretaries/Secretaries (Power/Energy) of all State Governments/UTs.
4. Secretaries of All State Electricity Regulatory Commissions/JERCs.
5. CMD/MDs of all Gencos/Discoms/Transcos.
6. Secretary, Central Electricity Regulatory Commission (CERC), New Delhi.
7. CMD/MDs of all CPSUs under administrative control of Ministry of Power & MNRE.
8. DG, Association of Power Producers(APP), New Delhi.
9. President, FICCI / President, CII, New Delhi
10. CMD, IEX LTD New Delhi & MD/CEO, PXIL , Mumbai
11. Chairman, Indian Wind Power Association, New Delhi
12. Director General, National Solar Energy Federation of India (NSEFI), New Delhi.
13. DG, Solar Power Developers Association, New Delhi
14. CMD/MD, SECI, New Delhi

Sub: Guidelines for Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services – Reg

Sir/Madam,

I am directed to forward herewith the resolution dated 10-03-2022 regarding **Guidelines for Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services** for information and necessary action please.

2. This issues with the approval of Competent Authority.

Encl:- As above

Yours faithfully,

(Debranjan Chattopadhyay)
Deputy Secretary tothe Govt. of India
Tele No. 23715250

Copy for information to:

1. PS to Hon'ble Minister of Power& NRE, APS to Hon'ble MoSP, Sr. PPS to Secretary, MoP.
2. All Additional Secretaries, Ministry of Power.
3. All Joint Secretaries/Economic Adviser/CE, Ministry of Power.

Copy to: Technical Director, NIC Cell for uploading on MOP's website under "New Notices"

रजिस्ट्री सं. डी.एल.- 33004/99 REGD. No. D. L.-33004/99

भारत का राजपत्र
The Gazette of India

सी.जी.-डी.एल.-अ.-11032022-234077
CG-DL-E-11032022-234077

असाधारण
EXTRAORDINARY

भाग I—खण्ड 1
PART I—Section 1

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं. 64] नई दिल्ली, बृहस्पतिवार, मार्च 10, 2022/फाल्गुन 19, 1943
No. 64] NEW DELHI, THURSDAY, MARCH 10, 2022/PHALGUNA 19, 1943

विद्युत मंत्रालय

संकल्प

नई दिल्ली, 10 मार्च, 2022

सं. 23/16/2020-आर एंड आर भाग (1).—

उत्पादन, पारेषण और वितरण परिसंपत्तियों के हिस्से के रूप में सहायक सेवाओं सहित बैटरी ऊर्जा भंडारण प्रणालियों के क्रय और उपयोग के लिए दिशानिर्देश

खंड I: पृष्ठभूमि और परिचय

क. प्रस्तावना

1. पृष्ठभूमि

क. भारत में नवीकरणीय ऊर्जा का विकास देश के ऊर्जा क्षेत्र की प्रमुख सफलताओं में से एक रहा है।आज, सौर और पवन ऊर्जा, पारंपरिक ऊर्जा स्रोतों की भांति देश के ऊर्जा मिक्स का अभिन्न अंग बन गए हैं। भारत ने वर्ष 2030 तक नवीकरणीय ऊर्जा के माध्यम से 500 गीगावॉट गैर-जीवाश्म ऊर्जा क्षमता संस्थापित करने और देश की ऊर्जा आवश्यकताओं के 50% भाग की पूर्ति करने के महत्वाकांक्षी लक्ष्य के दौरान पहले ही 150 गीगावॉट नवीकरणीय ऊर्जा क्षमता की प्राप्ति कर ली है। भारत के ऊर्जा मिक्स में नवीकरणीय ऊर्जा की हिस्सेदारी में उल्लेखनीय वृद्धि होने के साथ, तथा वर्ष 2030 तक लक्षित ऊर्जा मिक्स को देखते हुए, देश की अनुमानित ऊर्जा मांग को पूरा करने के लिए संसाधनों के इष्टतम उपयोग और सही संसाधन मिक्स के चयन की योजना बनाना उचित है।

5. **वारंटी:** बीईएसएसडी आरएफएस की शर्तों के अनुसार पूर्वनिर्धारित आवेदन (आवेदनों) के लिए न्यूनतम निष्पादन स्तर सुनिश्चित करने के लिए निष्पादन गारंटी प्राप्त करेगा। वारंटी स्पष्ट रूप से आवेदन के लिए प्रदान की गई डिस्चार्ज प्रोफाइल को देखते हुए जीवन प्रत्याशा को इंगित करेगी।

ग. निष्पादन निगरानी

निष्पादन निगरानी के भाग के रूप में, निम्नलिखित कार्य किए जाएंगे:

क. बीईएसएसडी को मौजूदा नियमों के अनुसार मीटरिंग व्यवस्था के साथ-साथ बीईएसएस के ऑपरेटिंग मापदंडों (वोल्टेज, करंट, परिवेश की स्थिति आदि सहित लेकिन इन तक सीमित नहीं) के साथ-साथ बीईएसएस से ऊर्जा इनपुट और ऊर्जा आउटपुट को मापने के लिए आवश्यक उपकरण स्थापित करना चाहिए। उन्हें अनुबंध की पूरी अवधि के लिए यह डेटा संबंधित अधिकारियों/संगठनों को ऑनलाइन और/या नियमित आधार पर एक रिपोर्ट के माध्यम से हर महीने जमा करना होगा।

ख. एसपीडी डेटा के ऑनलाइन हस्तांतरण की सुविधा के लिए किसी भी अतिरिक्त निगरानी उपकरण को संस्थापित करने के लिए संबंधित अधिकारियों/संगठनों या उनके अधिकृत प्रतिनिधियों तक पहुंच प्रदान की जाएगी ।

ग. जैसा कि ऊपर उल्लेख किया गया है, सभी डेटा अनुबंध की पूरी अवधि के लिए उपलब्ध कराए जाएंगे।

घ. संयंत्र स्कॉडा ओपीसी संस्करण 2.0क (या ओपीसीयूए सहित बाद का संस्करण) के अनुरूप होना चाहिए और ओपीसीसंस्थान के विनिर्देश के अनुसार उपयुक्त ओपीसी -डीएसर्वर को लागू करना चाहिए। संबंधित अधिकारियों/संगठनों को वास्तविक समय ऑनलाइन डेटा (बीईएसएस पैरामीटर) प्रदान करने के लिए सभी डेटा इस ओपीसी सर्वर के माध्यम से सुलभ होना चाहिए। निगरानी की सुविधा के लिए इस बार श्रृंखला डेटा परियोजना स्काडा प्रणाली से उपलब्ध होगा और इसमें निष्पादन की निगरानी के लिए दैनिक, मासिक और वार्षिक रिपोर्ट की सुविधा के लिए पहले बताए गए मापदंडों के अलावा अन्य को शामिल होना चाहिए।

ङ. वेब आधारित निगरानी उपलब्ध होनी चाहिए, जो मशीन पर निर्भर न हो। वेब-आधारित निगरानी को वही स्क्रीन प्रदान करने चाहिए जो संयंत्र में उपलब्ध हैं।

इसके अलावा, पीडीएफ या एक्सेल प्रारूप में दूरस्थ वेब-क्लाइंट से रिपोर्ट डाउनलोड करना संभव होना चाहिए।

च. बीईएसएस से यूनिट बैटरियों का सुरक्षित निपटान

विकासकर्ता खतरनाक और अन्य अपशिष्ट (प्रबंधन और सीमापार संचलन) नियम, 2016, समय-समय पर यथासंशोधित, के तहत जैसा लागू हो, आवश्यकताओं का पालन करेगा। बीईएसएसडी यह सुनिश्चित करेगा कि संयंत्र से सभी यूनिट बैटरी मॉड्यूल उनके 'जीवनकाल समाप्त' हो जाने (जब वे दोषपूर्ण/गैर-प्रचालन/गैर-मरम्मत योग्य हो जाते हैं) के बाद सरकार द्वारा अधिसूचित और समय-समय पर यथासंशोधित "ई-अपशिष्ट (प्रबंध और हैंडलिंग) नियम, 2016", और भारत सरकार द्वारा अधिसूचित किए जाने वाले बैटरी अपशिष्ट प्रबंध नियम, के अनुसार निपटाया जाता है।

घनश्याम प्रसाद, संयुक्त सचिव

MINISTRY OF POWER

RESOLUTION

New Delhi, the 10th March, 2022

No. 23/16/2020-R&R Part (1).—

Guidelines for Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services

SECTION I: BACKGROUND AND INTRODUCTION

A. PREAMBLE

1. Background

a. The growth of renewable energy in India has been one of the key success stories of the nation's energy sector. Today, Solar and Wind power have become integral to the nation's energy mix at par with the conventional energy sources. India has already achieved installation of 150 GW of

RE capacity enroute the ambitious journey of installing 500 GW of non-fossil energy capacity. With the share of RE in India's energy mix significantly increasing, and in view of the targeted energy mix by 2030, it is pertinent to plan for optimum utilization of resources and selection of right resource mix to meet the projected energy demand of the country.

b. With various global developments in technology and manufacturing, RE power has become the most affordable and clean source for annual 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 supply-demand mismatch, wherein generation from RE sources happens mainly during the low demand period and has a characteristic of being infirm in nature. Some utilities have already started experiencing the effects of the integrating renewables into their grids and forcing curtailment of power. In this context, Central Electricity Authority (CEA), in its report titled "Optimal Generation Capacity Mix for 2029-30", dated January, 2020, has envisaged a key disruption of replacement of thermal based generation with renewable energy generation complemented with energy storage technology. In this regard, an excerpt from the above report is reproduced below:

"This has been possible with the downward trend of cost of solar panels and newer technology options like battery energy storage systems. In fact, the reduction in cost projections is very aggressive for Battery Energy Storage technology to render them financially viable in near future. In this context, planning for optimal generation capacity mix gains tremendous importance so as the future generation capacity mix is cost effective as well as environmental friendly, a horizon of 10-12 years is sufficient to gear up the systems and policies in the right direction to achieve the optimal generation mix."

c. In addition to the above, Ancillary Services have been an integral part of the electricity ecosystem all over the world. The basic services of frequency and voltage control are embedded in the electricity supply system and in order to enable provision of these basic services, specific support services are required to complement reliable and efficient grid operation. These support services which act as 'Value added Services' are known as 'Ancillary Services'. The Ancillary Services comprise of services required for maintaining load-generation balance (frequency control), maintaining voltage and reactive power support and maintaining generation & transmission reserves. As an initial step, the Central Electricity Regulatory Commission (CERC) had in 2013 floated a Staff Paper on "Introduction of Ancillary Services in Indian Electricity Market". The Staff Paper had discussed about the types of Ancillary Services such as the real power support services or Frequency Support Ancillary Services/ Load following, Voltage or reactive power support services and Black start support services. It was envisaged that the generators having surplus capacity, (i.e. either un-requisitioned surplus capacity by the beneficiaries of that capacity or generators who could not sell their capacity in the market and/or surplus captive capacity) may be allowed to bid into the power exchange, in a separate market segment.

d. Pursuant to above, CERC issued Regulations on Ancillary Service operation in August, 2015. After consultations with the stakeholders, CERC decided that in order to meet the current requirement, tertiary frequency control through utilization of un-despatched surplus capacity available in generating stations at the inter-state level, whose tariff is determined/adopted by CERC, may be introduced as Reserve Regulation Ancillary Service (RRAS). The variable cost of RRAS provider is considered for merit order despatch.In order to facilitate Congestion management, transmission constraints (both interregional and intraregional) are considered during despatch of RRAS. Both the fixed charges and variable charges are paid to the RRAS providers with a mark-up as an incentive. The fixed charges are in turn refunded to the original beneficiary(s) in proportion to the power surrendered. Therefore, at present the ancillary services in India are provided by resources which are spinning and already scheduled at a certain MW level with both headroom and legroom margins available (as reserves) for regulating up and down. While, the scheduled MW is decided by the market participants, the System Operator utilizes only the headroom and legroom of generation margins as ancillary services for frequency control.

e. As the demand grows to match the generating capacity, the present ancillary system is being changed, the new ancillary system needs to integrate Energy Storage Systems (ESS) with existing

and upcoming RE capacity in order to optimize generation and transmission mix. Guidelines for setting up of new RE capacity through tariff-based bidding mechanism are already in place. With respect to increasing the storage component in the energy mix, Ministry of Power had requested the CEA in April, 2021, to submit a report on identification of usage of storage as business case and for ancillary services. The Report identifies Pumped Hydro Storage System (PSP) and Battery Energy Storage Systems (BESS) as the commercially deployed solutions for providing requisite storage capacity. The said CEA Study has revealed that the planning model selects the battery energy storage system from the year 2027-28 onwards and a Battery Energy Storage capacity of 27,000 MW/108,000 MWh (4-hour storage) is projected to be part of the installed capacity in 2029-30. This will be in addition to 10,151 MW of Pumped Hydro Storage System envisaged to be a component of the installed capacity in 2029-30.

f. With the limited support available from existing Pumped Hydro Storage Plants and the long gestation period for the new Pumped Hydro Storage Plants, the circumstances merit consideration of Battery Energy Storage System (BESS) as one of the sources of resource adequacy for the Indian power system. RE plus storage/BESS can provide the required flexibility in generation apart from ensuring the resource adequacy.

2. **Objectives**

The specific objectives of these Guidelines are as follows:

a. To facilitate procurement of BESS, as part of individual RE power projects or separately, for addressing the variability/firming power supply / increasing energy output / extending the time of supply from an individual RE project or a portfolio of RE projects, augmentation of existing RE Projects and/or to provide ancillary, grid support and flexibility services for the grid.

b. To facilitate procurement of BESS for optimum utilization of transmission and distribution network.

c. To ensure transparency and fairness in procurement processes/ and to provide for a framework for an Intermediary Procurer as an Aggregator / Trading licensees / Implementing Agency for the inter-state/intra-state sale-purchase of power.

d. To provide standardization and uniformity in processes and a risk-sharing framework between various stakeholders, involved in the energy storage and storage capacity procurement, thereby encouraging competition and enhanced bankability of the Projects.

SCOPE OF THE GUIDELINES

1. **Applicability of Guidelines**

These Guidelines are being issued under the provisions of Section 63 of the Electricity Act, 2003 for procurement of energy from BESS by the 'Procurers', through competitive bidding, from grid-connected Projects to be set up on "Build-Own-Operate" or "Build-Own-Operate-Transfer" basis, with following minimum project size and bid capacity requirements**:**

(i) For Intra-State Projects: Minimum individual project size of power rating of 1MW and above with suitable energy rating based on application at one site with minimum bid capacity of 1MW; and

(ii) For Inter-State Projects: Minimum individual project capacity of 50 MW and above with suitable energy rating based on application at one site with minimum bid capacity of 50 MW at the minimum voltage level as specified by the extant CERC regulations/Detailed Procedure.

2. The provisions of these Guidelines shall be binding on the BESSD /Procurer/ Intermediary Procurer/End Procurer/Implementing Agency and the Authorised Representative of the Procurer. The process to be adopted in event of any deviation proposed from these Guidelines is specified in Clause A, Section V of these Guidelines**.**

3. **Business Cases**

Following business cases have been identified regarding utilization of BESS in supply of energy and grid maintenance:

(i) RE supply with BESS: In this case, the BESS is included as part of the RE Project, and ownership of the RE and BESS assetslies with the Generator. These Projects may also be utilized to meet Peak power and firm dispatchable RE requirements of Procurers.

(ii) BESS with transmission infrastructure: This model is aimed at maximization of the utilization of the transmission Asset, increasing duration of usage of transmission system and Strengthen Grid Stability. These systems will enable large-scale optimization of transmission infrastructure by optimum utilization of transmission capacity and reducing network congestion. As a result, the requirement of augmentation of evacuation and transmission infrastructure gets drastically reduced.

(iii) Storage for ancillary services/ balancing services / flexible operations: The BESS, with fast ramp rate, is particularly suited for second-by-second management of interchange flows. The system operator (for eg. RLDC/NLDC and SLDCs) may use BESS for frequency control and balancing services to manage the inherent uncertainty/variations in load and generation.

(iv) Storage for Distribution: This model aims at maximization of the utilization of the Storage Asset and strengthening DISCOM operations. Connected at the load centres, it may be suitably utilized by the Discom to manage its peak load, grid resilience, portfolio management and flexible operations. BESS can also be used to facilitate large scale expansion of electric mobility segment as part of major consumers for the Discoms. BESS can also be used as an optimum tool to achieve asset shifting by the Discoms, thereby increasing asset life.

(v) Standalone BESS for the Arbitrage operation which may be used by the Developer / owner or by the lessee including merchant operation.

(vi) The BESS developer/owner may sell storage space for a particular duration. In this case he will get capacity charges.

(vii) Any other business cases as found suitable by Procurers / Intermediary procurers / beneficiaries/ Generators

(viii) Along with the business casesmentioned at Sl. No (i) to (vii) above, it is possible that a certain component can also be earmarked for utilisation as merchant capacity by the BESS developer. This component may be traded in power market as per extant regulations.

4. These Guidelines shall be applicable for business cases identified above vide Sl. (ii) to (vii). For Sl. (i) above, i.e. in case of systems which contain RE generating stations along with BESS as a single Project (co-located or multi-located), the respective Standard Bidding Guidelines issued for procurement of power from Solar, Wind and Hybrid Power Projects, or the Unified Standard Bidding Guidelines, as issued by the Ministry of Power, shall be applicable**.**

5. The BESS may be charged by RE power or non RE power or through a combination of RE and non-RE power, However, when it seeks to supply RE power, it will need to the charged with RE power only**.**

SECTION II: DEFINITIONS

The terms used in these Guidelines will have the following meanings:

1. **"Act"** shall mean the Electricity Act, 2003, including subsequent amendments and clarifications issued thereof.

2. **"Adjusted Equity"** shall mean the Equity funded in Indian Rupees and adjusted on the first day of the current month (the "Reference Date"), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in Wholesale Price Index (WPI), and for any Reference Date occurring between the first day of the month of Appointed Date (the date of achievement of Financial Closure) and the Reference Date;

    a. On or before Commercial Operation Date (COD), the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and Reference Date;

b. An amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the "Base Adjusted Equity");

c. After COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by 0.333% (zero point three threethree percent) thereof at the commencement of each month following the COD [reduction of 1% (one percent) per quarter of a year] and the amount so arrived at shall be revised to the extent of variation in WPI occurring between the COD and the Reference Date;

For the avoidance of doubt, the Adjusted Equity shall, in the event of termination, be computed as on the Reference Date immediately preceding the Transfer Date; provided that no reduction in the Adjusted Equity shall be made for a period equal to the duration, if any, for which the BESPA period is extended, but the revision on account of WPI shall continue to be made.

3. **"Affiliate"** in relation to a Company shall mean a person who controls, is controlled by, or is under the common control with such Company.

4. **"Annual Availability"** shall be as defined in the RfS.

5. "**Appropriate Commission"** shall have the same meaning as defined in the Act.

6. **"Authorised Representative"** of the Procurer: In cases, where the Battery Energy Storage Purchase Agreement (BESPA) signing agency and the agency carrying out the tendering / bidding process are different, the agency carrying out the tendering / bidding process shall be deemed to be the Authorized Representative of the 'Procurer' and will on behalf of the Procurer be responsible for fulfilling all the obligations imposed on the 'Procurer' during the bidding phase, in accordance with these Guidelines.

7. **"Battery Energy Storage System Developer"** or **"BESSD"** or **"Developer"** shall mean the entity owning/operating the BESS facility for supply of power under these Guidelines.

8. "**Battery Energy Storage Purchase Agreement**" or "**BESPA**" shall mean agreement entered by Intermediary Procurer or End Procurer (as applicable) with BESSD for procurement of BESS Capacity.

9. **"Battery Energy Storage Systems"** or **"BESS"** or **"Project"** 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 but not limited to ancillary facilities (grid support., for example). Such systems may be co-located with RE Generating Stations, or may be operated on stand-alone basis.

10. **"Bidding Agency"** shall refer to the organization issuing tender documents and carrying out the selection process under these Guidelines.

11. **"Control"** shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors.

12. **"Debt Due"** shall mean the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date:

a. The principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the 'Principal') but excluding any part of the principal that had fallen due for repayment 2 (two) years prior to the Transfer Date;

b. All accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in sub-clause (a) above until the Transfer Date but excluding: (i) any interest, fees or charges that had fallen due 2 (two) years prior to the Transfer Date, (ii) any penal interest or charges payable under the Financing Agreements to any Senior Lender, (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Procurer Default, and (iv) any Subordinated Debt which is included in the Financial Package and disbursed by equity investors or their Affiliates for financing the Total Project Cost.

Provided that if all or any part of the Debt Due is convertible into Equity at the option of Senior Lenders and/or the Concessionaire, it shall for the purposes of this Agreement be deemed not to be Debt Due even if no such conversion has taken place and the principal thereof shall be dealt with as

if such conversion had been undertaken. Provided further that the Debt Due, on or after COD, shall in no case exceed 80% (eighty percent) of the Total Project Cost.

13. **"End Procurer"** shall mean the ultimate Procurer of energy from the Intermediary Procurer or the Battery Storage System Developer as the case maybe; and shall include the distribution licensee, bulk consumers, etc, as applicable.

14. **"Financial Closure"** or **"Project Financing arrangements"** shall mean arrangement of necessary funds by the Battery Storage System Developer towards 100 % project cost either by way of commitment of funds by the Company from its internal resources (by a resolution passed by the Board of Directors) and/or tie up of funds through a bank/financial institution by way of sanction of a loan or firm commitment letter agreeing to finance.

15. **"Intermediary Procurer" or "Implementing Agency":** In some cases, an intermediary between the distribution licensee(s) and the BESSD(s), or an "Implementing Agency" as notified by the Government of India, may be required either to aggregate the power purchased and / or firming the same with large scale energy storage capacity from different developers, and sell it to the End Procurer(s). In such cases, the "Procurer" would be a trading licensee or an Implementing Agency, buying power from the Developer(s) and selling the same to one or more distribution licensees, such distribution licensees shall be the "End Procurer" and the trading licensee shall be "Intermediary Procurer" for the purpose of these Guidelines.

16. **"Procurer"** shall, as the context may require, shall mean the End Procurer, or an Intermediary Procurer.

17. **"Renewable Energy (RE) sources"** shall refer to 'solar photovoltaic' (hereinafter also referred as 'solar'), 'wind' and 'solar PV- wind hybrid' (hereinafter also referred as 'hybrid') and other renewable energy sources as notified by the Government of India from time to time.

18. **"Renewable Power" or "RE Power"** The term 'RE Power', wherever used in these Guidelines, shall refer to power from Renewable Energy sources.

19. **"RE Park"** shall refer to areas or parks developed, in accordance with the Guidelines and/or Policies issued by Central or State Governments, for setting-up of RE power projects, including Solar, Wind or Solar-Wind Hybrid Power projects.

20. **"Request for Selection"** or **"RfS"** or **"Tender"** or **"Bid Document"** shall mean the tender documents issued by the Bidding Agency, including Energy Purchase and Energy Sale Agreements as applicable, for procurement of power through a competitive bidding process under these Guidelines.

21. **"Solar"**: The term 'Solar', wherever used in these Guidelines, shall refer to Solar Photovoltaic (PV) and Solar Thermal technologies or the power plant based on such technologies.

22. **"Wind':** The term 'Wind', wherever used in these Guidelines, shall refer to Wind energy technology or the power plant based on such technology.

SECTION III: BIDDING PROCESS AND AWARD OF PROJECTS

A. PREPARATION FOR INVITING BIDS AND PROJECT PREPAREDNESS

1. Conditions to be met by Procurer

1.1. <u>Bid Documentation:</u>

a. The Procurer shall prepare the bid documents in accordance with these Guidelines, except as provided in sub clause b below.

b. The Procurer shall seek prior approval of the Appropriate Government for deviations, if any, in the draft RfS, draft BESPA, draft BESSA (if applicable) from these Guidelines, in accordance with the process described in Clause A, Section V of these Guidelines.

c. In case of an ongoing bidding under process prior to notification of these Guidelines, the provisions of the specific tender documents shall prevail.

1.2. <u>Site-related Project preparatory activities including clearances</u>

In order to ensure timely commencement of supply of electricity being procured and to convince the bidders about the irrevocable intention of the Procurer, it is necessary that various Project

preparatory activities as mentioned in Clause 1.4 and Clause 1.5 below of these Guidelines are completed in time.

1.3. Arrangements related to site

As specified in the bidding documents to be issued by the Procurers, the Project may be set up either at the Project site specified by the Procurer, or at the Project site selected by the Developer. Multiple energy injection points in gridmay be permitted, subject to provisions in the tender document. In case of multiple injection points, the capacity of Connectivity and Open Access for each individual energy injection point will be granted as per extant regulations as amended from time to time. Further, for a single Project with multiple injection points, scheduling and settlement as per Deviation Settlement Mechanism will be carried out for each injection point separately. In such cases, obligation of the Procurer will be to procure power from all or any of the points of injection, cumulatively upto the Contracted Capacity as per the BESPA, and connectivity granted at each injection point.

1.4. Project site specified by the Procurer

The Procurer may choose to locate the Project at a specified site and the same may be specified by the Procurer in the bidding documents. In such cases, to ensure timely commencement of supply of electricity, the Procurer and the Developer should ensure that various Project preparatory and implementation related activities as indicated below are completed by the respective entities as per the timelines indicated below.

Milestones	**Deadline**
Identification of 100% area of the land and substation (entails providing coordinates of land boundaries and substation location)- by the Procurer	As specified in tender documents
Provision of documents/agreements to indicate in-principle availability of 100 % of land - by the Procurer	As specified in tender documents
Tendering process	The bidding agency should try to conclude the tender within 3 months of issuance of the tender documents
Signing of BESPA	30 days after issuance of LoA (may be extended depending on tender conditions)
Signing of Land lease/right-to-use Agreement	Along with signing of BESPA
Grant of possession/right to use of 100% of land area identified (free from all encumbrances) along with forest clearance if applicable- by the Procurer	Within 60 days of signing of BESPA
Application for grant of Connectivity and Open Access by the STU/CTU (as applicable)-to be facilitated/applied for by the Procurer/BESSD	Within 30 days of issuance of LOA.
Financial Closure	In line with Clause B. of Section IV of these Guidelines.
Substation readiness for evacuation of power-by the Procurer	Matching with original SCOD of the Associated Transmission System
Other legal clearances as required-by the Procurer	15 days prior to SCD
Scheduled Commissioning Date (SCD)	In line with Clause C. of Section IV of these Guidelines.

1.5. Project site specified by the Procurer in an RE Park

The Procurer may choose to locate the Project in a specified zone characterized with proper infrastructure and access to amenities (RE Park) and the same may be specified by the Procurer in the bidding documents. The RE Park shall be developed as per the relevant Policies and/or Guidelines in this regard issued by MNRE/Central Government/State Government(foreg.“Guidelines for Development of Solar Parks”, issued by MNRE for ‘Solar Parks’). Notwithstanding this, to ensure

timely commencement of supply of electricity, the Procurer, the RE Park developerand the Project Developer should ensure that various Project preparatory and implementation related activities as indicated below are completed by the respective entities as per the timelines mentioned therein. For RE Parks, the responsibilities of the developer(s) of such Parks [for eg. Solar Power Park Developer (SPPD) in case of 'Solar Park'] shall flow from the relevant Policies and/or Guidelines for development of such Parks, issued by MNRE/Central Government/State Government and Implementation Support Agreement, if any, which defines the relationship between the developer of such park and the BESSD.

Milestones	**Deadline**
Identification of 100% area of the land and substation (entails providing coordinates of land boundaries and substation location)- by the Park Developer	As specified in tender documents
Provision of documents/ agreements to indicate in-principle availability of 100 % of land area at the initiation of bidding- by the Park Developer	As specified in tender documents
Tendering process	The bidding agency should try to conclude the tender within 3 months of issuance of the tender documents
Signing of BESPA	30 days after issuance of LoA (may be extended depending on the tender conditions)
Signing of Land lease agreement	Along with signing of BESPA
Grant of possession/right to use of at 100% of land area identified (free from all encumbrances) along with forest clearance if applicable-by the Park Developer	Within 60 days of signing of BESPA
Payment of upfront charges to the Park Developer-by the BESSD	To be paid in 3 instalments: 25% along with signing of Land lease agreement. Next 25% within 30 days of signing of Land lease agreement. Remaining 50% at the time of grant of possession/right to use of 100% of land area identified by the Park Developer
Application for Grant of Connectivity and Open Access by the STU/CTU (as per extant regulations)- to be facilitated/applied by the Park Developer	Within 30 days of issuance of LOA.
Financial Closure	In line with Clause B. of Section IV of these Guidelines.
Substation readiness for evacuation of power-by the Park Developer	Matching with original SCOD of Associated Transmission System
Other legal clearances as required-by the Park Developer	15 days prior to SCD
Scheduled Commissioning Date (SCD)	In line with Clause C. of Section IV of these Guidelines.

2. Project site selected by the BESSD

In case the Procurer does not specify a site and the Project site is selected by the BESSD, to ensure timely completion and commencement of supply of power, the bidder would be required to submit documents in respect of project milestones as per the time schedule specified herein below:

Milestones	**Deadline**
Tendering process- to be completed by the Bidding Agency	The bidding agency should try to conclude the tender within 3months of issuance of the tender documents
Signing of BESPA	30 days after issuance of LoA (may be extended depending on tender conditions)
Signing& Submission of Land related Documents	At the time of commissioning of the Project
Application for grant of Connectivity and Open Access by the STU/CTU (as applicable)	Within 30 days of LOA
Financial Closure	In line with Clause B. of Section IV of these Guidelines.
Scheduled Commissioning Date (SCD)	In line with Clause C. of Section IV of these Guidelines.

Further, the BESSD/Procurer (as applicable), within 30 days of issuance of LOA, shall apply for Connectivity/Open Access to the CTU/STU Grid (as required) for technical feasibility of Connectivity/Open Access of the plant to InSTS/ISTS substation which shall be processed as per the extant Regulations in vogue.

In addition to the documents as identified, a letter from State Transmission Utility (STU)/ Central Transmission Utility (CTU), (or RE power park developer, in case of selected site being in a RE park) as applicable, regardingconnectivity from STU/CTU, as applicable, shall be required to be submitted by the BESSD prior to commissioning of the Project. If the Project site is located in the same State as the Procurer/ End Procurer, State Government shall endeavour to provide necessary support to facilitate the connectivity of the plant to InSTS/ISTS substation.

Obtaining all other clearances prior to Project commissioning as required for Project execution, shall be entirely the responsibility of the BESSD, and the Procurer shall not be responsible in case of delay in obtaining the above / such clearances. Provisions regarding treatment of the same will be explicitly provided in the tender documents.

B. BID STRUCTURE

1. **Bid Package**

The bids will be designed in terms of total capacity of storage.The minimum Project and package sizes for the bids are indicated at Sl. B.1. of Section I above. However, in order to have economies of scale, the Procurer is permitted to specify the minimum project size, that a bidder is allowed to bid for, to be more than the above specified limits, as the case may be. Notwithstanding this, on due consideration of availability of land and transmission facility, smaller bid sizes can be kept in case of North-Eastern States, Special Category States, and Projects outside RE Parks. The Procurer may also choose to specify the maximum capacity that can be allotted to a single bidder including its Affiliates keeping in mind factors such as economies of scale, land availability, expected competition and need for development of the market.

2. **Bidding Parameters**

The Procurer may invite bids for the procurement in terms of BESS Capacity. A Capacity Procurement would entail that the Procurer pays for the availability of storage capacity. The bidding parameter, accordingly, would be:

a) Availability based fixed charge/ Annuity (INR per kW (or per MW) per year (or per month) as per terms and conditions of the Agreement and/or

b) A quantum of VGF support required by the bidder for a pre-specified fixed Tariff/ Annuity specified

The Bidding Agency may specify in the RfS, one of the above bidding parameters depending on the BESS application and the Procurer off-take arrangements, which will be specified in the RfS.

The minimum Term of the BESPA is envisaged to be 8 years which could be increased as per requirement of procurement.

C. BIDDING PROCESS

1. The Procurer shall call for the bids adopting a single stage, two part (Technical Bid & Financial Bid), bidding process to be conducted preferably through electronic mode (e-bidding). The technical bid shall be opened first. The financial bids of only those bidders who qualify in the technical bid evaluation stage, shall be opened. The Procurer will carry out e-reverse auction for selection of successful bidders, which will be specifically mentioned in the notice inviting bids and bid document. E-procurement platforms with a successful track record and with adequate safety, security and confidentiality features will be used. In case of a RE Park specific project, intimation about the initiation of the bidding process shall be given by the Procurer to the RE Power Park Developer, who has to engage actively in the bidding process by providing all the necessary land and infrastructure related details.
2. The Procurer shall invite the bidders to participate in the RfS for installation of BESS based Projects, in terms of these Guidelines.
3. The bidding documents including the RfS, draft BESPA and draft BESSA (if applicable), shall be prepared by the Procurer in consonance with these Guidelines. The Procurer shall also arrange the access of the bidders to the drafts of Implementation Support Agreement and land related agreements, in case the Project is required to be set up in a RE Park.
4. The Procurer shall publish the RfS notice in the Central/State Public Procurement Portal and/or its own website to accord wide publicity.
5. The Procurer shall provide opportunity for pre-bid conference to the prospective bidders, and shall provide written interpretation of the tender documents to any bidder which shall also be made available to all other bidders. All the concerned parties shall rely solely on the written communication. Any clarification or revision to the bidding documents shall be uploaded on the website of the Procurer for adequate information. In the event of the issuance of any revision or amendment of the bidding documents, the bidders shall be provided a period of at least 7 days there from, for submission of bids.

D. REQUEST FOR SELECTION (RFS) DOCUMENT

The standard provisions to be provided by the Procurer in the RfS shall include the following:

1. Bid Responsiveness

The bid shall be evaluated only if it is responsive and satisfies conditions including inter-alia:

(a). Bidder or any of its Affiliates should not be a wilful defaulter to any lender;

(b). 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

2. Qualification requirements to be met by the bidders

a) **General Eligibility Criteria:** Bidders participating in the tenders issued under these Guidelines should 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.

b) **Technical Eligibility Criteria:** The Government would like to encourage competition by way of increased participation. However, in order to ensure proper implementation of the Projects, the Procurer may choose to specify Technical Eligibility Criteria such as past experience of the bidders, timely execution of infrastructure projects, etc. Such criteria should be set after an assessment of the number of project developers that are expected to meet the criteria so that an adequate level of competition is achieved. Cut-off date for meeting the technical criteria should generally be kept as the last date of bid submission.

c) Financial Eligibility Criteria:

i. Net-worth/Asset Under Management (AUM) or Investible Funds: The Procurer shall specify financial criteria in the form of net-worth as a part of the qualification requirement. The net-worth requirement should be at least 20% (twenty per cent) of the estimated capital cost of the Project, for the financial year in which bids are issued. The estimated capital cost of the Project will be determined by the Bidding Agency .In case of the Bidder being a SEBI registered AIF, the cumulative value of Assets Under Management (AUM) with minimum requirement as decided by the Procurer/Intermediary Procurer shall be demonstrated as part of Financial Eligibility Criteria. 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 bidding company/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.

It is clarified that the net-worth to be considered for this clause will 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.

For the limited purpose of meeting the technical and financial eligibility criteria in the tenders, in addition to using credentials of the Affiliates having more than 50% shareholding in the bidding company, the bidders may also use credentials of those Affiliates who do not control more than 50% of the bidding company, subject to the following:

a. The qualification criteria parameters will be met proportionately to the equity contribution of the entity whose credentials are being used to meet the requirement. For example, in case of Net Worth requirement being Rs. 100 Cr., and the strength of an Affiliate is used which owns 30% of the total shareholding in the bidder, the said Affiliate should be able to meet uptoRs. 30 Cr. of the Net Worth.

b. 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.

ii. 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 resourcegeneration, bank references/line of credit, etc.

E. BID SUBMISSION AND EVALUATION

1. Formation of consortium shall be permitted, in which case the consortium shall identify a lead member which shall be the contact point for all correspondences during the bidding process.
2. The Bidding Agency will specify suitable technical and financial eligibility criteria for the bidders, in the tender documents.

3. The Procurer shall constitute a committee for evaluation of the bids (Evaluation Committee), with at least three members, including at least one member with expertise in financial matters / bid evaluation.
4. The bidders may be required to submit non-refundable processing fee and/or success fee, as specified in the RfS.
5. The bidders shall be required to submit separate technical and price bids. The bidders shall also be required to furnish necessary bid-guarantee in the form of an EMD along with the bids.
6. The technical bids shall be evaluated to ensure that the bids submitted meet the eligibility criteria set out in the RfS document on all evaluation parameters. Only the bids that meet the evaluation criteria set out in the RfS shall be considered for further evaluation on the price bids.
7. To ensure competitiveness, the minimum number of qualified Bidders should be two. If the number of qualified bidders is less than two, even after three attempts of bidding, and the Procurer still wants to continue with the bidding process, the same may be done with the consent of the Appropriate Commission.
8. The price bid shall be liable to be rejected, if the bid submitted by the Bidder contains any deviation from the tender conditions.
9. **Bid evaluation methodology to be adopted by the Procurer for evaluating the bids:**Bid Evaluation shall be carried out in terms of parameters as brought at Clause B2 above through ranking of Bids in ascending order of the Bidding Parameter. the Bidding Agency will carry out electronic reverse auction for award of Projects.
10. The detailed procedure for evaluation of the bid and selection of the successful bidder(s) shall be provided for in the RfS.

F. INDICATIVE TIME TABLE FOR BID PROCESS

The bidding process should be completed within 3 months of the date of issuance of RfS by the Procurer. It is clarified that if the Procurer gives extended time for any of the events in the bidding process, on account of delay in achieving the activities required to be completed before the event, or any other reason, such extension of time shall not in any way be construed as deviation from these Guidelines.

G. CONTRACT AWARD AND CONCLUSION

1. After the conclusion of bidding process, the Evaluation Committee constituted for evaluation of bids shall critically evaluate the bids and certify as appropriate that the bidding process and the evaluation has been conducted in conformity to the provisions of these Guidelines.
2. The BESPA shall be signed with the successful bidder/project company or an SPV formed by the successful bidder.
3. The BESPA shall be executed between BESSD and Procurer. In case of involvement of the Intermediary Procurer, BESPA shall be executed between the BESSD and Intermediary Procurer and the BESSA shall be executed between the Intermediary Procurer and the End Procurer. The BESPA(s) should preferably be signed immediately after signing of the BESSA(s).
4. The Intermediary Procurer shall enter into the Battery Storage Purchase Agreement (BESPA) / Power Purchase Agreement with the Developer(s) and enter into a Battery Storage Sale Agreement (BESSA) /Power Sale Agreement with the distribution licensee(s)/ consumer(s). The BESSA shall contain the relevant provisions of the BESPA on a back-to-back basis. The Intermediary Procurer shall be entitled to charge trading margin of seven paise/kWh or 0.5% of the Capacity Charges (as applicable) from the Buying entity / Procurer for purchase and sale of such energy/capacity..
5. As long as the Intermediary Procurer follows these Guidelines for procurement of BESS, the End Procurer(s) shall be deemed to have followed these Guidelines for procurement of such power. The power procurement for Distribution licensees in some States is centralized through a holding company or another government agency. Such companies/ agencies will be considered as Procurer and not as Intermediary Procurer for the purposes of these Guidelines.
6. In case of delay in signing of BESPAbeyond 6 months from the date of issuance of LoAs, or any other extended date as mutually agreed between the Bidding Agency and the successful bidders, the awarded capacity shall stand cancelled. In certain cases, after the above deadline, if the cumulative capacity eligible for signing of BESPAs is lower than the cumulative capacity awarded under the tender, further

course of action will be decided by the Bidding Agency, which will be clearly specified in the tender document.

7. For the purpose of transparency, the Procurer shall, after the execution of the BESPA, publicly disclose the name(s) of the successful bidder(s) and the tariff / charges quoted by them together with breakup into components, if any. The public disclosure shall be made by posting the requisite details on the website of the Procurer for at least 30 (thirty) days.

8. Subject to provisions of the Act, the distribution licensee or the Intermediary Procurer, as the case may be, should approach the Appropriate Commission for adoption of tariffs (including capacity charges, if applicable) discovered and quantum of capacity / electricity to be procured, within30 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 alongwith, the above timeline may be extended suitably.

9. In some cases, the Intermediary Procurer/Procurer may also stipulate a fixed value as one of the components of a two-part tariff. In such cases, the above fixed part of the tariff need not require any tariff adoption by the Appropriate Commission, and will be deemed to be applicable under these Guidelines.

10. Subsequent to the End Procurer/Intermediary Procurer approaching the Appropriate Commission for adoption of tariffs, in case, the Appropriate Commission does not decide upon the same within 120 days from the Effective Date of the BESPA, the Procurer(s) shall grant appropriate extension of time in financial closure deadline and scheduled commissioning date to the BESSDs, corresponding to the delay (beyond 120 days of Effective Date of BESPA) in adoption by the Appropriate Commission, till the date of adoption by the Appropriate Commission.

H. BANK GUARANTEES/PAYMENT ON ORDER INSTRUMENTS/ LETTERS OF UNDERTAKING

1. The BESSD shall provide the following instruments to the Procurer in terms of the RfS and the BESPA:

   a. Earnest Money Deposit (EMD), to be fixed by the Procurer, but not to be more than 2% (two percent) of the estimated capital cost of the Project, for the financial year in which the bids are invited, to be submitted along with response to RfS. The Bidding Agency / Procurer shall have the option to specify modes / forms of accepting EMD, taking into due consideration the notifications/Government Resolutions notified by the Appropriate Government, in the form of:

      i. Bank Guarantee(s);

      OR

      ii. "Payment on Order instrument" / Letter of Undertaking to pay in case situation of default of BESSD in terms of BESPA arises, from any agency as notified by the Government of India or State Governments from time to time, for this purpose, to be furnished by the bidders. Forfeiture of EMD or blacklisting/debarring etc, as defined in these Guidelines, shall be undertaken in the event of failure of the BESSD to execute the BESPA within the stipulated time period.

      "Payment on Order instrument" means Letter of Undertaking from any agency as notified by the Government of India or State Governments from time to time for this purpose, to pay in case situation of default of Battery Storage System Developer(BESSD) in terms of tender documents and/or Battery Storage Purchase Agreement (BESPA) arises. Such Letter(s) will have same effect as that of a Bank Guarantee issued by any public sector bank. Such "Payment on Order instrument" would have terms and conditions similar to that of any Bank Guarantee given by any public sector bank and would promise to pay the Procurer on demand within stipulated time. BESSD can seek such Letters(s) by offering due security to the above mentioned three non-banking financial institutions mentioned above. Procurer(s) shall not accept the instrument of 'Letter of Undertaking' as described above or in any other form, from any other non-banking financial institutions or bank, except from the institutions as notified above.

   b. Performance Bank Guarantee (PBG),to be fixed by the Procurer, but not to be more than 5% (five percent) of the Project cost, for the financial year in which the bids are invited, to be submitted at the time of signing of the BESPA. The Bidding Agency / Procurer shall have the option to specify

modes / forms of accepting EMD, taking into due consideration the notifications/Government Resolutions notified by the Appropriate Government, in the form of:

i. Bank Guarantee(s);

OR

ii. "Payment on Order instrument" / Letter of Undertaking to pay in case situation of default of BESSD in terms of Power Purchase Agreement (BESPA) arises, from any agency as notified by the Government of India or State Governments from time to time for this purpose.

2. In addition to the other remedies, the PBG (or the alternative provided thereto as per these Guidelines) can be encashed to recover any damages/dues of the BESSD in terms of the BESPA. It is hereby clarified that the damages/dues recovered by the Intermediary Procurer by encashing the PBG, upon the default of the BESSD under the BESPA, shall be credited to the Payment Security Fund to be maintained by the Intermediary Procurer under Clause G, Section IV of these Guidelines. PBG (or alternatives provided thereto as per these Guidelines) would be returned after deducting liquidated damages (if any), to the BESSD within 45 days of commissioning of the Project. However, Procurer / Intermediary Procurer may choose to increase such period which shall not be more than 15 months from COD and shall be clearly specified in the Bidding Documents. In case of part commissioning, PBG/Payment on Order Instrument corresponding to the part capacity commissioned, should also be released after deducting liquidated damages (if any),within the time period as specified in Bidding Documents. As an alternative to encashment of PBG/Payment on Order Instrument, the Procurer/Intermediary Procurer may also provide an option to the BESSD to furnish the requisite amount to the Procurer/Intermediary Procurer through DD/electronic payment, against release of the PBG/Payment on Order Instrument concerned without any encashments.

3. Procurer(s) may release the Bank Guarantees submitted by BESSD as 'Performance Bank Guarantee (PBG)' of any project, if the BESSD is able to replace the same with "Payment on Order instrument" / Letter(s) of Undertaking as per Clause H.1.b.ii.above, to pay in case situation of default of the BESSD in terms of BESPA arises. BESSD can seek such Letters(s) by offering due security to the notified agencies for seeking replacement of their Bank Guarantees already pledged withthe Procurer.

I. TECHNICAL SPECIFICATIONS

Procurers shall promote commercially established and operational technologies to minimize the technology risk and to achieve the commissioning of the Projects. The detailed technical parameters, for type of RE projects covered and to be selected under these Guidelines, shall be specified by Ministry of Power from time to time. An indicative list of technical specifications is brought out in Appendix-2 to these Guidelines.

SECTION IV: IMPLEMENTATION OF THE PROJECT

A. BATTERY STORAGE PURCHASE AGREEMENT (BESPA)

The draft BESPA proposed to be entered into with the successful bidder and draft BESSA (if applicable) shall be issued along with the RfS. Standard provisions to be incorporated as part of this BESPA shall include inter alia the following, which, unless otherwise specified herein, shall be provided for, on a back-to-back basis in the BESSA.

1. **Term of the BESPA**

In view of the currently prevailing life cycle of Battery systems being used without replacement, the minimum term of the BESPA period should be 8 (eight) years from the Scheduled Commissioning Date (SCD)or the date of full commissioning of the Project, whichever is later. The BESSD is free to operate the plants after the expiry of the BESPA period, in case the arrangements with the land and infrastructure owning agencies, the relevant transmission utilities and system operators so provide. It is hereby clarified that in cases where the Project site is specified by the Procurer to be located either in a RE Park or otherwise, the responsibility of the Procurers to arrange for the land in terms of Clauses A.1.1.4 and A.1.1.5 of Section III of the Guidelines shall be limited for the BESPA period.

2. **Performance Parameters of the Project**

The procurement of power could either be in capacity (kW/MW) and/or energy (kWh/MWh) terms.

a) The bidding documents may specify performance parameters such as availability, charging/discharging rate, efficiency, ramp rate, etc. In case of availability being a performance parameter in a tender, in order to ensure the End Procurer's requirements are met, minimum availability to be maintained by the BESS should be specified in the RfS. Further, based on the specific usage of the BESS envisaged under the tender, the BESSD may be required to meet the minimum monthly and / or Annual Availability requirements, or to declare availability on a day-ahead basis. The minimum availability criteria to be met may also be limited to the specified hours in a day/peak hours in a day, on which the shortfall in meeting such criteria will be calculated. The hours of storage and the performance parameters may be decided by the Procurer.

b) Procurement of capacity (MW) and scheduling for energy

In case procurement is done for scheduling of energy in various time blocks, the Procurer will mention the capacity with clear conditions on "minimum availability to be provided by the BESSD and minimum off take energy schedule to be provided by the procurer". In such projects, the minimum off-take and availability should not be less than "xx%" of the contracted capacity.

- Availability based Capacity charge: Irrespective of scheduling of energy by the procurer, the Procurer shall pay the capacity charge for the capacity made available by the BESSD.
- If the BESS is charged by the Procurer, the BESSD will deliver the energy back after accounting for pre-specified conversion losses.
- If the energy also provided by the BESSD, the Procurer shall pay for the pre-quoted energy charge, for the energy supplied also. However, the Procurer would guarantee the minimum monthly and annual off take guarantee of power.
- Fixed charge: For the difference energy between the availability proposed by BESSD and scheduled by the Procurer, the Procurer shall pay pre-defined fixed charge which can be defined as xx % of the tariff."xx%" in the above provisions shall be determined as per the bidding documents.

c) **Liquidated Damages on account of shortfall in meeting performance criteria:**There will be liquidated damages payable for shortfalls against the performance parameters, the amount will be:

(i) On pro-rata basis for the shortfall below the committed capacity availability @ capacity charge or any number predefined in RfS.

(ii) On pro-rata basis for the shortfall in supply of committed energy at the tariff or any number predefined in RfS.

(iii)theBESSD shall pay for the Energy loss in excess of guaranteed parameter (as stipulated in the RfS Document) @ Tariff of input energy provided by the procurer or any number predefined in RfS.

(iv) For any performance deviations, related to the parameters for ancillary services, the predefined liquidated damages defined by the procurer in the RfS shall be levied.

(v) Any other Liquidated Damages as defined in the RfS Document

d) The amount of the liquidated damages as specified under the Bidding Documents or BESPA or in the BESSA is genuine and reasonable pre-estimate of the damages that may be suffered by the Procurer/Intermediary Procurer(s)..

3. **Replenishing**

The BESSDs will be free to replenish the battery capacity time to time during the BESPA duration at their cost and expense to meet the performance criteria. However, the Procurer will be obligated to buy power only within the performance range as specified in the BESPA and at the charges applicable as per the existing agreements. Provisions for treatment of excess supply (if any) shall be specified in the Bidding Documents to be issue by End Procurer / Intermediary Procurer. Change in Law compensation / payment shall be limited to the Contracted capacity only. .

B. FINANCIAL CLOSURE

1. The BESSD shall attain the Financial Closure in terms of the BESPA, within the date which is 12 months of the Date of Signing of the Battery Energy Storage Purchase Agreement.However, if for any reason, the time period for attaining the financial closure needs to be reduced than that provided in these Guidelines, the Procurer can do the same.

2. Failing the aforesaid, the Procurer/Intermediary Procurer shall encash the PBG/POI unless the delay is on account of delay in allotment of land by the Procurer in terms of Clause A.1.1.4 and Clause A.1.1.5 of Section III of these Guidelines or delay in allotment of land by the Government not owing to any action or inaction on the part of the BESSD or is caused due to a Force Majeure. An extension for attainment of the financial closure can however be considered by the Procurer, on the sole request of the BESSD, on payment of extension charges of Rs. 1,000 per MW per day of delay in financial closure. This extension will not have any impact on the Scheduled Commissioning Date (SCD). Any extension charge paid so, shall be returned to the BESSD without any interest on achievement of successful commissioning of full Project capacity within the SCD. In other cases, such penalty / extension charges will be credited to the Payment Security Fund maintained by the Procurer / Intermediary Procurer.

3. Any delay in adoption of tariff by the Appropriate Commission, beyond 120 days after Effective Date of BESPA shall entail a corresponding extension in financial closure deadline.

C. COMMISSIONING

1. **Part Commissioning**

a. Part commissioning of the Project shall be accepted by the Procurer subject to the condition that the minimum capacity for acceptance of first part commissioning shall be 50% of Project Capacity or 50 MW, whichever is lower, without prejudice to the imposition of penalty, in terms of the BESPA on the part which is not commissioned. For ISTS-connected Projects, the minimum part commissioning capacity for the 1st part will be 50 MW. The total number of instalments in which a Project can be commissioned will be not more than 3, i.e., 1stinitial instalment and 2 subsequent instalments. However, the Scheduled Commissioning Date (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 of minimum 8 years from the SCD or date of full commissioning of the Project capacity, whichever is later.

b. 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.

c. For capacity procurement contracts, 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 will be based on the sole discretion of the procurer/intermediary procurer. If the procurer/intermediary procurer are not interested to consider procurement of the part capacity till commissioning, the part commissioned capacity will be allowed to sell in the open market till SCD

2. **Early Commissioning**

The BESSD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the SCD subject to availability of transmission connectivity and/or open access, if applicable. In cases of early part commissioning, till SCD, the BESSD will be free to sell the electricity generated / battery capacity, to any entity other than the Procurer(s), provided that the first right of refusal will be vested with the Procurer(s). The Procurer(s) /Intermediary Procurer shall provide refusal within 15 (fifteen) days from the receipt of the request, beyond which it would be considered as deemed refusal. In cases of early commissioning of full Project capacity prior to SCD, in case the Procurer agrees to purchase such early commissioned power, the Procurer/Intermediary Procurer shall purchase the generation at BESPA/BESSA tariff, as applicable.

3. **Commissioning Schedule**

a. The BESSD shall commission the Project, in terms of the BESPA, as per following timelines:

i. In case of Project capacity upto (and including) 250 MW, the Scheduled Commissioning Date (SCD), i.e., the maximum timeline for commissioning of Projects without any liquidated damages, shall be the date as on 18 months after the Effective Date of the BESPA.

ii. In case of Project capacity more than 250 MW, the SCD shall be the date as on 24 months after the Effective Date of the BESPA.

However, if for some reason, the scheduled commissioning period needs to be reduced than that provided in these Guidelines, the Procurer can do the same, subject to confirmation from CTU/STU regarding evacuation margins in ISTS/Intra-STS transmission system.

b. Subject to the provisions of these Guidelines regarding Force Majeure, delay in commissioning beyond the Scheduled Commissioning Date, shall involve liquidated damages levied on the BESSD, as detailed below:

i. For delay in commissioning upto9months after SCD, the BESSD shall be levied liquidated damages in the form of encashment of the PBG/POI on a per-day basis, pro-rata to the Contracted Capacity not commissioned. Payment of such liquidated damages could be done as follows:

- By direct payment of the damages of to the Procurer/Intermediary Procurer
- By encashment of the BG/POI

The BESSD would have the option of choosing between these two options and the time period for making this choice will be specified in the BESSA/BESPA.

ii. For delay in commissioning beyond 9 months after SCD, Contracted Capacity shall be reduced to the project capacity commissioned upto9monthsafter SCD, the entire Performance Guarantee will be encashed by the Procurer/Intermediary Procurer and the BESPA for the Project shall stand terminated for the balance un-commissioned capacity.

iii. However, if for some reason, the above period of liquidated damages needs to be reduced than that provided in these Guidelines, the Procurer can do the same.

c. Any delay in adoption of tariff (including capacity charges, if any) by the Appropriate Commission, beyond 120 days after Effective Date of the BESPA, shall entail a corresponding extension in SCD.

d. Land arrangements:It may be noted that commissioning/ part-commissioning of the Project will not be declared until the BESSD submits documents/ Lease Agreement to establish possession/ right to use of the required land, corresponding to full/ 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 full / part commissioning.

4. **Delay in Commissioning on account of delay in Connectivity/Grid Access Operationalisation:**

In certain Projects, Connectivity and Grid Access shall be required to be submitted by the BESSD prior to commissioning of the project. Subsequent to grant of connectivity, in case there is a delay in grant/operationalisation of Grid Access by the CTU/ STU and/or there is a delay in readiness of the ISTS/ InSTS substation at the Delivery Point/Injection Point, including readiness of the power evacuation and transmission infrastructure of the ISTS/ InSTS network until SCD of the Project, and it is established that:

i. The BESSD has complied with the complete application formalities as per the Connectivity Procedure.

ii. The BESSD has adhered to the applicable Procedure in this regard as notified by the CERC/ SERC/JERC/CTU/ STU, and

iii. The delay in grant of connectivity/ Grid Access by the CTU/ STU and/or delay in readiness of the ISTS/ InSTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS/ InSTS network, is a factor attributable to the STU/ CTU/ 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 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 Procurer / Intermediary Procurer.

D. COMMERCIAL OPERATION DATE (COD)

In case of part commissioning, Commercial Operation Date (COD) will be declared only for that part of project capacity. The Commercial Operation Date (COD) of the project [Project COD] shall be considered as the next day after the actual date of 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.

The BESSD shall obtain necessary safety clearances from the Central Electricity Authority/CEIG prior to commissioning of the Project.

Commissioning shall be as per the Commissioning Procedure as per provisions specified in the Bidding Documents.

E. TRANSMISSION CONNECTIVITY

1. The Project shall be designed for inter-connection with InSTS / ISTS substation, either directly, or through a Pooling Substation where other projects also inter-connect prior to the InSTS / ISTS substation, through a transmission network as per applicable regulations, at the appropriate voltage level, as specified by the Procurer/STU/CTU, in line with the applicable CERC/SERC Regulations. The entity responsible for the construction of the relevant transmission infrastructure shall be clearly specified in the bidding documents. Depending on the implementation arrangements and design of the evacuation system, the capital costs of the transmission lines and substations prior to the InSTS / ISTS substation may either be directly paid by the BESSD, or paid by the RE park developer or another implementation agency and claimed from the BESSD as directly attributed or apportioned and recovered in lump sum or as payments over the years.
2. In cases, where the Project site is not specified by the Procurer, the responsibility of getting Connectivity and Grid Access to the transmission system owned by the STU / CTU/ Transmission Licensee will lie with the BESSD and shall be at the cost of the BESSD. In this regard, the Bidding Agency, in consultation with the CTU/STU, may provide a list of substations, from which the bidders may choose the delivery points in a particular tender.
3. In cases, where the Project site specified by the Procurer is not in a RE Park, the Procurer could choose to require the BESSD to bear the responsibility and cost of getting Transmission Connectivity and Grid Access.
4. In cases where the Procurer specifies a RE Park, where the Project is to be located, damages, fines and charges imposed by the CTU/ STU under any statute or regulation in relation to delay in commissioning of Project shall be payable by the BESSD to the extent the delay is attributable to the BESSD and the balance shall be payable by the Procurer.
5. The benefit of waiver of Inter-State Transmission System (ISTS) charges and losses, if any, as per the extant regulations/directions in this regard, will be applicable on the Projects.
6. The Metering Point, which is the point at which energy supplied to the Procurer shall be measured, shall be the low voltage bus bar of the InSTS / ISTS substation at which the power is injected in the transmission system of STU/CTU or any additional point(s) as specified in the Bidding Document. Unless otherwise provided, the transmission of power up to the point of interconnection where the metering is done for energy accounting shall be the responsibility of the BESSD at his own cost.
7. In case of RE Park, the metering point (as specified in the Bidding Document) is the final evacuation InSTS / ISTS substation with which the internal transmission from all the pooling substations is connected. All expenses including but not limited totransmission / wheeling charges and losses etc. between the Project and the Metering Point shall be paid by the BESSD without any reimbursement by the Procurer. All expenses including ‘transmission charges and losses’ (if any) and ‘wheeling charges and losses’ in relation to the transmission and distribution beyond the Metering Point shall be borne by

the Procurers, except as provided specifically in the RfS. Arrangements shall be put in place for billing by the RE Park Developer to the Projects/BESSDs or any other entity, as the case may be who may in turn, recover the same directly from the Procurer.

8. For interconnection with grid and metering, availing Open Access and commercial accounting & settlement, the BESSDs shall abide by the provisions of the CERC Regulations/Procedure & RE connectivity procedure and the various CEA Regulations/Standards including Grid Code, Technical Standards as issues by CEA in this regard, Grid Connectivity Regulations, Regulations on Communication System for transmission of electricity and other regulations (as amended from time to time) issued by Appropriate Commission and CEA.
9. The BESSD shall comply with CERC/ SERC/ JERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities applicable in this regard.
10. The transmission connectivity to the BESSD may be provided by the CTU/ STU, as the case may be, prior to commissioning of the project on the request of the BESSD, to facilitate testing and allow flow of infirm power generated into the grid, subject to existing conditions and such application should be made within the stipulated timeline as specified in the Applicable Regulations.
11. In case of BESS projects as transmission element, the project would planned in tandem with transmission network, and associated RE projects. In case of delay of RE projects associated in the associated network, the capacity charge payable to the to the BESS provider shall be levied on the RE project developers on pro-rata basis by intermediary procurer

F. COMPENSATION FOR OFFTAKE CONSTRAINTS

The Procurer may be constrained to reduce off-take of the power scheduled/offered by the BESSD on account of a Backdown and limited to such case, the applicable Compensation shall be as under.

1. **Compensation due to reducedofftake by the Procurer**

a) BESSD shall not be eligible for any compensation in case of Capacity Contract. However, Capacity Charge / Tariff as per Agreement shall be paid to BESSD for such cases also.

G. PAYMENT SECURITY MECHANISM

The Procurer shall provide adequate payment security measures, as specified below.

1. **Scenario 1: Direct Procurement by End Procurer from BESSD**

The Procurer shall provide payment security to the BESSD through:

a. **Revolving Letter of Credit (LC)** of an amount not less than 1 (one) months' average billing from the Project under consideration.

AND

b. **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.

c. As a combination of the above two mechanisms, the Procurer shall provide a total payment security for a total of 4 (four) months' energy billing, out of which, LC should be provided for a minimum period of 1 month's energy billing.

d. In addition to payment security as per clauses (a) & (b) above, the Procurer may also choose to provide **State Government Guarantee**, in a legally enforceable form, ensuring that there is adequate security to the BESSD, both in terms of payment ofenergy charges and termination compensation if any. This will not be applicable in case the Procurer is a transmission utility or a system operator.

2. **Scenario 2: Intermediary-Procurer procures from the BESSD and sells to the End Procurer**

a. **Payment Security by Intermediary Procurer to the BESSD:**

The Intermediary Procurer shall provide payment security to the BESSD through:

i. **Revolving Letter of Credit (LC)** of an amount not less than 1 (one) months' average billing for the Project under consideration.

AND

ii. **Payment Security Fund**, which shall be suitable to support payment of at least 3 (three) months' billing of all the Projects tied up with such fund. For the purpose of this Payment Security Fund, the Intermediary Procurer will collect a non-refundable amount of Rs. 5.0 Lacs/MWh (Rupees Five Lacs per MWh) from the BESSD(s) as one of the routes for strengthening the Payment Security Mechanism pool. Such charges shall be stipulated clearly in the RfS and shall go to the Payment Security Fund (along with accrued interest) set up by the Government of India for such Intermediary Procurer.

b. **Payment Security by End Procurer to Intermediary Procurer:**

The End Procurer shall provide payment security to the Intermediary Procurer through:

i. **Revolving Letter of Credit (LC)** of an amount not less than 1 (one) months' average billing for the Project(s) under consideration.

OR

ii. **State Government Guarantee**, in a legally enforceable form, such that there is adequate security, both in terms of payment of energy charges and termination compensation if any [for the purpose of this clause, the Tri-Partite Agreement (TPA) signed between Reserve Bank of India, Central Government and State Government shall qualify as State Government Guarantee covering the security for payment of energy charges]. The Intermediary Procurer shall ensure that upon invoking this guarantee, it shall at once, pass on the same to the BESSD, to the extent the payments to the BESSD in terms of the BESPA are due. Provided that, in cases where the End Procurer is neither covered by Tri-Partite Agreement (TPA) nor is able to provide the State Government Guarantee, the following, shall be adopted:

In case a particular Procurer does not provide State Government Guarantee as part of the payment security, the LC amount will be enhanced to 2.1 times the average monthly billing.

iii. In addition to payment security as per clauses (i) & (ii) above, the End Procurer may also choose to provide **Payment Security Fund**, which shall be suitable to support payment of at least 3 (three) months' billing of all the Projects tied up with such fund.

It is hereby clarified that the State Government guarantee shall be invoked only after the Intermediary Procurer has been unable to recover its dues under the BESPA by means of the Letter of Credit and the Payment Security Fund, if any.

H. FORCE MAJEURE

1. Definition of Force Majeure

A 'Force Majeure' (FM) would mean one or more of the following acts, events or circumstances or a combination of acts, events or circumstances or the consequence(s) thereof, that wholly or partly prevents or unavoidably delays the performance by the Party (the Affected Party) of its obligations under the relevant BESPA, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices.

a) Act of God, including, but not limited to lightning, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, pandemic, cyclone, typhoon or tornado if it is declared / notified by the competent state / central authority / agency (as applicable), or verified to the satisfaction of Procurer; if a hydro power plant is a part of the package of the RE project to be set up the bidder, then in such case drought may be considered a relevant Force Majeure event for the hydro power plant component of the RE project.

b) Radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Power Project by the Affected Party or those employed or engaged by the Affected Party.

c) The discovery of geological conditions, toxic contamination or archaeological remains on the Project land that could not reasonably have been expected to be discovered through an inspection of the Project land and/or as per prudent industry practices.

d) Exceptionally adverse weather condition which are in excess of the statistical measure of the last hundred (100) years.

e) Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action, or Industry-wide strikes and labour disturbances, having a nationwide impact in India.

f) Nationalisation or any compulsory acquisition by any Indian Governmental Instrumentality/ State Government in national interest or expropriation of any material Project assets or rights of the BESSD, as a result of which the BESSD or its shareholders are deprived (wholly or partly) of their rights or entitlements under the BESPA. Provided that such action does not constitute remedies or sanctions lawfully exercised by the Procurer or any other Government Authority as a result of any breach of any of the Applicable Laws or the Applicable Permits by the BESSD or the BESSD related parties.

2. Force Majeure Exclusions

Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

a. Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Power Project;

b. Delay in the performance of any contractor, sub-contractor or their agents;

c. Non-performance resulting from normal wear and tear typically experienced in power generation materials and equipment;

d. Strikes or labour disturbances at the facilities of the Affected Party;

e. Insufficiency of finances or funds or the agreement becoming onerous to perform; and

f. Non-performance caused by, or connected with, the Affected Party's: (i) Negligent or intentional acts, errors or omissions, or lack of due diligence expected from any prudent and rational human being; (ii) Failure to comply with an Indian Law; or (iii) Breach of, or default under this Agreement.

3. Notification of Force Majeure Event

a) The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than fifteen (15) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement. The Party who receives the Force Majeure Notification, shall take a decision on the claim of occurrence of Force Majeure Event, within 30 days of the receipt of the intimation, accompanied with supporting documents available with the Affected Party.

b) Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under the BESPA. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular (and not less than weekly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure Event.

c) The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the

performance of its rights or obligations under the BESPA, as soon as practicable after becoming aware of each of these cessations.

4. Performance Excused

a) The Affected Party, to the extent rendered unable to perform its obligations or part of the obligation thereof under the BESPA as a consequence of the Force Majeure Event, shall be excused from performance of the obligations, provided that the period shall not exceed 180 (one hundred and eighty) days from the date of issuance of the FM Notice, or any extended period as mutually agreed. The Parties may mutually agree to extend the period for which performance is excused due to a Force Majeure Event. However, in case of the FM continuing upto a period of 180 days or any extended period as mutually agreed, either Party has the right to terminate the BESPA.

b) For the time period, as mutually agreed by the Parties, during which the performance shall be excused, the BESSD shall be entitled for a day-to-day extension of the period provided for Financial Closure or Scheduled Commissioning Period or the BESPA period, as the case may be. The Term of the BESPA and BESSA will be suitably extended as per the above extension.

c) Provided always that a Party shall be excused from performance only to the extent reasonably warranted by the Force Majeure Event.

d) Provided further that, nothing shall absolve the Affected Party from any payment obligations accrued prior to the occurrence of the underlying Force Majeure Event.

5. No Liability for Other Losses

Save as otherwise provided in these Guidelines, no Party shall be liable in any manner, whatsoever, to the other Parties in respect of any Loss relating to or arising out of the occurrence or existence of any Force Majeure Event.

6. Resumption of Performance

During the period that a Force Majeure Event is subsisting, the Affected Party shall, in consultation with the other Parties, make all reasonable efforts to limit or mitigate the effects of such Force Majeure Event on the performance of its obligations under the BESPA. The Affected Party shall also make efforts to resume performance of its obligations under this Agreement as soon as possible and upon resumption, shall notify other Parties of the same in writing. The other Party shall afford all reasonable assistance to the Affected Party in this regard.

7. Termination Due to Force Majeure Event

a) If, prior to the completion of the 180-day period (or any extended period) for a Force Majeure Event commencing from the date of issuance of the Force Majeure Notice, the Parties are of the reasonable view that a Force Majeure Event is likely to continue beyond such 180-day period or any extended period agreed in pursuance of Clause 4 above (Performance Excused); or that it is uneconomic or impractical to restore the affected Unit, then the Parties may mutually decide to terminate the BESPA, and the termination shall take effect from the date on which such decision is taken.

b) Without prejudice to the provisions of Clause 7 (a) above, the Affected Party shall, after the expiry of the period of 180 days or any other mutually extended period, be entitled to forthwith terminate the BESPA in its sole discretion by issuing a notice to that effect.

c) On termination of the BESPA pursuant to Clause7(b):

i. In case of termination on account of an event listed as Force Majeure as per Clauses 1. (a), (b), (c) and (d) above, no Termination Compensation shall be payable to the BESSD.

ii. In case of termination at the instance of the BESSD, on account of an event listed as Force Majeure as per Clauses 1. (e) and (f)above, the Procurer will have the option to (but will not be obliged to) take-over the Project assets by paying the Debt Due. In case the Procurer chooses not to exercise the above option, and the same is not agreed to by the BESSD, it will result in a dispute as per the BESPA, and will be resolved as per the Dispute Resolution mechanism under the BESPA.

iii. The BESSD shall be eligible for undisputed payments under outstanding Monthly Bill(s), before the occurrence of Force Majeure Event.

8. The provisions of Force Majeure contained herein above related to the BESPA affecting the BESSD or the Intermediary Procurer, as the case may be, shall be read mutatis mutandi as the provisions of Force Majeure under the BESSA and the Force Majeure affecting the End Procurer under the BESSA shall be read as Force Majeure affecting the Intermediary Procurer under the BESPA and similarly the Force Majeure affecting the BESSD under the BESPA shall be read as Force Majeure affecting the Intermediary Procurers under the BESSA.

I. EVENT OF DEFAULT AND THE CONSEQUENCES THEREOF

While detailed provisions with regard to the event of default of the concerned parties and its resulting consequences shall be detailed in the BESPA/BESSA, this clause lays down the broad principles of contractually dealing with the default of the BESSD and the Procurers (excluding the Intermediary Procurer).

1. BESSD Event of Default and the consequences thereof

a) In the event the BESSD fails to supply power in terms of the BESPA, or assigns or novates any of its rights or obligations contrary to the terms of the BESPA, or repudiates the BESPA, or effectuates a change in control or shareholding of its promoters in breach of the provisions of the BESPA, or commits any other acts or omissions or commissions, as laid down in the BESPA and is also unable to cure any of the aforesaid within the cure period, as may be provided in the BESPA, the BESSD shall be construed to be in default.

b) Upon being in default, the BESSD shall pay to the Procurer, damages, equivalent to energy payments corresponding to the declared minimum performance criteria as per the BESPA for 6 (six) months, or balance BESPA period whichever is less, for its contracted capacity. The Procurer shall have the right to recover the said damages by way of forfeiture of bank guarantee, if any, without prejudice to resorting to any other legal course or remedy.

c) In addition to the levy of damages as aforesaid, in the event of a default by the BESSD, following sequence of events will be followed:

i. Project lenders will have the first right of substitution of the BESSD, within a specified time period.

ii. In case the lender is unable to substitute the BESSD within the above specified timeline, the Procurer will have the right (but will not be obliged) to takeover the Project assets, by paying to the BESSD, a compensation as mutually decided by the Procurer and the lender.

iii. In case the Procurer chooses not to exercise the above option, or the Procurer and the lender are unable to come to an agreement the lenders may liquidate the Project assets and recover their dues, as the last resort.

2. Procurer Event of Default and the consequences thereof

a) If the Procurer is in default on account of reasons including inter-alia failure to pay the monthly and/or supplementary bills within the stipulated time period or repudiation of the BESPA, the defaulting Procurer shall, subject to the prior consent of the BESSD, novate its part of the BESPA/BESSA to any third party, including its Affiliates within the stipulated period. In this case, the Procurer shall pay amount equivalent to 3 (three) months of energy billing based on the declared availability, or balance BESPA period, whichever is less, for its contracted capacity, with the Project assets being retained by the BESSD, and exit from the BESPA/BESSA. In case of direct procurement by the Procurer from the BESSD, the above payment will be made by the Procurer to the BESSD. In case of procurement of power through an Intermediary Procurer, the above payment will be made by the End Procurer to the Intermediary Procurer.

b) In the event the novation of the BESPA is not acceptable to the BESSD, or if no offer of novation of BESPA is made by the defaulting Procurer within the stipulated period, then the BESSD may terminate the BESPA and choose to either continue operating the project by itself finding an alternate procurer or to discontinue the operation of the project. If the BESSD chooses to continue operating the project, the Procurer will pay to the BESSD, 'termination compensation' equivalent to 6 (six) months of energy billing corresponding to the declared availability, or balance BESPA period whichever is less, for its contracted capacity.

c) If the BESSD decides to discontinue the operation of the Project, it may require the defaulting Procurer to make a payment of the 'termination compensation' which will be equivalent to the amount of the Debt due and 110% (one hundred and ten per cent) of the Adjusted Equity, less Insurance Cover if any.

d) In the scenario of procurement by more than one Procurer through an Intermediary Procurer under a single tender, the Intermediary Procurer may provide for suitable provisions to deal with default by one or more Procurers under their respective BESSAs.

e) In the event of termination of BESPA, any damages or charges payable to the STU/ CTU, for the connectivity of the plant, shall be borne by the Procurer.

Note: In all cases, the lenders may also step in where appropriate as provided in the financing documents.Further, in all cases, the defaulting Party will be required to pay the applicable compensation within 3 months from the due date of such payment, subsequent to which, the defaulting Party will be required to pay a monthly interest @1% of the compensation.

J. CHANGE IN LAW

1. In these Guidelines, the term 'Change in Law' shall refer to the occurrence of any of the following events, after the last date of the bid submission, which have a direct effect on the Project, leading to corresponding changes in the cost requiring change in tariff, and includes(i) a change in interpretation of any law by a competent court; or (ii) the enactment of any new law; or (iii) a change in any domestic tax, including duty, levy, cess, charge or surcharge by the Central Government, State Government or Union Territory administration leading to corresponding changes in the cost; or; or (iv) a change in any condition of an approval or license obtained or to be obtained for purchase, supply or transmission of electricity, unless specifically excluded in the agreement for the purchase, supply or transmission of electricity, which results in any change in the cost;. However, Change in Law/ Regulation shall not include (i) any change in taxes on corporate income or any change in any withholding tax on income or dividends, or (ii) change in respect of deviation settlement charges or frequency intervals by an Appropriate Commission. The term "law" in this provision, includes any Act, Ordinance, order, bye-law, rule, regulation, notification, for the time being in force, in the territory of India..

2. In the event a Change in Law results in any adverse financial loss/ gain to the BESSD/Procurer then, in order to ensure that the BESSD/Procurer is placed in the same financial position as it would have been had it not been for the occurrence of the Change in Law / Regulation, the BESSD/ Procurer shall be entitled to compensation by the other party, as the case may be. Compensation payment on account of such 'Change in Law' shall be determined and shall be effective from such date as may be decided by the Appropriate Commission.

3. **Compensation payable on account of Change in Law:**

a. In case of Change in Law taking place prior to commissioning of the Project, the compensation will be passed through on in the form of increase/decrease in the tariff, linked with increase/decrease in the Project cost, which will be automatically paid through the monthly energy billing. The pass through in this case shall be effective from date of commissioning of the Project. The bidding documents shall contain the appropriate formula/provision to calculate the applicable increase/decrease in the tariff.

b. In case of Change in Law taking place subsequent to commissioning of the Project capacity, and changes in taxes/duties/cess etc. are defined as a percentage or the ratio of the tariff, the changes will be automatically passed on as appropriate increment/decrement in the tariff, and will be paid through monthly energy billing.

c. In the above two cases, the pass through according to the formula stipulated in the BESPA, will come into effect automatically after 60 days of submission of the all the necessary documents by the affected party to substantiate its claim for relief under such change in law event.

d. Truing up of the calculations on account of the above Change in Law events will be done by the Appropriate Commission. In the event of any decision by the Appropriate Commission which modifies or cancels any changes in the tariff, recovery/additional payment of the amount already paid until then, will be done suitably.

e. In case of Change in Law during the operational period of the Project, and where such change is not applicable as an automatic modification in the tariff, suitable compensation will be provided as decided by the Appropriate Commission.

f. In case a Change in Law results in delay in commissioning, where cause and effect between these two can be clearly established, the Procurer may provide suitable extension to financial closure and commissioning deadlines of the Project.

K. MINIMUM PAID UP SHARE CAPITAL TO BE HELD BY THE PROMOTER

1. The successful bidder, if being a single company, shall ensure that its shareholding in the SPV/ project company executing the BESPA shall not fall below 51% (fifty-one per cent) at any time prior to Commercial Operation Date (COD). 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. Further, in case the Project is executed by the successful bidder itself, it shall ensure that the controlling shareholding of the bidding company/consortium remains unchanged until the COD.The successful bidder shall provide the information about its shareholding to the Procurer before signing of the BESPA with Procurer.
2. Any change in the shareholding after the COD can be undertaken under intimation to Procurer.
3. In the event the BESSDis in default to the lender(s), lenders shall be entitled to undertake "Substitution of Promoter" in concurrence with the Procurers.

L. CONSTRUCTION & PERFORMANCE MONITORING

All grid-connected projects, covered under these Guidelines, must install necessary equipment to continuously record the Project's performance. The BESSD will be required to submit this data to Authorities / Agencies as specified in the RfS Document, online for the entire duration of BESPA. In this regard, they shall also mandatorily grant access to Procurer and MNRE or any other designated agency, to the remote monitoring portal of the power plants on a 24×7 basis. Geo-tagging of the Projects shall be mandatory.

M. ROLE OF STATE NODAL AGENCIES AND OTHER FACILITATORS

The State Nodal Agencies appointed by respective State Governments will provide necessary support to facilitate the required approvals and sanctions in a time bound manner so as to achieve commissioning of the projects within the scheduled timeline. This may include facilitation in the following areas:

i. Co-ordination among various State and Central agencies for speedy implementation of projects.

ii. Support during commissioning of projects.

SECTION V: MISCELLANEOUS PROVISIONS

A. DEVIATION FROM PROCESS DEFINED IN THE GUIDELINES

In case there is any deviation from these Guidelines, the same shall be subject to prior approval by the Appropriate Government.

B. DISPUTE RESOLUTION MECHANISM

The Government of India can issue suitable orders providing for a dispute resolution mechanism at the Centre and request the State Government to consider such a mechanism at the State Level. These dispute Resolution Mechanisms will be additional forums beyond the provisions of the law and can be used by the relevant parties at their option.

C. APPLICABLE LAWS AND REGULATIONS

All activities / procurement being undertaken under these Guidelines will be subject to applicable laws and regulations of the Government, as amended from time to time.

Appendix-1

Notes regarding timelines indicated at Clauses 1.4 and 1.5 of Section III of these Guidelines

a) Lease/Right to use tenure should ideally be at least concurrent with Term of the BESPA. However, lesser lease period may be allowed depending on the applicable laws in the respective States. In such cases, failure by government entities to extend the land lease/ right to use should be included as a Force Majeure event that would require compensation to be paid by the Procurer to the BESSD, provided the above event results in the Project not being allowed to operate.

b) Payment schedule for payment of land lease/rental charges by the BESSD, will be clearly specified in the RfS/BESPA documents and changes from the above schedules will not be considered as a deviation from these Guidelines that requires approval.

c) In case of site identified by the Procurer, if a particular milestone is not within the operational domain of the Procurer, the Procurer will on best endeavour basis, support the facilitation in securing necessary approval from the concerned authorities within the above timelines.

d) In case of Projects being set up in an RE Park, the timelines for fulfilment of obligations by the RE Park Developer as identified above may be required to be aligned with the timelines as provided in the respective RE Park Guidelines issued by the Government of India.

e) In case of Projects being set up in an RE Park, the above timelines will form part of the Land Lease Agreement/Right to Use Agreement to be executed between the BESSD and Park Developer. There will be another Agreement executed between the two entities, called as "Implementation Support Agreement (ISA)", which will clearly specify, among other items, roles and responsibilities of each Party of the Agreement. The facilities to be provided by the Park developer in line with the applicable RE Park Guidelines will be clearly identified in the above Agreement, and milestones of essential and non-essential infrastructure activities to be undertaken, along with additional payment terms, if any, to be indicated without any ambiguity.

f) In both the above scenarios, delay in fulfilment of any milestone under the obligation of the Procurer/Park Developer, will result in suitable extension of BESPA signing, FC and SCD deadlines. The same will be suitably brought out in the RfS, BESPA, ISA and Land Lease Agreements.

g) In case of delay in payment by the BESSD towards its obligations, the respective Agreements will stipulate the applicable liquidated damages to be levied on the BESSD.

h) In case of delay in signing of any Agreement and/or delay in making payments due to the reasons solely attributable to the BESSD, there will not be any extension in the Project milestones.

Appendix-2

Technical Parameters of BESS, BESS Characterization and Performance Parameters

A. Codes and Standards

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

Standard	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	Batteries for Use in Stationary, Vehicle	Either UL 1642 or

62619 (battery) + IEC 63056 (battery))	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	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
Power Conditioning Unit Standards for BESS		
IEC 62909-1	Bi-directional grid connected power converters - Part 1: General requirements	
IEC 62909-2 (if applicable)	Bi-directional grid-connected power converters - Part 2: Interface of GCPC and distributed energy resources	
IEC 61683 Ed.1	Photovoltaic systems - Power conditioners - Procedure for measuring efficiency	
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)	

B. General Specifications

1. **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.
2. **Other Sub-systems/Components:** Other subsystems/components used in the BESS must also conform to the relevant international/national Standards for Electrical Safety besides that for Quality required for ensuring Expected Service Life and Weather Resistance.
3. **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.
4. **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.

5. **Warranty:** BESSD shall procure performance guarantees 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.

C. 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 the concerned authorities/organizations on line and/or through a report on regular basis every month for the entire duration of contract.

b. The SPDs shall provide access to the concerned authorities/organisations or their authorized representatives for installing any additional monitoring equipment to facilitate on-line transfer of data.

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

d. The plant SCADA should be OPC version 2.0a (or a later version including OPC UA) compliant and implement appropriate OPC-DA server as per the specification of OPC Foundation. All data should be accessible through this OPC server for providing real time online data (BESS parameters) to the concerned authorities/organisations. This time series data shall be available from the Project SCADA system to facilitate monitoring and should include among others as stated before, 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.

D. Safe Disposal of unit Batteries from the BESS

The Developer will comply with the requirements under Hazardous & other Waste (Management and Transboundary 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.

GHANSHYAM PRASAD, Jt. Secy.

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SURENDER MAHADASAM
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Date: 2022.03.11 12:58:41 +05'30'

F.No. 48-15/7/2025-NRE SECTION
Government of India
Ministry of Power
(NRE Section)

Shram Shakti Bhawan,
Rafi Marg, New Delhi
Dated, the 09th June, 2025

To,

1. Chairperson, CEA
2. Principal Secretaries of Energy of the Government of Rajasthan, Gujarat, Maharashtra, Tamil Nadu, Karnataka, Andhra Pradesh, Madhya Pradesh, Telangana, Uttar Pradesh, Haryana, Kerala, Punjab, Chhattisgarh, Odisha and Uttarakhand
3. CMD, NTPC
4. CMD, Grid India

Subject - Viability Gap Funding (VGF) Scheme for development of Battery Energy Storage Systems (BESS) supported through Power System Development Fund (PSDF).

Sir/ Madam,

Considering the requirement of Energy Storage in the country, with the approval of Minister of Power, it has been decided to provide VGF to 15 number of States and NTPC (as per enclosed Operational Guidelines) @ Rs. 18 Lakhs per MWh for development of 30 GWh BESS capacity supported through PSDF, which amounts to total financial support of Rs. 5400 Crores from PSDF.

2. This allocation includes 25 GWh of BESS capacity allocated to 15 States to facilitate them in meeting their Energy Storage System requirements. In addition, 5 GWh of BESS capacity is allocated to NTPC, which is to be developed for optimum utilization of existing thermal generation and transmission infrastructure as well as to facilitate meeting non-solar hour electricity demand in a reliable and economic manner .

3. All the concerned States and NTPC are required to submit proposal to NLDC, the nodal agency for PSDF, as per the extant Guidelines / Procedure for funding of the projects under PSDF, within 30 days from the date of issuance of this letter.

4. This issues with the approval of competent authority.

Encl: as above

Yours faithfully,

(**Sunil Kumar Sharma**)
Director (NRE/ RCM)

Copy for information to:

i. Technical Director, NIC Cell for uploading on MOP's website under "Current Notices" with the heading of "Viability Gap Funding (VGF) Scheme for development of Battery Energy Storage Systems (BESS) supported through Power System Development Fund (PSDF)."
ii. PS to Minister of Power
iii. APS to Minister of State for Power
iv. Sr.PPS to Secretary (Power)
v. Sr.PPS to Additional Secretary(SN)
vi. Controller of Account, MoP
vii. All JSs/CEs and equivalent Officers of the Ministry of Power.
viii. Pay and Accounts Officer, MoP

Ministry of Power

NRE Section

Shram Shakti Bhawan, New Delhi

***

Guidelines for Viability Gap Funding (VGF) Scheme for development of Battery Energy Storage Systems (BESS) supported through Power System Development Fund (PSDF).

1. Introduction

1.1 **Objective**: Development of 30GWh BESS capacity for deployment to ensure grid integration of RE and reliable electricity supply.

1.2 Energy storage systems are essential for integration of variable renewable energy (vRE) sources in the electricity grid. With an installation target of 393 GW (293 GW Solar and 100 GW Wind) by 2030, vRE will constitute approx. 50% of the installed generation capacity by 2030.

1.3 Increasing share of RE also necessitate flexible operation of thermal generation plants. The variability of renewable generation requires thermal generators to back down during periods of high RE availability, especially during solar hours. However, during evening peak hours, when solar generation is not available, thermal plants are essential to meet the evening peak. Therefore, BESS may also be installed with thermal power stations to leverage existing generation and transmission infrastructure efficiently.

1.4 As per CEA, 37GWh BESS capacity is required by 2027 and the requirement will increase to 236 GWh by 2031-32. BESS capacity of 13.2 GWh has been approved under the ongoing VGF scheme for development of BESS.

2 Scheme Overview

2.1 **Viability Gap Funding** (VGF): VGF of Rs 18 lakh per MWh, shall be provided and is aimed at supporting a BESS capacity of 30 GWh.

2.2 **Scheme Budget:** This scheme has a budgetary allocation of Rs 5,400 Crore. The VGF shall be a non-recurring expenditure and

shall be fully funded from Power System Development Fund (PSDF). The disbursement of funds shall be as per procedure applicable for PSDF. The VGF for each project shall be disbursed to the Eligible Entity/ REIA, once CEA certifies the achievement of the disbursement schedule milestone and submission of the required BG.

2.3 Commissioning Period: The projects are required to be commissioned within a period of 18 months from the date of signing of Battery Energy Storage Purchase Agreement (BESPA) / Power Purchase Agreement (PPA).

2.4 Eligible Entities: State utilities or agencies authorized by States Governments or Central Government shall be eligible. (refer **Annexure**).

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

Milestone	**% VGF disbursed**
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**

2.5 Storage Duration: The BESS capacity should preferably be with 2-hour discharge duration and average 1.5 cycles in a day i.e within 24 Hour period. However, the Eligible Entity may vary the duration, no of cycles as required.

3. Implementation Model

3.1. Bidding Process: BESS projects shall be awarded using the Tariff Based Competitive Bidding (TBCB) process under section 63 of the Electricity Act, 2003.

3.2 Contract Period: The contract period shall be specified in the RfS document, in accordance with the BESS TBCB Guidelines.The contract shall be awarded on Build Own Operate (BOO)/ Build Own Operate Transfer (BOOT) basis preferably for a contract period of 12 to 15 years.

3.3 Bidding Parameter: Developers shall compete based on the annualized fixed cost they offer, expressed in rupees per Megawatt (MW) per Month or on Rs/kWh after factoring in the VGF specified in the RfS.

3.4. Eligible Entities are required to invite bids, either by themselves or through Renewable Energy Implementing Agencies designated by Central Government, following the bidding guidelines issued under section 63 of the Electricity Act, 2003. The BESPA / PPA shall be signed within 9 months from the date of issue of these guidelines, to be eligible for VGF.

3.5 States / NTPC desirous of availing the VGF are required to submit their proposal to the Central Electricity Authority (CEA) within 60 days from the date of issue of these Guidelines, specifying the implementing agency, location(s) and size of BESS capacity planned for implementation for screening and approval for VGF funding through PSDF.

3.6 The project may be connected at InSTS or ISTS. The land and InSTS grid connectivity shall be provided by the respective Eligible Entities.

3.7 The payment security mechanism shall be as per Electricity (Late Payment Surcharge & Related matters), Rules 2022 as amended from time to time. CEA will monitor the implementation of the scheme as well as the progress of the awarded projects under the Scheme through a Management Information System (MIS) portal and submit monthly reports to the Ministry of Power. The monitoring parameters shall include details of physical and financial progress vis-a-vis the agreed milestones. The performance levels may also be verified by CEA on at least quarterly basis.

3.8. Bank Guarantee: The Eligible Entities/REIAs shall be required to obtain a Bank Guarantee (BG) of value equal to the VGF to be disbursed, prior to its release to the developer, as specified in the RfS. This BG shall be liable for encashment to recover the VGF amount in the event of non-fulfilment of the scheme conditions specified in the Bidding Documents. The BG for the VGF sanctioned up to COD may be released within one year of COD.

4. Eligible Entity/REIA Responsibilities

4.1. The Eligible Entity/REIA shall be responsible for:

(i) inviting bids, and selecting the developer(s) for the allocated

quantum and entering into contracts with the selected developer(s);

(ii) ensuring and certifying that the bidding process complies with the Scheme guidelines and that all specified conditions are met;

(iii) acting as purchaser of energy storage services or output of BESS and entering into a BESPA / PPA with the developer for the contract period and BESSA / PSA with Eligible Entities, as applicable;

(iv) submit to CEA, all the requisite information for monitoring of the project including the audited Statement of Expenditure (SoE) and Utilization Certificate (UC) in the prescribed format of GFR 19 (A) as amended from time to time;

(v) comply with the provisions of General Financial Rules, 2017, as amended from time to time;

4.2. 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.

4.3. Assets acquired wholly or substantially out of Central Government Grants shall not be disposed of during the contract period without obtaining the prior approval of the sanctioning authority of Grants-in-Aid {Rule 230(9)}. Shareholding of the bidding entity in the SPV/ project company executing the BESS project shall not fall below fifty-one per cent at any time prior to Commercial Operation Date (COD).

4.4. The accounts of Eligible Entity / REIA shall be audited by C&AG or by any person authorized by him on his behalf in accordance with the provisions laid down in Section 14 of the C&AG (DPC, 1971) and as amended from time to time.

4.5. The accounts of Eligible Entity / REIA shall be open for inspection by the sanctioning authority and audit, both by the Comptroller & Auditor General of India under the provision of C&AG (DPC) Act, 1971 and internal audit party by the Principal Accounts Office of the Ministry or Department whenever it is called upon to do so.

5. Notwithstanding the aforementioned provisions at para 3 and 4, NTPC may implement its allocated capacity under section 62 of the Electricity Act 2003, as per CERC Regulations/ Orders.

6. Amendment to the Operational Guidelines

6.1. These guidelines may be amended with the approval of Secretary, Ministry of Power, to address implementation challenges.

6.2. The implementation model in these guidelines may be modified by the Ministry of Power, if required.

******

Annexure

Allocation of BESS Capacity under the Scheme

S.N.	State / Entity	BESS Capacity Allocation (MWh)
1	Rajasthan	4000
2	Gujarat	4000
3	Maharashtra	4000
4	Tamil Nadu	1500
5	Karnataka	2000
6	Andhra Pradesh	2000
7	Madhya Pradesh	1500
8	Telangana	1500
9	Uttar Pradesh	1500
10	Haryana	500
11	Kerala	500
12	Punjab	500
13	Chhattisgarh	500
14	Odisha	500
15	Uttarakhand	500
16	NTPC	5,000
	TOTAL	**30,000**

F.No. 48-15/7/2025-NRE Section
Government of India
Ministry of Power
(NRE Section)

Shram Shakti Bhawan,Rafi Marg
New Delhi-110001,
Dated the 22nd September, 2025

To,

The Principal Secretaries (Energy) of the Government of Rajasthan, Gujarat, Maharashtra, Tamil Nadu, Karnataka, Andhra Pradesh, Madhya Pradesh, Telangana, Uttar Pradesh, Haryana, Kerala, Punjab, Chhattisgarh, Odisha and Uttarakhand.

Subject: **Amendment in Guidelines for Viability Gap Funding for development of Battery Energy Storage System (BESS) funded through PSDF -regarding**

Sir,

I am directed to invite reference to the Guidelines for Viability Gap Funding for development of Battery Energy Storage Systems supported through Power System Development Fund (PSDF) dated 09.06.2025 and to convey that the following amendments are made to the Guidelines.

2. A new clause 2.3A is hereby inserted in the said guidelines, after Clause 2.3 (Commissioning Period), which is as under:

***"2.3(A) Financial Closure**: The BESS Developer shall attain Financial Closure within 6 months from the date of signing of BESPA."*

3. Clause 3.8 of the Guidelines is amended as under:

***3.8. Bank Guarantee:** The Eligible Entities / REIAs shall be required to obtain a Bank Guarantee (BG) or Insurance Surety Bond (ISB) of the value equal to the VGF to be disbursed, prior to its release to the developer, as specified in the RfS. This BG / ISB shall be liable for encashment to recover the VGF amount in the event of non-fulfilment of the scheme conditions specified in the Bidding Documents. The BG/ ISB for VGF sanctioned up to COD shall be released within one year of COD. No BG/ ISB is required against the disbursement of the last tranche of VGF post completion of one year*

of operation.

4. This issues with the approval of competent authority.

Yours faithfully,

(**Vishal Kumar**)
Under Secretary to the Government of India,
Email: usnre-mop@gov.in.

Copy for information to

1. Chairperson, CEA
2. CMD, Grid India
3. Sr.PPS to Secretary (Power)
4. Sr PPS to Addl Secretary (R&R)
5. PSO to CE (R&R)/ PA to Director (NRE), Ministry of Power

GOVERNMENT OF TELANGANA
ABSTRACT

Energy Department - Allocation of RE Projects under the Telangana Clean and Green Energy Policy, 2025 among TGGENCO and TGREDCO to act as Nodal Agency – Orders - Issued.

==========

Energy (Power.1) Department

G.O.Rt.No. 40 **Dated: 09-09-2025**

Read the following

1) G.O.Ms.No.2, Energy (Power.1) Department, Dated. 11.01.2025
2) From the Chairman & Managing Director, TG GENCO, Lr. No. CMD/ TGGENCO /CE/C/Hydel&GS/C&I/F.PSP/D.No.138/2025, Date. 22.07.2025.

****

ORDER:

In the reference 1st read above, Government has notified the Telangana Clean and Green Energy Policy, 2025.

2. In the reference 2nd read above, the Chairman & Managing Director, TGGENCO has requested for allocation of RE projects among GENCO/ REDCO, under Telangana Clean and Green Energy Policy, 2025 to act as Nodal agencies.

3. Government after careful consideration of the matter, for smooth implementation of the Telangana Clean and Green Energy Policy 2025 and provisions based on the steps already taken by TGGENCO/ TGREDCO have decided the following:

1. TGGENCO will act as nodal agency for implementation of the following RE Projects:
    a. Pumped Storage Projects (PSPs)
    b. Battery Energy Storage Systems (BESS)
    c. Mini and Micro Hydel
    d. Geo Thermal
    e. Repurposing existing RE projects to RE + Storage
2. TGREDCO will act as nodal agency for implementation of the following RE Projects:
    a. Solar Power Projects
    b Wind Power Projects
    c. Other Renewable Energy Projects
        - Waste to Energy (Municipal / Industrial), Biomass, Biogas, Bagasse Co-generation.
        - Bio Fuels (such as bio ethanol, bio diesel etc..)
    d. RE Hybrid Projects
        - Solar + Wind, Wind + Floating Solar
        - Solar +Storage, Wind + Storage, Hybrid + Storage
    e Electric Vehicle Charging stations and Battery swapping facilities
    f Green Hydrogen and its derivatives.

p.t.o

4. The Chairman & Managing Director, TGGENCO and Vice Chairman & Managing Director, TGREDCO shall take further action accordingly, in the matter.

(BY ORDER AND IN THE NAME OF THE GOVERNOR OF TELANGANA)

NAVIN MITTAL
PRINCIPAL SECRETARY TO GOVERNMENT

To,
The Chairman & Managing Director, TGGENCO, Hyderabad
The Vice Chairman & Managing Director, TGREDCO, Hyderabad.
The Chairman & Managing Director, TGTRANSCO, Hyderabad.
The Chairman & Managing Director, TGDISCOMs, Hyderabad/Warangal.
Copy to:
OSD to Hon'ble Deputy Chief Minister (E)
P.S. to Principal Secretary (E).
File C.No.1041/Power.I/2025
Sf/scs

//FORWARDED BY ORDER//

SECTION OFFICER

GOVERNMENT OF TELANGANA
ABSTRACT

Energy Department – Proposal for setting up of 1500 MWH (375MWx4Hrs) Standalone BESS Project by TG GENCO – Approved – Orders – Issued.

==========

Energy (Power.I) Department

G.O.Ms.No.41 **Dated.17.11.2025**

Read the following:

1) G.O.Rt.No.40, Energy (Power.I) Department, Dated. 09.09.2025
2) From the Director (NRE/RCM), Ministry of Power, GoI, F.No.48-15/7/2025-NRE Section, Dated. 09.06.2025.
3) From the CMD, TGGENCO, Lr.No.CMD/Dir.(Hydel)/ TGGENCO/ BESS/ D.No.61/2025, Dated. 13.10.2025
4) Government letter.No.1457/Power.I/2025, Dated. 28.10.2025.
5) From the CMD, TGGENCO, Lr.No.CMD/Dir.(Hydel)/TGGENCO/ BESS/ D.No.69/2025, Dated. 15.11.2025.

******

ORDER:

In the reference 3rd read above, the Chairman & Managing Director, TGGENCO has informed that the Ministry of Power in the reference 2nd read above, allocated 1500 MWH BESS project to Telangana under VGF supported through Power System Development Fund (PSDF) @18 Lakhs per MWH. Further TGGENCO Board has approved for setting up the 1500MWH(375MWX4Hrs) BESS project at available empty lands of the following 2 Nos. 400KV/220KV Substations pertains to TGTRANSCO under Tariff Based Global Competitive Bidding (TBGCB)under VGF supported through PSDF under BOO model with 15 years tenure:

Sl.No	Location	Proposed Capacity
1	400KV/220KV Substation, Maheswaram	750MWH (187.5MWX4Hrs)
2	400KV/220KV Substation, Choutuppal	750MWH (187.5MWX4Hrs)

2. The Chairman & Managing Director, TGGENCO has requested to accord approval for establishment of BESS project of 1500MWH BESS by TGGENCO.

3. The Chairman & Managing Director, TGGENCO on the advise of the Government in the reference 4th read above, to evaluate whether co-locating BESS with solar is advantageous in terms of cost/benefits or standalone system around city is better before taking up the project.

4. In the reference 5th read above, the TGGENCO has submitted that Solar projects in Telangana are developed under a distributed network model, spread across different districts. To co-locate a solar plant of suitable capacity for the proposed BESS, approximately 700 acres of land would be required. Considering the high land prices around Hyderabad and nearby zones, TGGENCO also does not possess adequate land at its existing project locations for developing co-located BESS with solar. Even if additional land is considered for acquisition, the process would be time-consuming. As per the MoP Order dated 09.06.2025, agreements for BESS projects must be concluded within 9 months, i.e., by 08.03.2026, making co-located development impractical within the prescribed timeframe.

5. The Chairman & Managing Director, TGGENCO stated that standalone BESS can be installed at multiple strategic locations and functions independently of any generating source, making it easier to integrate within the existing transmission network. Such systems can charge from the grid during off-peak hours at lower electricity prices i.e Rs.2.90 per unit approx.. (including power sourced from the open market) and discharge during peak hours, reducing peak power purchase costs. In contrast, a co-located BESS would require entering into a PPA with the solar developer and the charging tariff would be governed by the PPA, limiting operational and cost flexibility.

p.t.o

6. The Chairman & Managing Director, TGGENCO has therefore requested for approval to proceed with the establishment of the Standalone 1500MWh (375MW × 4Hrs) BESS Project at the available vacant lands of two 400/220 kV TGTRANSCO substations under TBGCB, supported by VGF through PSDF, under the BOO (Build, own, operate) model with a 15-year tenure.

7. Government after careful examination of the matter, hereby agreed with the proposal of the Chairman & Managing Director, TGGENCO and approves for the setting up of the 1500 MWh (375MWx4Hrs) standalone BESS project at the available lands of 400/220kv substations pertaining to TGTRANSCO under Tariff based Global competitive bidding (TBGCB) under VGF supported through PSDF under BOO(Build, own, operate) Model with 15 years tenure.

8. The Chairman & Managing Director, TGGENCO is requested to take further action accordingly.

(BY ORDER AND IN THE NAME OF THE GOVERNOR OF TELANGANA)

NAVIN MITTAL
PRINCIPAL SECRETARY TO GOVERNMENT

To,
The Chairman & Managing Director, TGGENCO, Hyderabad.
The Chairman & Managing Director, TGTRANSCO, Hyderabad
The Vice Chairman & Managing Director, TGREDCO, Hyderabad
Copy to:
PS to Principal Secretary to Hon'ble Chief Minister
OSD to Hon'ble Deputy Chief Minister (Energy)
The G.A. (Cabinet) Department, TG Secretariat, Hyderabad
PS to Principal Secretary to Government, Energy Department.
Sf/scs (C.No.1457/Power.I/2025)

//FORWARDED BY ORDER//

SECTION OFFICER

25 NOV 2025

ANDHRA JYOTHI

TELANGANA POWER GENERATION CORPORATION LIMITED
VIDYUT SOUDHA :: HYDERABAD-82.

T.No.Rfs-No.25/HPC&HP/BESS/TGGENCO/2025-26

Selection of Battery Energy Storage System Developers for setting up of 1500 MWH (375MW x 4 Hrs) Standalone Battery Energy Storage Systems at Vacant lands of 2 Nos Maheswaram 750MWH(187.5MWx4 Hrs) & Choutuppal 750MWH (187.5MWx4 Hrs) 400KC/220KV TGTRANSCO Substations in Telangana under Tariff-based Global Competitive Bidding with VGF with PSDF support in B-O-O model with 15 years tenure. **Schedule Available Date: 24.11.2025 at 17:00 Hrs. Last date of submission of bids: 27.12.2025 at 17:00 Hrs.**

The tender documents under Operational Guidelines for "Selection of Viability Gap Funding" for development of Battery Energy Storage System, dt.09.06.2025, issued by the Ministry of Power, Government of India along with the guidelines for procurement and utilisation of Battery Energy Storage Systems as a part of Generations, Transmission and Distribution assets, along with Ancillary services as notified in Gazette Notification CG-DL-E-11032022-234077, dt. 10th March, 2022 as amended from time to time issued by the Ministry of Power.

For further Details: **"https://www.bharat-electronictender.com & www.tggenco.com**

DIPR R.O.No.11270-PP/CL/ADVT/1/2025-26, Dt.24.11.2025

BUSINESS STANDARD

TELANGANA POWER GENERATION CORPORATION LIMITED
VIDYUT SOUDHA :: HYDERABAD – 82.

T.No.Rfs-No.25/HPC&HP/BESS/TGGENCO/2025-26

Selection of Battery Energy Storage System Developers for setting up of 1500 MWH (375MW x 4 Hrs) Standalone Battery Energy Storage Systems at Vacant lands of 2 Nos Maheswaram 750MWH(187.5MWx4 Hrs) & Choutuppal 750MWH (187.5MWx4 Hrs) 400KC/220KV TGTRANSCO Substations in Telangana under Tariff-based Global Competitive Bidding with VGF with PSDF support in B-O-O model with 15 years tenure. **Schedule Available Date: 24.11.2025 at 17:00 Hrs. Last date of submission of bids: 27.12.2025 at 17:00 Hrs.**

The tender documents under Operational Guidelines for "Selection of Viability Gap Funding" for development of Battery Energy Storage System, dt.09.06.2025, issued by the Ministry of Power, Government of India along with the guidelines for procurement and utilisation of Battery Energy Storage Systems as a part of Generations, Transmission and Distribution assets, along with Ancillary services as notified in Gazette Notification CG-DL-E-11032022-234077, dt.10th March, 2022 as amended from time to time issued by the Ministry of Power.

For further Details: **" https://www.bharat-electronictender.com & www.tggenco.com**

DIPR R.O.No.872-PP-CL-AGENCY/ADVT/1/2025-26 Dt:24-11-2025

P-7

TELANGANA POWER GENERATION CORPORATION LTD.

(Formerly Telangana State Power Generation Corporation Ltd)
Vidyut Soudha, Khairatabad, Hyderabad - 500082. Telangana
CIN NO: U40102TG2014SGC094070 / Website : www.tggenco.com

From,
Chairman & Managing Director,
TGGENCO, VS,
Khairatabad Hyderabad,
Telangana - 500 082

To
The Joint Secretary
Economic Diplomacy,
Ministry of External Affairs,
Govt. of India, New Delhi.

Lr.No.CMD/Dir.(Hydel)/TGGENCO/BESS/D.No.77/2025, Dated 25.11.2025

Sir,

Sub: TGGENCO-Intimation of Tender Notice – Tariff Based Global Competitive Bidding invited by Telang ana Power Generation Corporation Limited(TGGENCO)-Reg.

Ref: 1.NRE Section, MoP letter Dt.09.06.2025.
2.Tender RfS No.25 /HPC&HP/BESS/TGGENCO/2025-26,dt.22.11.2025

***

It is to submit that Telang ana Power Generation Corporation Limited (TGGENCO) has floated the following Global tender for which your good self assistance in disseminating among prospective international bidders in other countries if required. The details are as under:

Tender RfS No. and Date	Brief Description of work	Approx. Tender value
25/HPC&HP/BESS/ TGGENCO/ 2025-26, dt.22.11.2025 published in ISN-ETS bharat portal (TSC No.TGGENCO-2025-TN000003)	Setting up of 1500 MWH (375MWX4Hrs) BESS project at available lands of 400KV/220KV Maheswaram Substation 750 MWH (187.5MWX4Hrs) and 400KV/220KV Choutuppal Substation 750 MWH (187.5MWX4Hrs) pertains to TGTRANSCO under Tariff Based Global Competitive Bidding (TBCB) under VGF supported through PSDF under BOO model with 15 years tenure	1260.98 Crores

The above tender invited through ISN-ETS bharat portal (https://www.bharat-electronictender.com.The RfS/Tender Document can be downloaded from the following portals:

1. ISN-ETS Portal--- (https://www.bharat-electronictender.com) (Tender Search Code(TSC) No.TGGENCO-2025-TN000003)
2. TGGENCO official website(***https://tggenco.com/***)

It is therefore requested to consider circulating the tender notice to different Indian embassies at abroad for circulation among the stake holders and different entities to encourage global participation in this global competitive bidding process.

Yours faithfully,

Chairman & Managing Director

Copy submitted to:
The Secretary Power, MoP, New Delhi.
The Chairperson, CEA, New Delhi.
The Principal Secretary to Government, Energy Department, Govt. of Telangana.

Principal Secretary to Govt. ★ Energy Dept., T.G., Secretariat, Hyd. ★
25 NOV 2025
No:

343

No. 48-15/21/2025 - NRE
Government of India
Ministry of Power
(NRE Section)
****

Shram Shakti Bhawan,
Rafi Marg, New Delhi – 110001
Dated the 24th December, 2025

To,

1. Principal Secretaries (Energy) to the Governments of Rajasthan, Gujarat, Maharashtra, Tamil Nadu, Karnataka, Andhra Pradesh, Madhya Pradesh, Telangana, Uttar Pradesh, Haryana, Kerala, Punjab, Chhattisgarh, Odisha and Uttarakhand
2. CMD, NTPC

Subject: Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of implementation of Battery Energy Storage System (BESS) under VGF Scheme supported through PSDF- reg.

Sir/Madam,

I am directed to refer to the letters received from States requesting for an exemption from the Public Procurement (Preference to Make in India) Order for the implementation of BESS capacity under the Viability Gap Funding (VGF) Scheme, supported through Power System Development Fund (PSDF).

2. Some beneficiary States have stated that, during the meeting of the PSDF Techno-Economic Sub-Group (TSEG), they were advised to approach the Ministry of Power for seeking exemption from the PPP–MII Order.

3. As per the Public Procurement (Preference to Make in India) Orders issued by DPIIT and the Ministry of Power Order No. A-1/2021-FSC-Part (5) dated 16.11.2021, certain power sector items with adequate domestic manufacturing capacity and competition have been notified for procurement exclusively from Class-I local suppliers. Battery Energy Storage System (BESS) is presently not included in the notified list. However, where an item has not been notified by the nodal Ministry/Department, both Class-I and Class-II local suppliers are eligible to participate in the procurement process.

4. Further, as per the amendment to the VGF Guidelines issued on 04.08.2025, the Ministry of Power has mandated indigenous development of the Energy Management System (EMS) application software for all BESS capacity implemented under the Scheme.

5. In view of the above, for the purpose of disbursement of funds under the Power System Development Fund (PSDF) Guidelines, States and procuring entities shall ensure a minimum local content of 20% of the total project cost in BESS procurements under the VGF Scheme. This minimum local content requirement shall include, *inter-alia*, the indigenously developed EMS application software.

6. In cases where tenders have already been invited without specific mention of local content, States may obtain an undertaking from the bidders to meet the aforementioned local content requirement and proceed with the award of contract accordingly.

7. This issues with the approval of competent authority.

Yours faithfully

24/12/25

(Sunil Kumar Sharma)
Director (NRE/RCM)
Email: sunil.sharma24@gov.in

Encl:
1. DPIIT's Revised Public Procurement (Preference to Make in India) Order dated 19.07.2024.
2. Ministry of Power Order No. A-1/2021-FSC-Part (5) dated 16.11.2021 with enclosure.

Copy for information to

1. Sr.PPS to Secretary (Power), Ministry of Power
2. Sr.PPS to Additional Secretary (R&R/ Trans.), Ministry of Power
3. PSO to CE (R&R)/ PA to Director (NRE), Ministry of Power
4. SA to Chairperson CEA
5. CMD Grid India.

TELANGANA POWER GENERATION CORPORATION LTD.

(Formerly Telangana State Power Generation Corporation Ltd)
Vidyut Soudha, Khairatabad, Hyderabad - 500082. Telangana
CIN NO: U40102TG2014SGC094070 / Website : www.tggenco.com

From,
Chairman & Managing Director,
TGGENCO, VS,
Khiratabad Hyderabad,
Telangana - 500 082

To
The Secretary Power,
Ministry of Power,
Government of India,
Shram Shakti Bhawan, Rafi Marg,
New Delhi.

Lr.No.CMD/Dir.(Hydel)/TGGENCO/BESS/D.No.73/2025, Dated 24.11.2025

Sir,

Sub: TGGENCO-Setting up of 1500MWH (375MWX4 Hrs) Standalone Battery Energy Storage Systems at vacant lands of 2 nos. Maheswaram & Choutuppal 400KV/220KV TGTRANSCO Substations in Telangana under Tariff Based Global Competitive Bidding under VGF with PSDF support in B-O-O model with 15 years –Approval for Net worth &Payment Security Deposit clauses deviation from MoP Guidelines-Requested-Reg.

Ref: 1.NRE Section, MoP letter Dt.09.06.2025.
2.MoP Guidelines dt.10.03.2022.
3.G.O.Rt.No.40,dt.09.09.2025 issued by Govt. of Telangana.
4.G.O.MS No.41,dt.17.11.2025.
5. Lr.No.CMD/Dir/Hydel/TGGENCO/BESS/ D.No. 71 /25, Dt.18.11.2025

***

It is to submit that TGGENCO Board has accorded approval for setting up the 1500 MWH (375MWX4Hrs) BESS project at available lands of 400/220KV Maheswaram Substation 750 MWH (187.5MWX4Hrs) and 400/220KV Choutuppal Substation 750 MWH (187.5MWX4Hrs) pertains to TGTRANSCO under Tariff Based Global Competitive Bidding (TBCB) under VGF supported through PSDF under BOO model with 15 years tenure. Further, The Principal Secretary, Energy Department, Govt. of Telangana has accorded approval vide G.O.Ms.No.41, dt.17.11.2025 for subject proposal vide 4th reference.

In view of the above, Tender specification was prepared as per MoP guidelines dt.10.03.2022 & MoP Order dt.09.06.2025 for BESS project. It is to submit that Net worth clause No.D(2) c.i (pg.no.42) and Payment Security Deposit clause no. G.2.a.11(pg.no.51) of MoP guidelines dt.10.03.2022 are modified and incorporated in tender specification to have better competitive prices and the modified clauses are as follows:

Modified Net worth clause:

The Net Worth of the Bidder shall be equal to or greater than INR 75,00,000/- per MW (Rupees Seventy 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.

The net-worth/value of AUM to be considered for the above purpose will be the cumulative net worth of the bidding company/AIF or consortium members.

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.

Contd... 2

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Payment Security Deposit: Not incorporated/Waived in tender specification to get more competitive prices.

In view of the above, it is requested to accord approval of deviation from MoP Guidelines for Net worth and payment security deposit clauses.

Yours faithfully

Chairman & Managing Director

Copy submitted to:
The Chairperson, CEA, New Delhi.
The Principal Secretary to Government, Energy Department, Government of Telangana, Hyderabad.

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F. No 48-15/17/2025-NRE
Government of India
Ministry of Power
(NRE Section)
***

Shram Shakti Bhawan, Rafi Marg,
New Delhi – 110 001
Dated the 17th December 2025

To

Chairman and Managing Director,
Telangana Power Generation Company Ltd.,

Subject: Seeking approval of deviation from MOP Guidelines for Procurement and Utilization of Battery Energy Storage Systems dated 10.03.2022.– reg

Sir,

I am directed to refer to the letter dated 24.11.2025 from Telangana Power Generation Company Ltd (TGGENCO), requesting the approval of the Ministry of Power for deviations from the Guidelines for Procurement and Utilization of Battery Energy Storage Systems dated 10.03.2022.

2. In this regard, I am directed to say that as per the MOP Guidelines dated 10.03.2022 , in case of any deviation from the Guidelines, the procurer is mandated to seek prior approval of the 'Appropriate Government' *(Section III- Clause A- 1.1 b and Section V-Clause A)*.

3. Since TGGENCO is implementing the 1500 MWh BESS capacity at the Telangana STU network for the benefit of the State of Telangana, Government of Telangana is the '*Appropriate Government*' in this case.

4. Accordingly, TGGENCO may obtain the necessary approval for deviations from the TBCB Guidelines dated 10.03.2022, as amended from time to time, from the Government of Telangana.

5. This issue with the approval of Competent Authority.

Principal Secretary to Govt. • Energy Dept., T.G., Secretariat, Hyd. • 17 DEC 2025 • Endt. No. 5414

Yours faithfully,

(Sunil Kumar Sharma)
Director (NRE/RCM)
sunil.sharma24@gov.in

Copy for information to: CMD, Grid India

TELANGANA POWER GENERATION CORPORATION LTD.

(Formerly Telangana State Power Generation Corporation Ltd)

Vidyut Soudha, Khairatabad, Hyderabad - 500082. Telangana

CIN NO: U40102TG2014SGC094070 / Website : www.tggenco.com

From,
Chairman&ManagingDirector,
TGGENCO, VS,
Khiratabad Hyderabad,
Telangana - 500 082

To
The Principal Secretary to Govt.,
Energy Department,
Government of Telangana,
Telangana Secretariat,
Hyderabad

Lr.No.CMD/Dir.(Hydel)/TGGENCO/BESS/D.No.96/2025, Dated 18.12.2025

Sir,

Sub: TGGENCO-Setting up of 1500MWH (375MWX4 Hrs) Standalone Battery Energy Storage Systems at vacant lands of 2 nos. Maheswaram & Choutuppal 400KV/220KV TGTRANSCO Substations in Telangana under Tariff Based Global Competitive Bidding under VGF with PSDF support in B-O-O model with 15 years –Approval for Net worth &Payment Security Deposit clauses deviation from MoP Guidelines-Requested-Reg.

Ref: 1.NRE Section, MoP letter Dt.09.06.2025.
2.MoP Guidelines Dt.10.03.2022.
3.G.O.Rt.No.40, Dt.09.09.2025 issued by Govt. of Telangana.
4.G.O.MS No.41, Dt.17.11.2025.
5. RfS.No.25//HPC&HP/TGGENCO/BESS/2025-26, Dt:22.11.2025.
6. Lr.No.CMD/Dir/Hydel/TGGENCO/BESS/ D.No. 73 /25, Dt.24.11.2025.
7.Lr.No.F.No. 48-15/17/2025-NRE SECTION, Dt.17.12.2025.

***

It is to submit that, TGGENCO published the tender vide 5th reference for "Setting up the 1500MWH(375MWX4Hrs) BESS project at available lands of 400/220KV MaheswaramSubstation 750 MWH (187.5MWX4Hrs) and 400/220KV Choutuppal Substation 750 MWH (187.5MWX4Hrs) pertains to TGTRANSCO under Tariff Based Global Competitive Bidding (TBCB) under VGF supported through PSDF under BOO model with 15 years tenure"

Tender specification was prepared as per MoP guidelines dt.10.03.2022 &MoP Order dt.09.06.2025 for BESS project. It is to submit that Net worth clause and Payment Security Deposit clauses of MoP guidelines dt.10.03.2022 are modified and incorporated in tender specification to have better competitive prices and the modified clauses are as follows:

1.Net worth clause(D.2.c.i.a) as per MoP guidelines dt.10.03.2022.

The Procurer shall specify financial criteria in the form of net-worth as a part of the qualification The net-worth/value of AUM to be considered for the above purpose will be the cumulative net worth of the bidding company/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. It is clarified that the net-worth to be considered for this clause will 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.

Principal Secretary to Govt. * Energy Dept., T.G., Secretariat, Hyd. * 19 DEC 2025 No:

Contd...2

For the limited purpose of meeting the technical and financial eligibility criteria in the tenders, in addition to using credentials of the Affiliates having more than 50% shareholding in the bidding company, the bidders may also use credentials of those Affiliates who do not control more than 50% of the bidding company, subject to the following:

a. The qualification criteria parameters will be met proportionately to the equity contribution of the entity whose credentials are being used to meet the requirement. For example, in case of Net Worth requirement being Rs. 100 Cr., and the strength of an Affiliate is used which owns 30% of the total shareholding in the bidder, the said Affiliate should be able to meet upto Rs. 30 Cr. of the Net Worth.

Modified Net worth clause (Clause no. 38.7 of amended RfS):

The Net Worth of the Bidder shall be equal to or greater than INR 75,00,000/- per MW (Rupees Seventy 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.

The net-worth/value of AUM to be considered for the above purpose will be the cumulative net worth of the bidding company/AIF or consortium members.
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.

2.Payment Security Fund(G.2.a.ii) as per MoP guidelines dt.10.03.2022.

Payment Security Fund, which shall be suitable to support payment of at least 3 (three) months billing of all the Projects tied up with such fund. For the purpose of this Payment Security Fund, the Intermediary Procurer will collect a **non-refundable amount of Rs. 5.0 Lacs/MWh (Rupees Five Lacs per MWh) from the BESSD(s) as one of the routes for strengthening the Payment Security Mechanism pool**. Such charges shall be stipulated clearly in the RfS and shall go to the Payment Security Fund (along with accrued interest)set up by the Government of India for such Intermediary Procurer.

Payment Security Deposit clause (as per clause no.20.1 of amended RfS):

Not incorporated/Waived in tender specification to get more competitive prices.

In view of the above, letter was addressed to The Secretary Power, Ministry Of Power, New Delhi on 24.11.2025 to accord approval of deviation from MoP Guidelines for Net Worth and Payment Security Deposit clause.

In response MoP has stated that vide lr dt.17.12.2025 , "as per the MOP Guidelines dated 10.03.2022, in case of any deviation from the Guidelines, the procurer is mandated to seek prior approval of the 'Appropriate Government' (Section III- Clause A- 1.1 b and Section V-Clause A).

Contd...3

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Since TGGENCO is implementing the 1500 MWh BESS capacity at the Telangana STU network for the benefit of the State of Telangana, Government of Telangana is the 'Appropriate Government in this case. Accordingly, TGGENCO may obtain the necessary approval for deviations from the TBCB Guidelines dated 10.03.2022, as amended from time to time, from the Government of Telangana."

In view of the above, it is requested to accord approval of deviation from MoP Guidelines for Net worth clause in case of consortium and payment security clauses.

Yours faithfully,

18.12

Chairman & Managing Director

Copy submitted to:
The Chairperson, CEA, New Delhi.
The Secretary Power, MoP, New Delhi.

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GOVERNMENT OF TELANGANA
ENERGY DEPARTMENT

Letter.No.1457/Power.I/2025 Date:11-02-2026

From,
The Special Chief Secretary to Government,
Energy Department,
DR. BR. Ambedkar Telangana Secretariat,
Hyderabad.

To,
The Chairman & Managing Director,
TGGENCO, Hyderabad.

Sir,

Sub:- Energy (Power.I) Department - TGGENCO-BESS- Setting up of 1500MWH (375 MW X 4 Hrs) Standalone Battery Energy Storage Systems at Vacant lands of 2 nos. Maheswaram & Choutuppal 400KV/22KV TGTRANSCO Substations in Telangana under Tariff based Global Competitive Bidding under VGF with PSDF support in B-O-O model with 15 years - Net worth clause in case of consortium and payment security clauses deviation from MoP Guidelines - Orders-Issued - Reg.

Ref:- 1. Government order as G.O.Ms.No.41, Energy (Power.I), Department dated 17.11.2025.
2. From CMD, TGGENCO, Lr.No. CMD/Dir.(Hydel)/ TGGENCO/ BESS/ D.No.96 /2025, Dated.18.12.2025.

******

In the circumstances reported in the reference 2nd cited, and after examination, The Government hereby accord approval for deviation from MoP Guidelines with respect to the Net worth clause in case of consortium and payment security clauses, as follows:

1. Net worth clause (D.2.c.i.a) as per Ministry of Power guidelines dt.10.03.2022.

The Procurer shall specify financial criteria in the form of net-worth as a part of the qualification the net-worth/value of AUM to be considered for the above purpose will be the cumulative net worth of the bidding company/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.

It is clarified that the net-worth to be considered for this clause will 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.

For the limited purpose of meeting the technical and financial eligibility criteria in the tenders, in addition to using credentials of the Affiliates having more than 50% shareholding in the bidding company, the bidders may also use credentials of those Affiliates who do not control more than 50% of the bidding company, subject to the following:

a. The qualification criteria parameters will be met proportionately to the equity contribution of the entity whose credentials are being used to meet the requirement. For example, in case of Net Worth requirement being Rs. 100 Cr., and the strength of an Affiliate is used which owns 30% of the total shareholding in the bidder, the said Affiliate should be able to meet upto Rs. 30 Cr. of the Net Worth.

Modified Net worth clause
(Clause no. 38.7 of amended (Request for Selection)RfS):

The Net Worth of the Bidder shall be equal to or greater than INR 75,00,000/- per MW (Rupees Seventy 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.

The net-worth/value of AUM to be considered for the above purpose will be the cumulative net worth of the bidding company/AIF or consortium members.

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.

2. Payment Security Fund(G.2.a.ii) as per MoP guidelines dated 10.03.2022.

Payment Security Fund, which shall be suitable to support payment of at least 3 (three) months billing of all the Projects tied up with such fund. For the purpose of this Payment Security Fund, the Intermediary Procurer will collect a non-refundable amount of Rs. 5.0 Lacs/MWh (Rupees Five Lacs per MWh) from the BESSD(s) as one of the routes for strengthening the Payment Security Mechanism pool. Such charges shall be stipulated clearly in the RfS and shall go to the Payment Security Fund (along with accrued interest) set up by the Government of India for such Intermediary Procurer.

Payment Security Deposit clause (as per clause no.20.1 of amended RfS):

Not incorporated/Waived in tender specification to get more competitive prices.

2. I request that you shall take action accordingly.

Yours faithfully,
NAVIN MITTAL
SPECIAL CHIEF SECRETARY

Copy to:
OSD to Hon'ble Deputy Chief Minister (E)
Sf/scs

Digitally signed by
NAVIN MITTAL
Date: 11-02-2026
15:17:42

Digitally signed by
Eragoti Nagaraju
Date: 11-02-2026
16:33:46

Amended

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: 17.12. 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.

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. Even for part discharge also , the full cycle will be calculated by summing consecutive part cycles.

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. **BESS Developer can quote either for single location or for both locations. Scheduling is separate for each location.**

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 and as is where is basis TGTRANSCO 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 and as is

where is basis to the BESSD at **annual lease charge of Rs. 1 per acre per year** through suitable agreement with TGTRANSCO.

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 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 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, TGTRANSCO 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**		

6.6. Fault level at TGTRANSCO SS:

The fault levels observed at TGTRANSCO Substations at 220KV level are 45KA at 400 KV Maheswaram and 27KA at 400 KV SS Choutuppal. Hence, switchgear equipment with short circuit rating of 50KA/63KA may be planned.

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
2	**Project 2**	**400/220KV SS choutuppal**	**220KV**	

				additional bay shall be borne by BESSD 3.**Construction of 220KV bays(including metering) along with 220KV TMDC line upto BESS location is in the scope of TGTRANSCO. However the expenditure for the above shall be borne by the BESS Developers at each location.**

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 borne by BESS Developers. BESSD shall also comply with the requirements of relevant authority regarding charging and synchronization. The communication protocol between SLDC And BESS is secure IEC 104 configured for four control centres with redundant firewalls with cyber security features, with AGC feature at BESS end to control from SLDC and also bays at connecting station to be integrated to existing gateways configured to four control centres.

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 bays(including metering) along with 220KV TMDC line upto BESS location is in the scope of TGTRANSCO . However the expenditure for the above will be borne by the BESS Developers at each location.

(iv) Approx. cost for Construction of 220KV bays(including metering) along with 220KV TMDC line upto BESS location at

- **400/220KV Maheshwaram Substation is Rs. 19,57,36,000/-**
- **at 400/220KV Choutuppal Substation Rs. 16,73,33,000/-**

OR

The Construction of 220KV bays(including metering) along with 220KV TMDC line upto BESS location shall be executed by BESS Developer under supervision of TGTRANSCO with applicable supervision charges of TGTRANSCO guidelines & the cost for the above will be borne by the BESS Developers at each location.

The works should be executed by licensed contractor who have executed similar works as per standards of TGTRANSCO under the supervision of TGTRANSCO officials. Approval of TGTRANSCO shall be obtained before engaging the contractor. The quality of work should be strictly adhered to the technical specifications of TGTRANSCO.

1. supervision charges of TGTRANSCO if BESS Developer executes the extended bay work at Choutuppal is Rs. 1.46 Cr(approx.) & at Maheswaram is Rs.1.69 Cr(approx) .

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

(vi) Cost for maintenance of 220 KV bays per year (at TRANSCO Substation) and Transmission line upto interconnection point from BESS location is 1.5% of the capital cost of construction of extended bay and transmission line upto interconnectivity point from BESS location. And escalation will be as per CEA guidelines. Additionally BESS Developer has to bear cost of spares for maintenance of 220KV bays & line during entire tenure at each location..

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:

2. 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.
3. Bidders must make note of the information pertaining to space availability at the Substation.

4. 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, shall be payable by **TGDISCOMs**. 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/TGERC 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 SLDC system) to achieve an active power balance between generation and demand to maintain the power system frequency within a reasonable range as per instructions of SLDC.

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 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. **SLDC is Nodal Agency for real time operation for scheduling & settlement of energy including DSM.**

7.9. DSM penalties, if any, shall be levied separately on the BESSD as applicable, at metering/scheduling end for the charging and discharging activities.

7.10. **Reactive power charges shall be on account of BESSD as applicable, at interconnection with TGTRANSCO** 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. Synchrophas or 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 inter connected grid.

2.PMUs shall be installed for Battery Energy Storage System(Greater than or equal to 50MW(schedule-V)).

3.All PMUs shall comply with IS 60255-118-1:2018 standards.

4. PMUs placement shall be as per CEA guidelines (w.e.f 19.03.2025)

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. 6300 cycles can be utilized anytime during contract period i.e., in 15 years. Even for part discharge also the full cycle will be calculated by summing consecutive part cycles.**

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,

llustration:

Month	**Monthly Average Availability**	**Monthly Average Availability Calculation for**	**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%	
4	97%	95%	= (95%+95%+93%+95%+93% +95%+95%+92%+95%+95%+ 91%+90%+95%+95%+95%)/15
5	93%	93%	
6	98%	95%	
7	95%	95%	= 93.93 % ~94%
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 ≠ 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 =

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

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. **Auxiliary power tariff will be on par with HT consumer tariff.**

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. **For part charging and discharging cooling time is permitted proportional to the part charging.**

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 (18/180). 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. **Success Charges**: 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 and as is where is 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

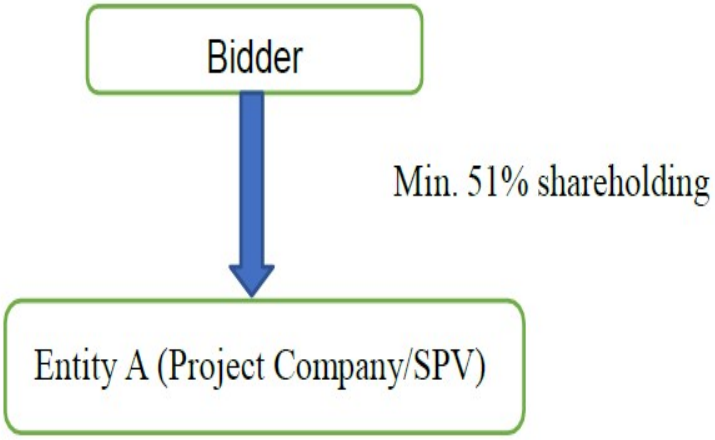
36.6. A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. (a) existing subsidiary Company of the Successful Bidder, or (b) a Project Company incorporated as a subsidiary Company of the Successful Bidder, for 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.

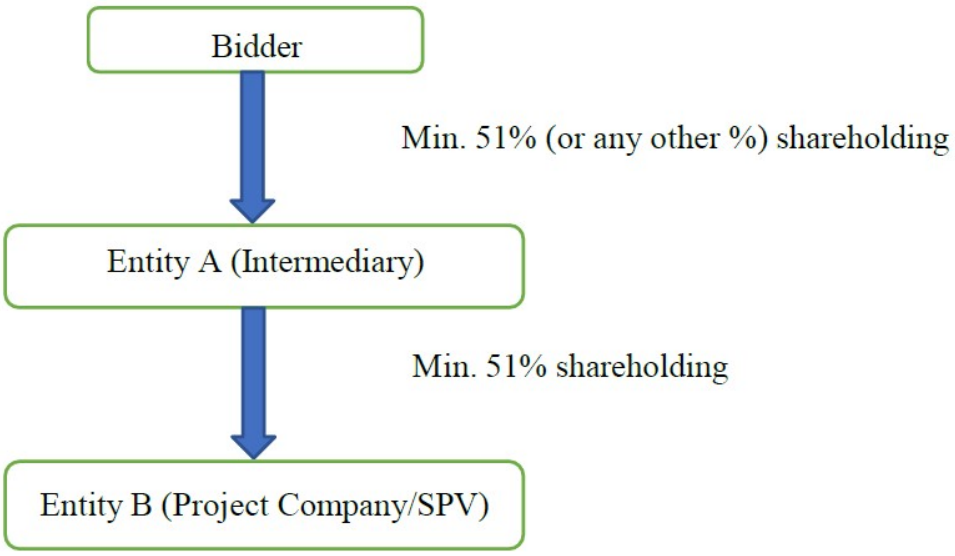
36.8. The Bidder or any of its Affiliates should not be a willful defaulter to any lender. Further, the Bidder & any of its Affiliate including any Consortium Member & any of its Affiliate, their directors should not have been barred or included in the blacklist by any government agency or authority 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 its current tariff.

c. Bidders can only quote any value lower than their previous quoted tariff taking into consideration the minimum decrement value mentioned in the previous clause.

However, at any stage, increase in tariff will not be permissible. Bidders can improve their ranking by quoting the tariff lower than their last quoted tariff.

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

   i. It's tariff as the initial start price for each location/project and there after last quoted tariff

   ii. The list of all the Bidders with their following details: Pseudo Identity, last quoted tariff at each location/project

e. The initial auction period will be of 30 (thirty) minutes with a provision **of auto extension by 10(ten) minutes** from the scheduled/ extended closing time. Such auto extension shall be affected if by way of reduction in tariff, a Bidder becomes the lowest bidder for that location/project. If no such change as described above is affected during the last 10 (Ten) minutes of auction period or extended auction period, then the reverse auction process will automatically get closed.

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

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 – IIA.**

(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.

The following would be parameters for e-Reverse Auction:

Sl. No.	Parameter	Value
1.	Date and Time of Reverse-Auction Bidding Event	To be intimated Later to Eligible Bidders
2.	Duration of Reverse-Auction Bidding Event	30 minutes
3.	Automatic extension of the 'Reverse-Auction closing Time', if last bid received is within a 'Predefined Time-Duration' before the 'Reverse-Auction Closing Time'	Yes
3.1	Pre-defined Time-Duration	10 Minutes
3.2	Automatic extension Time-Duration	10 Minutes
3.3	Maximum number of Auto-Extension	Unlimited Extension
4.	Entity-Start-Price	Tariff quoted by the bidders in Financial Bid (Second Envelope)

Online Reverse Auction shall be conducted by 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	1,01,150 sq.mtrs	187.5MW/750MWH (187.5MWX4 Hrs)	As per the attachments	As per the attachments
2	Project 2	Choutuppal 400kV /220KV Substation	80,920 sq.mtrs	187.5MW/750MWH (187.5MWX4 Hrs)	,,	,,
Total Capacity				375 MW/1500 MWH		

NOTE:

1. Revised SLDs„soil Investigation Reports, KMZ file , land lease agreements, land details can be downloaded in ISN-ETS portal along with RfS.

AMENDED

DRAFT STANDARD

BATTERY ENERGY STORAGE PURCHASE AGREEMENT

FOR

PROCUREMENT OF_____MW/____MWh
ON LONG TERM BASIS
Between

…….. [Insert Name of BESSD]

And

Telangana Power Generation Corporation Limited

……. [Insert month and year]

This Battery Energy Storage Purchase Agreement is made on the …….[Insert date] day of……Insert month] of …….. [Insert year] at[Insert place]

Between

……. [Insert name of the BESSD], a Company incorporated under the Companies Act 1956 or Companies Act 2013, having its registered office at ……..[Insert address of the registered office of BESSD] (hereinafter referred to as "**Battery Energy Storage System Developer**" **or** "**Storage Project Developer" or** "**BESSD**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) as a Party of the **First Part**;

And

Telangana Power Generation Corporation Limited, a company incorporated under the Companies Act 1956, having its registered office at Telangana Power Generation Corporation Limited, 6-3-643, VidyuthSoudha, Khairatabad, Hyderabad, Telangana 500082 (hereinafter referred to as **"TGGENCO", or "Procurer" or "Buyer"** which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assignees) as a Party of the **Second Part**;

The BESSD and TGGENCO are individually referred to as 'Party' and collectively referred to as 'Parties'.

WHEREAS:

A. The Ministry of Power, Government of India has issued the "*Guidelines for Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services*" vide Resolution dated 10thMarch 2022, including subsequent amendments and clarifications thereof, if any, issued until_____[Enter the last date of bid submission of the RfS].

B. TGGENCO has been designated as the BESS Implementing Agency (BIA) for developing and facilitating the establishment of the Grid connected Battery Energy Storage Capacity in Telangana in terms of the Policy / Guidelines issued by the Government of India.

C. TGGENCO has initiated a Tariff Based Competitive Bid Process for development of 1500 MWh (375 MW X 4 hrs.) of Battery Energy Storage Project(Project) at TGTRANSCO SS on the terms and conditions contained in the Request for Selection Documents (herein after referred to as 'RFS') issued by TGGENCO vide RfS No…….. dated……. .

D. TGGENCO has issued the Letter of Award No…….. dated in favor of the ___[Insert name of the Bidding Company] for development and establishment of the MW/------MWh of "Project" or "BESS" at a location provided at---------- in the State of Telangana as per the terms and conditions contained in the RfS, this Battery Energy Storage Purchase Agreement (BESPA) and other bidding documents as well as the conditions contained in the Letter of Award.

E. **…..[Insert Name of the Bidding Company]** has been selected in the Competitive Bidding Process {in case Bidding Company is executing the Project through SPV}, has constituted a …… **[Insert Name of the SPV]** (hereinafter referred to as '**BESSD**'), for development, and supply of BESS Capacity from the ……MW/ …… MWh of the Project / BESS to be established by BESSD in ----- for making available of such Battery Energy Storage Capacity to TGGENCO as an Intermediary Agency to the Buying Utility(ies) [as defined] under a Battery Energy Storage Sale Agreement (BESSA) to be entered into between TGGENCO and such Buying Utility(ies).

F. TGGENCO has agreed to purchase such Battery Energy Storage Capacity from the BESSD as an Intermediary Procurer and sell it to Buying Utility / Entity on back-to-back basis as per the provisions of the RfS. Accordingly, TGGENCO has agreed to sign/has signed a Battery Energy Storage Sale Agreement (BESSA) with the Buying Utility (ies) / Entity (ies) to sell such Battery Energy Storage Capacity as per the provisions of the above said Guidelines and RfS.

G. In terms of the RfS and the Bidding Documents, the BESSD has furnished the Performance Bank Guarantee in the sum of Rs……..in favour of TGGENCO as per the format provided as a part of the Bidding Documents and a copy of the Bank Guarantee/ Payment on Order Instrument provided in Schedule – 1 to this Agreement.

H. BESSD has fulfilled the terms of the RfS Documents and the terms of the Letter of Award for signing this Battery Energy Storage Purchase Agreement as a definitive agreement for developing the "Project" (or "BESS") of-------MW/-------MWh for making available Battery Energy Storage Capacity by the BESSD to TGGENCO to enable TGGENCO to make available such Battery Energy Storage Capacity to the Buying Utility(ies) / Entity(ies), as TGGENCO may consider appropriate, under a Battery Energy Storage Sale Agreement (BESSA) and on a back-to-back basis to the Battery Energy Storage Purchase Agreement to be entered into with the BESSD;

I. 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), through Power System Development Fund (PSDF) scheme issued by Ministry of Power on 09.06.2025. VGF shall be passed on to the BESS Developers as per the terms & condition and modalities detailed in the PSDF Scheme (Annexure-G of RfS). The VGF will be disbursed through the TGGENCO.

J. TGGENCO will be signed the Battery Energy Storage Sale Agreement (BESSA) with the Buying Utility(ies) / Entity(ies) of Telangana.

K. The parties have agreed to execute this Battery Energy Storage Purchase Agreement in terms of the provisions of the RfS, the bidding documents and the Letter of Award in regard to the terms and conditions for development of the Project at Telangana on Build, Own Operate and for making available such Battery Energy Storage Capacity by the BESSD to TGGENCO.

Now therefore, in consideration of the premises and mutual agreements, covenants and conditions set forth herein, it is hereby agreed by and between the Parties as follows:

ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1 *Definitions*

The terms used in this Agreement, unless as defined below or repugnant to the context, shall have the same meaning as assigned to them by the Electricity Act, 2003 and the rules or regulations framed there under, including those issued / framed by the Appropriate Commission (as defined hereunder), as amended or re-enacted from time to time.

"Act" or "Electricity Act, 2003"	shall mean the Electricity Act, 2003 and include any modifications, amendments and substitution from time to time;
"Adjusted Equity"	shall mean the Equity funded in Indian Rupees and adjusted on the first day of the current month (the "Reference Date"), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in Wholesale Price Index (WPI), and for any Reference Date occurring between the first day of the month of Appointed Date (the date of achievement of Financial Closure) and the Reference Date; a. On or before Commercial Operation Date (COD), the Adjusted Equity shall be a sum equal to the Equity funded in Indian Rupees and expended on the Project, revised to the extent of one half of the variation in WPI occurring between the first day of the month of Appointed Date and Reference Date; b. An amount equal to the Adjusted Equity as on COD shall be deemed to be the base (the "Base Adjusted Equity"); c. After COD, the Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity, reduced by X% (wherein X=100% / (12 * Term of BESPA)) thereof at the commencement of each month following the COD and the amount so arrived at shall be revised to the extent of variation in WPI occurring between the COD and the Reference Date; For the avoidance of doubt, the Adjusted Equity shall, in the event of termination, be computed as on the Reference Date immediately preceding the Transfer Date; provided that no reduction in the Adjusted Equity shall be made for a period equal to the duration, if any, for which the BSPA period is extended, but the revision onaccount of WPI shall continue to be made..

“Agreement” or "Battery Energy Storage Purchase Agreement" or “Storage CapacityAgreement” or “SCA” or “BESPA”	shall mean this Battery Energy Storage Purchase Agreement including its recitals and Schedules, amended or modified from time to time in accordance with the terms hereof;
"Appropriate Commission"	Unless otherwise stated, Appropriate Commission shall mean Telangana Electricity Regulatory Commission;
“Annual Availability”	For a particular Contract Year, “Annual Availability” shall be theaverage availability of the Contracted BESS capacity during that particular Contract Year, calculated as per the RfS ;
"Bill Dispute Notice"	shall mean the notice issued by a Party raising a Dispute regarding a Monthly Bill or a Supplementary Bill issued by the other Party;
“Business Day”	shall mean with respect to BESSD and TGGENCO, a day other than Sunday or a statutory holiday, on which the banks remain open for business in Telangana;
“Buying Entity” or “Buying Utility” or Discoms	shall mean Distribution Companies and shall also include wherever admissible TGDISCOMs who agreed to avail the Battery Energy Storage Capacity from TGGENCO and executed (/ would execute) the Battery Energy Storage Sale Agreement (BESSA) from time to time with TGGENCO to meet demand requirement;
“CERC”	shall mean the Central Electricity Regulatory Commission of India, constituted under sub – section (1) of Section 76 of the Electricity Act, 2003, or its successors;
“CTU” or “Central Transmission Utility”	shall mean the Government Company notified by the Central Government under Sub-Section (1) of Section 38 of the Electricity Act, 2003.
“Change in Law”	shall have the meaning ascribed thereto in Article 12 of this Agreement;
“Commissioning”	The Project will be considered as commissioned if all equipment as per rated Project Capacity has been installed, synchronized with Grid demonstrated all required parameters as per procedure in Schedule 3of this Agreement.
“Commercial Operation Date (COD)”	shall mean the date of next day on which the Project Capacity or the last part capacity of the Project (as the case may be) has achieved successful commissioning (as per provisions of this Agreement and RfS Documents).

"Competent Court of Law"	shall mean any court or tribunal or any similar judicial or quasi-judicial body in India that has jurisdiction to adjudicate upon issues relating to this Agreement;
"Consents, Clearances and Permits"	shall mean all authorizations, licenses, approvals, registrations, permits, waivers, privileges, acknowledgements, agreements, or concessions required to be obtained from or provided by any concerned authority for the purpose of setting up of the Project and providing energy storage facility under this Agreement;
"Consultation Period"	shall mean the period of ninety (90) days or such other longer period as the Parties may agree, commencing from the date of issuance of a BESSD Preliminary Default Notice or TGGENCO Preliminary Default Notice as provided in Article 13 of this Agreement, for consultation between the Parties to mitigate the consequence of the relevant event having regard to all the circumstances;
"Contract Year"	shall mean the period beginning from the Effective Date and ending on the immediately succeeding March 31 and thereafter each period of 12 months beginning on April 1 and ending on March 31 provided that: (i) 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 March 31, and thereafter each period of twelve (12) months commencing on April 1 and ending on March 31, and (ii) provided further that the last Contract Year of this Agreement shall end on the last day of the Term of this Agreement
"Contracted Capacity"	shall mean …… [Insert the Project Capacity] MW/_____MWh, which is the Energy Storage Capacity contracted with TGGENCO for supply by the BESSD to TGGENCO at the Delivery Point from the Project. For avoidance of any doubt it is clarified that it shall be the sole responsibility of BESSD to make all required arrangements including physical-techno-commercial demarcation.
"Controlling Shareholding"	shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium.
"Day"	shall mean a day, if not a Business Day, the immediately succeeding Business Day.
"Debt Due"	shall mean the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date: a. The principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the 'Principal') but excluding any part of

	the principal that had fallen due for repayment 2 (two) years prior to the Transfer Date; b. All accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in sub-clause (a) above until the Transfer Date but excluding: (i) any interest, fees or charges that had fallen due 2 (two) years prior to the Transfer Date, (ii) any penal interestor charges payable under the Financing Agreements to any Senior Lender, (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Procurer Default, and (iv) any Subordinated Debt which is included in the Financial Package and disbursed by equity investors or their Affiliates for financing the Total Project Cost. Provided that if all or any part of the Debt Due is convertible into Equity at the option of Senior Lenders and/or the Concessionaire, it shall for the purposes of this Agreement be deemed not to be Debt Due even if no such conversion has taken place and the principal thereof shall be dealt with as if such conversion had been undertaken. Provided further that the Debt Due, on or after COD, shall in no case
"Delivery Point"	shall mean the interconnection point at the voltage level of 220KV of the **Telangana** Sub-station including the dedicated transmission line (if any) connecting the Project with the substation system as specified in the RfS document. Metering shall be done at this interconnection point where the power is injected into / drawn. For interconnection with grid and metering, the BESSD shall abide by the relevant and applicable regulations, Grid Code notified by the CERC / TGERC or (and) Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time, or orders passed thereunder by the appropriate commission or CEA. Subject to provisions of this Agreement, for the Contracted Capacity, all charges and losses for charging, storing of energy and offtake of power shall be to the account of the Buying Entities. However, any charges / losses (if any) as per extant regulations / guidelines which are to be borne by the BESSD shall be borne by the BESSD. Moreover, any penalty or cost like deviation settlement mechanism etc. upto delivery point which is not attributable to Buying Entity shall be borne by the BESSD. In case it is paid by TGGENCO on behalf of Buying Utilities / BESSD, the same shall be recovered from the Buying Utilities / BESSD (as applicable);
"Discoms"	shall mean the Buying Entity(ies) or the distribution utilities who havesigned/will sign the BESSA (s) with TGGENCO for purchase of Battery Energy Storage Capacity;

“Dispute”	shall mean any dispute or difference of any kind between TGGENCO and the BESSD, in connection with or arising out of this Agreement including but not limited to any issue on the interpretation and scope of the terms of this Agreement as provided in Article 16 of thisAgreement;
"Due Date"	shall mean the Sixtieth (60^{th}) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by TGGENCO or, if such day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by the TGGENCO.
“Effective Date”	shall have the meaning ascribed thereto in Article 2.1 of this Agreement;
“Electricity Laws”	shall mean the Electricity Act, 2003 and the rules and regulations made there under from time to time along with amendments thereto and replacements thereof and any other Law pertaining to electricity including regulations framed by the Appropriate Commission;
"Energy Accounts"	shall mean the regional energy accounts/state energy accounts as specified in the Grid Code issued by the appropriate agency for each Month (as per their prescribed methodology), including the revisions and amendments thereof or where such regional energy accounts/ state energy accounts are not issued, Joint Meter Reading (JMR) will be considered; TGGENCO reserves the right to choose from any of the above, i.e. JMR/SEA/REA, based on the acceptance of the same by the Buying Entity;
“Event of Default”	shall mean the events as defined in Article 13 of this Agreement;
“Expiry Date”	Shall mean the date occurring as on twelve (15) years from the Scheduled Commissioning Date (SCD) or the date of full commissioning of the Project, whichever is later, subject to the condition that the storage capacity shall be made available to TGGENCO for a period upto 15 years from the from the Scheduled Commissioning Date (SCD) or the date of full commissioning of the Project, whichever is later, unless extended by the Parties as per thisAgreement;
“Financial Closure”	shall mean compliance with the requirements under Article 3.1 of this Agreement;
“Financing Agreements”	shall mean the agreements pursuant to which the BESSD has sought financing for the Project including the loan agreements, security documents, notes, indentures, security agreements, letters of credit and other documents, as may be amended, modified, or replaced fromtime to time, but without in anyway increasing the liabilities of TGGENCO;

"Force Majeure" or "Force Majeure Event"	shall have the meaning ascribed thereto in Article 11 of this Agreement;
"Guidelines" or "Scheme"	shall mean the Guidelines for "Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission andDistribution assets, along with Ancillary Services" issued by the Ministry of Power vide Gazette Resolution dated 10thMarch 2022, including subsequent amendments and clarifications, issued until the last date of bid submission of the referred RfS;
"Grid Code" / "IEGC"or "State GridCode"	shall mean the Grid Code specified by the CERC under Clause (h) of Sub-section (1) of Section 79 of the Electricity Act, as amended from time to time, and/or the State Grid Code as specified by the concerned State Commission, referred under Clause (h) of Sub-section (1) of Section 86 of the Electricity Act 2003, as applicable;
"ISTS"	shall mean the Inter-State Transmission System;
"Indian Governmental Instrumentality"	shall mean the Government of India, Governments of Telangana and any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or the above state Government(s) or both, any political sub-division of any of them; including any court or Appropriate Commission(s) or tribunal orjudicial or quasi-judicial body in India;
"Insurances"	shall mean the insurance cover to be obtained and maintained by the BESSD in accordance with Article 8 of this Agreement;
"Interconnection Facilities"	shall mean the facilities on BESSD's side of the Delivery Point for scheduling, transmitting and metering the electrical output in accordance with this Agreement and which shall include, without limitation, all other transmission lines and associated equipment, transformers, relay and switching equipment and protective devices, safety equipment and RTU, Data Transfer and Acquisition facilities for transmitting data subject to Article 7, the Metering System required for supply of power as per the terms of this Agreement;
"Intermediary agency" or "Intermediary nodal agency" or "IntermediaryProcurer" or "Nodal Agency"	shall mean Telangana Power Generation Corporation Limited (TGGENCO);
"Invoice" or "Bill"	shall mean either a Monthly Bill / Supplementary Bill or a Monthly Invoice/ Supplementary Invoice raised by any of the Parties;
"Joint Control"	shall mean a situation where none of the promoter shareholders has more than 50% shareholding in the paid-up share capital and voting rights in the BESSD, and the control is exercised jointly;

“Late PaymentSurcharge”	shall have the meaning ascribed thereto in Article 10.3.3 of this Agreement;
"Law"	shall mean in relation to this Agreement, all laws including Electricity Laws in force in India and any statute, ordinance, regulation, notification or code, rule, or any interpretation of any of them by an Indian Governmental Instrumentality and having force of law and shall further include without limitation all applicable rules, regulations, orders, notifications by an Indian Governmental Instrumentality pursuant to or under any of them and shall include without limitation all rules, regulations, decisions and orders of theAppropriate Commissions;
“Letter of Credit” or“L/C”	shall have the meaning ascribed thereto in Article 10.4 of this Agreement;
“MNRE”	shall mean the Ministry of New and Renewable Energy, Government of India;
“MoP”	shall mean the Ministry of Power, Government of India;
"Month"	shall mean a period of thirty (30) days from (and excluding) the date of the event, where applicable, else a calendar month;
"Party" and "Parties"	shall have the meaning ascribed thereto in the recital to this Agreement;
“Payment on Order Instrument” or “POI”	shall mean the irrevocable unconditional letter of undertaking issued by either of the three institutions, viz., (i) Indian Renewable Development agency Limited (IREDA) or (ii) Power Finance Corporation Limited or (iii) REC Limited., as an alternative to submission of Performance Bank Guarantee by the BESSD to TGGENCO,issued in the form attached hereto as Schedule 2;
“Payment SecurityMechanism”	shall have the meaning ascribed thereto in Article 10.4 of this Agreement;
“Performance BankGuarantee” or “PBG”	shall mean the irrevocable unconditional bank guarantee, submitted by the BESSD to TGGENCO in the form attached hereto as Schedule1;
“Battery Energy Storage Project” or “Project”or“BESPROJECT”,“Battery Energy Storage Systems” or “BESS”	shall mean the system(s)/projects of ……..[Insert capacity] MW/MWh, located at..... [Insert name of the place]in …. [Insert name of the District and State] having a separate control system, metering and single point of injection into the grid at Delivery/Interconnection/Metering point at substation and utilizing methods and technologies such as electrochemical batteries (Lead Acid, Li-ion, solid state batteries, flow batteries etc.), providing a facility that can store energy and deliver the stored energy in the form of electricity, including ancillary facilities (grid support, for example).It also includes all units and auxiliaries, Battery Energy Management System including associated applications / software; bay/s for transmission system in the switchyard, dedicated transmission line up to the Delivery Point and all the other assets,

	buildings/structures, equipment, plant and machinery, facilities and related assets required for the efficient and economic operation of the power generationfacility; whether completed or at any stage of development and construction or intended to be developed and constructed for the purpose of supply of above mentioned Battery Energy Storage Capacity as per this Agreement;
Battery Energy Storage Sale Agreement (BESSA)	shall mean the Battery Energy Storage Sale Agreement (BESSA)entered between the Buying Entity and TGGENCO (Buyer- Buying Entity(ies) BESSA) for onward sale of Battery Energy Storage Capacity being procured under this Agreement, and formsSchedule-4 of this Agreement;
"Preliminary Default Notice"	shall have the meaning ascribed thereto in Article 13 of this Agreement;
"Project Capacity"	Shall mean [Insert the capacity]MW/MWh [as per LoA] of BESS, which [Insert name of BESSD] is required to Build Own Operate and supply such Battery Energy Storage Capacity as per provisions of this Agreement read harmoniously with RfSDocuments and LOA.
"Prudent Utility Practices"	shall mean the practices, methods and standards that are generally accepted internationally from time to time by electric utilities for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation and maintenance of Energy Storage System equipment and which practices, methods and standards shall be adjusted as necessary, to take account of: a) operation and maintenance guidelines recommended by the manufacturers of the plant and equipment to be installed / used for the Project Battery Energy Storage Project; b) the requirements of Indian Law; and the physical conditions at the site of the Project; c) Installation, Operation, Maintenance and Safety Guidelines / Rules/ Regulations for BESS/ Projects / Power Projects issued by Central Government Instrumentality;
"RBI"	shall mean the Reserve Bank of India;
"Rebate"	shall have the same meaning as ascribed thereto in Article 10.3.4 of this Agreement;
"RLDC"	shall mean the relevant Regional Load Dispatch Centre established under Sub-section (1) of Section 27 of the Electricity Act, 2003;

"RPC"	shall mean the relevant Regional Power Committee established by the Government of India for a specific region in accordance with the Electricity Act, 2003 for facilitating integrated operation of the power system in that region;
"Rupees", "Rs.","₹"	shall mean Indian rupees, the lawful currency of India;
"Scheduled Commissioning Date" or "SCD" of theProject	shall mean ..... [Insert Date];
"SERC"	shall mean the Electricity Regulatory Commission of any State in India constituted under Section-82 of the Electricity Act, 2003 or its successors, and includes a Joint Commission constituted under Subsection (1) of Section 83 of the Electricity Act 2003;
"SLDC"	shall mean the center established under Sub-section (1) of Section 31 of the Electricity Act 2003, relevant for the State(s) where the Delivery Point is located;
"SLDC Charges"	shall mean the charges levied by the SLDC of the state wherein the Project is located;
"TGGENCO"	shall mean Telangana Power Generation Corporation Limited;
"State Transmission Utility" or "STU"	shall mean the Board or the Government company notified by the respective State Government under Sub-section (1) of Section 39 of the Act;
"Tariff" or "Applicable Tariff"	Shall have the same meaning as provided for in Article 9 of this Agreement;
"Tariff Payment"	shall mean the payments to be made under Monthly Bills as referred to in Article 10 and the relevant Supplementary Bills;
"Termination Notice"	shall mean the notice given by either Parties for termination of this Agreement in accordance with Article 13 of this Agreement;
"Term of Agreement"	shall have the meaning ascribed thereto in Article 2 of this Agreement;
"Unit/ Part Commissioning"	Subject to the compliance of conditions / procedure as detailed under Schedule-3 of this Agreement, Unit / Part Commissioning shall mean the Energy Storage Power Capacity (AC MW/ AC MWh) to be commissioned as per provisions of this Agreement and RfS document. Subject to other applicable provisions, the minimum part commissioning capacity for the 1stpart will be 125 MW / 250 MWh. The total number of installments / phases / parts in which a Project can be commissioned will be not more than 2, i.e., 1stPart of min. 125 MWand 1 subsequent parts;

"Unit Commercial Operation Date (UCOD)"	shall mean the date of the next day of commissioning of the respective part(s) of the Battery Energy Storage Project subsequent to the demonstration of the compliance of commissioning as per this Agreement and witnessed by the Committee (as applicable) duly constituted and also start of injection / drawl and scheduling of power from the BESS at the Delivery Point and availability / installation of all necessary arrangements / equipment including RTU for scheduling of power generated from the Project and transmission of data to theconcerned authority as per applicable regulation;
"Viability Gap Funding (VGF)"	Viability Gap Funding is financial support as per MoP's PSDF scheme. Cost for BESS to be provided by the Central Government to BESSD through Implementing Agency. The VGF shall be a non-recurring expenditure and shall be fully funded from central grant. VGF amount eligible for BESS Developer is limited to the amount calculated @Rs. 18,00,000/MWh (Rupees Eighteen Lakhs per MWh).
"Week"	shall mean a calendar week commencing from 00:00 hours of Monday, and ending at 24:00 hours of the following Sunday;

1.2 ***Interpretation***

Save where the contrary is indicated, any reference in this Agreement to:

1.2.1 “Agreement" shall be construed as including a reference to its Schedules and/or Appendices and/or Annexures;

1.2.2 An "Article", a "Recital", a "Schedule” and a “paragraph / clause" shall be construed as a reference to an Article, a Recital, a Schedule and a paragraph/clause respectively of this Agreement;

1.2.3 A “crore” means a reference to ten million (10,000,000) and a “lakh” means a reference to one tenth of a million (1,00,000);

1.2.4 An "encumbrance" shall be construed as a reference to a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect;

1.2.5 “Indebtedness” shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;

1.2.6 A "person" shall be construed as a reference to any person, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests;

1.2.7 "Rupee", "Rupees”, “Rs” or new rupee symbol “₹” shall denote Indian Rupees, the lawful currency of India;

1.2.8 The "Winding-up", "dissolution", "insolvency", or "reorganization" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the Law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, Winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;

1.2.9 Words importing the singular shall include the plural and vice versa;

1.2.10 This Agreement itself or any other agreement or document shall be construed as a reference to this or to such other agreement or document as it may havebeen, or may from time to time be, amended, varied, novated, replaced or supplemented;

1.2.11 A Law shall be construed as a reference to such Law including its amendments or re-enactments from time to time;

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

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

1.2.14 The tables of contents and any headings or sub-headings in this Agreement have been inserted for ease of reference only and shall not affect the interpretation of this Agreement;

1.2.15 All interest, if applicable and payable under this Agreement, shall accrue from day to day and be calculated on the basis of a year of three hundred and sixty- five (365) days;

1.2.16 The words “hereof” or “herein”, if and when used in this Agreement shall mean a reference to this Agreement;

1.2.17 The terms “including” or “including without limitation” shall mean that any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided;

1.2.18 This Agreement and other documents such as Request for Selection Documents, Guidelines including subsequent clarifications, amendments and further clarifications in regard to the tender shall be read in conjunction with each other and interpreted in harmonious manner. However, in case of any mismatch/contradiction between provisions of different documents, following shall be the order of precedence:

1. Battery Energy Storage Purchase Agreement / Battery Energy Storage Sale Agreement
2. RfS Document & Letter of Award

ARTICLE 2: TERM OF AGREEMENT

2.1 *Effective Date*

2.1.1 This Agreement shall come into effect from the date of signing by both parties and such date shall be referred to as the Effective Date.

2.1.2 The Parties agree that decisions pertaining to adoption of the Tariff and approval of the same, for procurement of Contracted Capacity, shall be binding on all Parties concerned, as contained in the Electricity Act, 2003 and any amendments thereof.

2.1.3 Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either party against the other under this Agreement shall be that, within 120 days after the Effective Date of the BESPA, TGGENCO and/or the Buying Entity(ies) shall obtain adoption of tariff from TGERC (as applicable), on the terms and conditions contained in this Agreement read with the terms and conditions contained in the BESSA entered into between TGGENCO and the Buying Entity(ies). The Parties agree that in the event, the order of adoption of tariff as mentioned above is not issued by the TGERC within the time specified above, the provisions of Article 2.1.4 shall apply.

2.1.4 In case the order from the TGERC is issued within the timeline as per Article 2.1.3, no extension for Financial Closure or Scheduled Commissioning Date shall be given. However, if the requisite TGERC order is issued after the timeline as per Article 2.1.3, this shall entail a corresponding extension in Scheduled Financial Closure and the Scheduled Commissioning Date for equal number of days for which the TGERC order has been delayed beyond such period as specified in Article 2.1.3.

2.2 *Term of Agreement*

2.2.1 Subject to Article 2.3 and 2.4 of this Agreement, this Agreement shall be valid for a term **i.e., 15 years** from the Effective Date until the Expiry Date. This Agreement may be extended for a further period at least one hundred eighty (180) days prior to the Expiry Date, on mutually agreed terms and conditions.

2.2.2 After completion of the scheduled time of BESPA, the vendor has to handover the land as it was handed over at the time of inception of the project.

2.2.3 The BESSD is free to operate their plants beyond the Expiry Date if other conditions like land lease / Right to Use of Land (as applicable), permits, approvals and clearances etc. allow. In such case unless otherwise agreed by the TGGENCO/Buying Entity, TGGENCO/Buying Entity (as the case may be) shall not be obligated to procure power beyond the Expiry Date.

2.3 *Early Termination*

2.3.1 This Agreement shall terminate before the Expiry Date if either TGGENCO or BESSD terminates the Agreement, pursuant to Article 13 of this Agreement.

2.4 *Survival*

2.4.1 The expiry or termination of this Agreement shall not affect any accrued rights, obligations and liabilities of the Parties under this Agreement, including the right to receive penalty as per the terms of this Agreement, nor shall it affect the survival of any continuing obligations for which this Agreement provides, either expressly or by necessary implication, which are to survive after the Expiry Date or termination including those under Article 11 (Force Majeure), Article 13 (Events of Default and Termination), Article 14 (Liability and Indemnification), Article 16 (Governing Law and Dispute Resolution), Article17 (Miscellaneous Provisions), and other Articles and Schedules of this Agreement which expressly or by their nature survive the Term or termination of this Agreement shall continue and survive any expiry or termination of this Agreement.

ARTICLE 3: CONDITIONS SUBSEQUENT

3.1 *Satisfaction of conditions subsequent by the BESSD*

The BESSD agrees and undertakes to duly perform and complete all of the following activities at its own cost and risk unless such completion is affected by any Force Majeure event, or for the activities specifically waived off in writing by TGGENCO:

(i) BESSD's own cost and risk by……[Enter the date as on Twelve(06) Months after the Effective Date] BESSD shall make Project financing arrangements (i.e. *arrangement of necessary funds by the Battery Energy Storage System Developer towards 100 % project cost either by way of commitment of funds by the Company from its internal resources (by a resolution passed by the Board of Directors) and/or tie up of funds through a bank/financial institution by way of sanction of a loan or firm commitment letter agreeing to finance*) for Projects(s) and shall provide necessary certificates to TGGENCO in this regard;

(ii) Detailed Project Report (DPR) of the Project, detailing out project configuration and proposed commissioning schedule of the Project.

a) The BESSD shall also submit to TGGENCO the relevant documents as stated above, complying with the Conditions Subsequent, within Nine (6) months from the Effective Date.

b) 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.

3.2 *Consequences of non-fulfillment of conditions subsequent and financial closure*

3.2.1 In case of a failure to submit the documents as above, TGGENCO shall encash the Performance Bank Guarantee/Payment on Order Instrumentsubmitted by the BESSD, terminate this Agreement and remove the Project from the list of the selected Projects by giving a notice to the BESSD in writing of at least seven (7) days, unless the delay (subject to the condition that BESSD has made/ is making all possible efforts) is on account of delay in allotment of Land by the Government not owing to any action or inaction on the part of the BESSD or caused due to a Force Majeure. Unless extended as per provisions of Article 3.2.1 (i) of this Agreement in writing, the termination of the Agreement shall take effect upon the expiry of the 7thday of the above notice.

3.2.1 (i) An extension, without any impact on the Scheduled Commissioning Date, can however be considered, on the sole request of BESSD, on payment of Rs. 1000/- per day per MW to TGGENCO. Such extension charges are required to be paid to TGGENCO in advance, for the period of extension required. In case of any delay in depositing this extension charge, BESSD shall pay an interest on this extension charge for the days lapsed beyond due date of Financial Closure @ SBI-MCLR (1Year). In case such delay in making payment of the extension charges to TGGENCO is more than 7 days, the termination of the Agreement shall take effect upon the expiry of such 7^{th}day. This amount will go into the Payment Security Mechanism. In case of the BESSD meeting the requirements of conditions subsequent and financial closure before the last date of such proposed delay period, the remaining amount deposited by the BESSD shall be returned by TGGENCO without interest. This extension will not have any impact on the Scheduled Commissioning Date. Any extension charges paid so by the BESSD, shall be returned to the BESSD without any interest on achievement of successful commissioning within the Scheduled Commissioning Date, on pro-rata basis, based on the project capacity commissioned as on Scheduled Commissioned Date. However, in case the BESSD fails to commission the Contract Capacity by Scheduled Commissioning Date, the extension charges deposited by the BESSD shall not be refunded by TGGENCO.

3.2.2 For the avoidance of doubt, it is clarified that this Article shall survive the termination of this Agreement.

3.2.3 In case of inability of the BESSD to fulfill the conditions specified in Article 3.1 due to any Force Majeure event, the time period for fulfillment of the Conditions Subsequent and Financial Closure as mentioned in Article 3.1, shall be extended for the period of such Force Majeure event. Further, any delay in adoption of tariff by the Appropriate Commission, beyond 120 (one hundred twenty days) days after the Effective Date of this Agreement, shall entail a corresponding extension in the deadline as stipulated in Article 3.1.

3.2.4 Provided that due to the provisions of this Article 3.2.1, any increase in the time period for completion of conditions subsequent and financial closure mentioned under Article 3.1, shall also lead to an equal extension in the Scheduled Commissioning Date.

3.3 *Performance Bank Guarantee/POI/Insurance Security Bond*

3.3.1 The Performance Bank Guarantee (PBG)/POI/ISB having validity from the date of submission of PBG/POI/ISB until **9 months** after the SCD submitted for a value **of INR 12.5 Lakhs per MW**(being a genuine pre-estimate as agreed by the Parties) to be furnished under this Agreement shall be for guaranteeing the commencement of the supply (injection / drawl) of power / energy up to the Project Capacity within the time specified in this Agreement as per Schedule 1.

3.3.2 The failure on the part of the BESSD to furnish and maintain the Performance Bank Guarantee/POI/ISB shall be a material breach of the term of this Agreement on the part of the BESSD.

3.3.3 If the BESSD fails to commence supply of power from the Scheduled Commissioning Date specified in this Agreement or any further extension thereof granted by TGGENCO, subject to conditions mentioned in Article 4.5, TGGENCO shall encash the Performance Bank Guarantee/POI/ISB equivalent to the amount calculated as per liquidated damages applicable under Article 4.6 as on the date of encashment without prejudice to the other rights of TGGENCO under this Agreement. It is to be noted that the damages/dues recovered by TGGENCO by encashing the PBG/POI/ISB, upon the default of the BESSD under the BESPA, shall be credited to the payment security fund maintained by TGGENCO.

3.3.4 BESSD acknowledges and accepts that the amount of the Performance Bank Guarantee and the methodology specified herein above for calculation of the compensation payable for non fulfillment of conditions subsequent within the stipulated time as well as non commencement of supply within the stipulated time is a genuine and accurate pre-estimation of the actual loss that will be suffered by TGGENCO. BESSD further acknowledges and accepts that a breach of any of the obligations contained herein result in injuries and that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this document is a genuine and reasonable pre estimate of the damages that may be suffered by TGGENCO in each case specified under this Agreement.

3.4 *Return of Performance Bank Guarantee/POI/ISB*

3.4.1 Subject to Article 3.3, TGGENCO shall return / release the Performance Bank Guarantee within 9 months after the successful Commissioning of the Project after taking into account any liquidated damages/ penalties due to delays in commissioning as per provisions stipulated in this Agreement.

3.4.2 The return / release of the Performance Bank Guarantee/POI/ISBshall be without prejudice to other rights of TGGENCO under this Agreement.

ARTICLE 4: CONSTRUCTION & DEVELOPMENT OF THE PROJECT

4.1 *BESSD's Obligations*

4.1.1 The BESSD undertakes to be responsible, at BESSD's own cost and risk, for the following:

a) The BESSD shall be solely responsible and make arrangements for associated infrastructure for development of the Project and for Connectivity till Delivery Point as per provisions of RfS for confirming the evacuation of power by the Scheduled Commissioning date and all clearances related thereto. However, it is clarified that the Project shall be interconnected with the Telangana transmission network. Connectivity has been assured to be provided to the BESSD, and necessary applications in this regard, will be required to be made by the BESSD. All the requisite costs associated including fees with obtaining connectivity shall be borne by the BESSD.

b) Obtaining all Consents, Clearances and Permits as required and maintaining all Consents, Clearances and Permits in full force and effect during the Term of this Agreement. TGGENCO shall have no obligation to recommend to any department/agency or the Govt. for the grant/permission for the Project. The BESSD shall, on his own, obtain permissions/ sanctions from Government authorities, if any required for establishing and operating (including for Charging and Discharging from BESS) the project. Any steps that may be taken by TGGENCO in regard to grant of such consents and permits or any other approval to be taken by the BESSD shall only be a voluntary endeavour with no intention of being bound by any legal or binding obligation.

c) Designing, constructing, erecting, commissioning, completing and testing the Project in accordance with the applicable Law, the Grid Code, the terms and conditions of this Agreement and Prudent Utility Practices.

d) the commencement of supply of power / energy up to the Contracted Capacity to TGGENCO no later than the Scheduled Commissioning Date and continuance of the supply of power throughout the term of the Agreement;

e) connecting the Project switchyard with the Interconnection Facilities at the Delivery Point; The BESSD shall make adequate arrangements to connect the Project switchyard with the Interconnection Facilities at Interconnection / Metering / Delivery Point.

f) owning the Project throughout the Term of Agreement free and clear of encumbrances, except those expressly permitted under Article 15.

g) maintaining its shareholding pattern as per provisions of the RfS Document.

h) fulfilling all other obligations required to be undertaken by the BESSD under this Agreement for development of Project in Build, Own, Operate basis and supply of BESS Capacity during Term of this Agreement and as per provisions of this Agreement, RfS and LOA.

i) The BESSD shall be responsible to for directly coordinating and dealing with the corresponding Buying Utility(ies), State Load Dispatch Center and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of Stored Energy Capacity and due compliance with deviation and settlement mechanism and the applicable Grid code/State/Central Regulations, acknowledging that the BESSD and the corresponding Buying Utility(ies) are the Grid connected entities and TGGENCO as an Intermediary Procurer/ trading licensee is not a Grid connected entity in respect of the Battery Energy Storage Capacity contracted under this Agreement. **BESSD has to follow the instructions of SLDC for charging and discharging the BESS availability, declaration and scheduling.**

j) The BESSD shall fulfill the technical requirements according to criteria mentioned under Annexure A–Technical requirement for Project under the Guidelines and RfS.

k) Further, the Project being implemented under this Agreement shall fulfill the criteria as per Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007, and subsequent amendments and clarifications thereof,

l) As part of scheduling of power / energy from / to the Project for discharging/ charging, the BESSD 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, the SLDC of the Buying Entity/Discom, as per the Regulations in force. TGGENCO may facilitate in identification of any discrepancy and assist the BESSD for its early rectification without any liability on TGGENCO. The BESSD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices / penalty.

m) Not Included in RFS

n) Not Included in RFS

o) For the Project being implemented under this Agreement, 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 land procurement, grid connectivity; order, supply and erection status of various Project components; financial arrangement/ tie up etc. The BESSD shall also submit the progress report to TGGENCO in a form acceptable to TGGENCO and shall contain percentage completion achieved compared with the planned percentage completion for each activity, and any such other information as required by TGGENCO. The BESSD shall be required to submit the progress status of Project to TGGENCO as and when requested by TGGENCO, strictly within the timelines provided by TGGENCO. Further, on 5th day of every calendar month, the BESSD shall be required to submit the Project progress status as per Annexure-E of the RfS or the format as desired by Buying Entity. In case of failure to comply with the same, TGGENCO at its discretion, may or may not consider the SCD extension request of the BESSD, if any.

4.2 ***Information regarding Interconnection Facilities***

4.2.1 The BESSD shall be required to obtain all information from the STU/concerned authority with regard to the Interconnection Facilities as is reasonably necessary to enable it to design, install and operate all interconnection facilities on the BESSD's side of the Delivery Point to enable injection / drawl of electricity at the Delivery Point. The transmission of power/ energy to / from up to the point of interconnection where the metering is done for energy accounting shall be the responsibility of the BESSD at its own cost.

4.2.2 Penalties, fines and charges imposed by the STU under any statute or regulation in relation to delay in commissioning of Project shall be payable by the BESSD to the extent the delay is attributable to the BESSD.

4.2.3 The responsibility of getting connectivity with the transmission system up to the Interconnection Point, will lie with the BESSD. The transmission of power up to the point of interconnection where the 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 designated point as per the applicable terms and conditions shall be the responsibility of the BESSD. All costs, charges and losses up to and including at the Interconnection Point associated with this arrangement will also be borne by the BESSD.

4.2.4 The BESSD shall be responsible for obtaining Connectivity and executing connectivity agreement as per provision of GNA regulation issued by CERC,for evacuation of the Contracted Capacity and maintaining it throughout the term of the Agreement. It is further clarified that the Entities (BESSD and Buying Entity) as indicated in the Detailed Procedure issued subsequently under the Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022, will be responsible for their respective obligation as notified in the Detailed Procedure irrespective of the provisions of the RfS, BESPA and BESSA. **BESSD has to follow the instructions of SLDC for charging and discharging the BESS availability, declaration and scheduling.**

4.2.5 The arrangement of connectivity shall be made by the BESSD through a transmission line, if applicable. The entire cost of transmission including cost of construction of line, any other charges, losses etc. from the Project up to the Interconnection Point will be borne by the BESSD.

4.2.6 Treatment of ISTS Charges (if any) shall be as per the extent regulation / orders/ guidelines of Government of India.

4.2.7.1 BESSD Needs to carryout inter connection studies in PSS/E & PSCAD in line with CTUIL guidelines.

4.2.7.2 Following studies may be conducted (not limited to below) by BESS Developer(s) in this regard:

i. Harmonic studies considering network and BESS system along with flicker studies

ii. Transient and dynamic studies

iii. Small signal stability studies

iv. Sub-Synchronous Oscillations/ Sub-Synchronous Resonance / Sub-

v. Synchronous Torsional Interaction studies

vi. Sub-synchronous control interactions studies between different converter based equipment.

4.2.7.3 In addition, BESS system shall need comply to requirements/performance parameters stipulated in Central Electricity Authority (Technical Standards for Connectivity to the Grid) Regulations, 2007 and its amendments.

4.2.7.4 Communication Equipment Requirement at BESS end:

BESSD will provide UGFO/Approach cable (having minimum 12 Fibers) from BESS end to the----------control room. BESSD will provide FOTE (STM-16) terminal equipment, FODP and PMU at the BESS end.

4.2.7.5. Communication Equipment Requirement at STU end:

BESSD will provide communication equipment's as per 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).The communication protocol between SLDC and BESS is secure IEC 104 configured for four control centres with redundant firewalls with cyber security features, with AGC feature at BESS end to control from SLDC and also bays at connecting station to be integrated to existing gateways configured to four control centres.

4.2.7 Subject to the terms and conditions of this Agreement, the BESSD undertakes to sell to TGGENCO for onward sale to Buying Entity(ies) under BESSA and TGGENCO undertakes to pay Applicable Tariff as per this Agreement for the Battery Energy Storage Capacity up to the Contracted Capacity at the Delivery Point.

4.2.8 Battery Energy Storage Capacity procured from the Project awarded under the RfS shall be allocated on back-to-back basis to the Buying Entities at the discretion of TGGENCO, in consultation with Buying Entities.

4.3 *Right to Project Capacity*

4.3.1 TGGENCO, in any Contract Year except for the Contract Year ending on 31st March immediately after COD of the Project, shall not be obliged to off-take any capacity beyond / over and above Contracted Capacity.

Moreover, during a day in any Contract year, BESSD shall not be asked as well as BESSD shall not be allowed to schedule for more than 1 Cycle / day. For the purpose of this Agreement, Cycle shall mean charging of the BESS up to the Contracted capacity followed by discharge of such stored energy including any intervening resting period as specified in the RfS Document. Discharging from the . The BESSD shall not use the Contracted Capacity for any purpose other than that

specified in this Agreement.

For example, for the Contracted Capacity of 150 MW/600 MWh, the BESPA shall entitle the off-taker to schedule discharge upto 600 MWh of energy from the BESS in one cycle, subject to the following:

i. The Buying Entity 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) Illustration: For a Contracted Capacity of 150 MW/600 MWh, assuming an RtE of 85%, Buying entity shall supply charging power to the tune of 705.88 MWh, to expect a discharge of 600 MWh as per the desired schedule. In this case, the BESSD shall also maintain the BESS capacity to the tune of 705.88 MWh to absorb the supplied charging power.

ii. Energy scheduled for discharge in a given cycle during a year shall be more than or equal to the Min. Dispatchable Energy Capacity at the End of Year as specified under Article 4.3.2.(c) and shall be limited to the quantum specified for the immediately previous year, as specified in Article 4.3.2.(c).

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

4.3.2 Subsequent to commissioning of the Project, for any Contract Year, the BESSD shall be required to maintain and demonstrate the following performance parameters:

a) **Minimum Annual Average Availability of 95%:** During any Contract Year for the Contracted Capacity, BESSD shall be required to maintain minimum annual average availability of 95%. Annual Average Availability shall be calculated as per methodology given in the RfS.

In case of shortfall in meeting the above criteria, the BESSD shall be levied liquidated damages for such shortfall and shall duly pay such damages to TGGENCO to enable TGGENCO to remit the amount to Buying Entity(ies) under BESSA. Amount **of** such liquidated damages shall be twice the Capacity Charges (Capacity Charges shall mean Applicable Tariff as defined under Article 9 of the BESPA) for the capacity not made available.

The Minimum Annual Average Availability as specified above, shall however be **relaxable** by Buyer to the extent of grid non-availability for evacuation which is

beyond the control of the BESSD (as certified by the SLDC/RLDC) and / or upon occurrence of Force Majeure event as identified in BESPA (and occurrence of such Force Majeure event(s) has been mutually agreed) and affecting availability and supply of Contracted Capacity.

b) **Round Trip Efficiency**: The BESSD shall maintain **AC to AC roundtrip efficiency (RtE) 85%** of system on a monthly basis. Calculation of Round-Trip Efficiency shall be as per the methodology specified in RfS.

The BESSD shall be liable for liquidated damages, if any, as per following criteria:

(i) For 70% ≤ RtE< 85% there shall be a liquidated damage levied @ Rs. APPC charge of previous financial year of the Discoms of excess conversion losses considering system RtE = 85%

(ii) For RtE<70%, there shall be a liquidated damage levied @ APPC charge 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.

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

c) Taking into consideration capacity degradation, the minimum dispatchable capacity 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%

d) Performance criteria to be demonstrated by the Project have been detailed out in Schedule-B of this Agreement.

4.3.3 Shortfall in meeting Performance Criteria

Following provisions shall be applicable on the Contracted Capacity guaranteed to be off taken by TGGENCO:

Subsequent to COD of full Project 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 the BESSA as payable by TGGENCO to Buying Entity(ies) and shall duly pay such damages to TGGENCO to enable TGGENCO to remit the amount to Buying Entity(ies).

Liquidated damages on account of shortfall in meeting the minimum Availability criteria as per Article 4.4.2 (a) 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 Article 4.4.2 (a) above;

B is Actual Annual System Availability, as calculated as per Schedule-B of this Agreement;

C is Contracted Capacity;

D is Tariff / 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 Article4.4.2 (b), additional Liquidated Damages for the unavailability of the required minimum RtE shall be applicable for the entire month.

For avoidance of any doubt, liquidated damages as specified above are mutually

exclusive and independent, therefore, in case of levying of liquidated damages against Annual Average Availability and Round-Trip Efficiency, both damages shall be payable by the BESSD. Illustrations regarding calculation of liquidated damages are provided at Schedule-2 of this Agreement.

4.4 ***Extensions of Time***

4.4.1 In the event that the BESSD is prevented from performing its obligations under Article 4.1 by the Scheduled Commissioning Date due to:

a) any TGGENCO Event of Default; or

b) Force Majeure Events affecting TGGENCO/ Buying Entity(ies), or

c) Force Majeure Events affecting the BESSD,

the Scheduled Commissioning Date and the Expiry Date shall be deferred for a reasonable period but not less than 'day for day' basis, to permit the BESSD or TGGENCO/ Buying Entity(ies) through the use of due diligence, to overcome the effects of the Force Majeure Events affecting the BESSD or TGGENCO/Buying Entity(ies), or till such time such Event of Default is rectified by TGGENCO.

4.4.2 Any delay beyond 120 days from the Effective Date of BESPA in issuance of Order for the adoption of tariff by Hon'ble TGERC, shall entail a corresponding extension in Scheduled Financial Closure and the Scheduled Commissioning Date for equal number of days for which the TGERC order has been delayed beyond such period of 120 days from the Effective Date of BESPA.

4.4.3 In case of extension due to reasons specified in Article 4.5.1(b) and (c), and if such Force Majeure Event continues even after a maximum period of 180 days from the date of the Force Majeure Notice, any of the Parties may choose to terminate the Agreement as per the provisions of Article 11.10. In case neither party terminates the Agreement under this clause, the Agreement shall stand terminated on the expiry of twelve (12) months of the continuation of the Force Majeure event unless the parties mutually agree to extend the Agreement for the further period.

4.4.4 If the Parties have not agreed within thirty (30) days after the affected Party's performance has ceased to be affected by the relevant circumstance, on the time period by which the SCSD or the Expiry Date should be deferred, either Party may raise the Dispute to be resolved in accordance with Article 16.

As a result of such extension on account of Article 4.5.1 or Article 4.5.2, the newly determined Scheduled Commissioning Date and newly determined Expiry Date shall be deemed to be the Scheduled Commissioning Date and the Expiry Date for the

purposes of this Agreement.

4.4.5 Subsequent to grant of connectivity, in case there is a delay in readiness of the substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure 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 Article 4.2.4 of this Agreement,

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, is a factor attributable to the CTU/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 change in Project location by the BESSD, extension requests under this Article shall be dealt by TGGENCO on case-to-case basis. 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.

4.4.6 Delay in commissioning of the project beyond the scheduled commissioning date for reasons other than those specified in Article 4.5.1 & Article 4.5.2 shall be an event of default on part of the BESSD and shall be subject to the consequences specified in the Article 4.6.

4.5 *Liquidated Damages not amounting to penalty for delay in Commissioning*

4.5.1 The Project shall be fully commissioned within the Scheduled Commissioning Date as defined in this Agreement. If the BESSD is unable to commission the Project by the Scheduled Commissioning Date for the reasons other than those specified in Article 4.4.1, the BESSD shall pay to TGGENCO, damages for the delay in such commissioning and making the Contracted Capacity available for dispatch by the

Scheduled Commissioning Date as per the following:

(a) Delay beyond the Scheduled Commissioning Date up to (& including) the date of commissioning, as part of the liquidated damages, the total PBG amount for the Project shall be encashed on per-day basis and proportionate to the balance capacity not commissioned. For the purpose of calculations of the liquidated damages, 'month' shall be considered consisting of 30 days. As an alternative to the above encashment of PBG, 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 shall encash the PBG for the amount as per the liquidated damages. In case the BESSD 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 BESSD within the above deadline, the PBG will be encashed by TGGENCO on the next business day.

(b) Delay beyond Six(6) Months from SCD: The BESPA capacity shall stand reduced/amended to the Project Capacity commissioned, the entire PBG will be encashed by TGGENCO, and the BESPA for the Project shall stand terminated for the balance un-commissioned capacity. Accordingly, Contracted Capacity will also stand reduced to Project Capacity commissioned as of six months from the SCD.

(c) For avoidance of doubt it is clarified that provisions of Article 4.6.1 will be applicable even in cases where no capacity (**i.e. 0 MW**) is commissioned.

4.5.2 Not Used.

4.5.3 The BESSD further acknowledges and accepts that the amount of the liquidated damages as specified above is a fixed, genuine and reasonable pre-estimate of the damages that may be suffered by TGGENCO/ Buying entity(s).

4.6 ***Acceptance/Performance Test***

4.6.1 Prior to synchronization of the Project, the BESSD shall be required to get the

Project certified for the requisite test including for safety as may be laid down by Central Electricity Authority or an agency identified by the central government to carry out testing and certification for the Battery Energy Storage projects. Further, BESSD shall ensure that all technical, acceptance and performance criteria as specified in RfS Documents and Guidelines are also complied and maintained.

4.7 ***Third Party Verification***

4.7.1 The BESSD shall be further required to provide entry to the site of the Project free of all encumbrances at all times during the Term of the Agreement to TGGENCO (or its authorized representatives) and a third Party nominated by any Indian Governmental Instrumentality for inspection and verification of the works being carried out by the BESSD at the site of the Project. The BESSD shall provide full support to TGGENCO and/or the third party in this regard.

4.7.2 The third party may verify the construction works/operation of the Project being carried out by the BESSD and if it is found that the construction works/operation of the Project is not as per the Prudent Utility Practices, it may seek clarifications from BESSD or require the works to be stopped or to comply with the instructions of such third party.

4.8 ***Breach of Obligations***

4.8.1 The Parties herein agree that during the subsistence of this Agreement, subject to TGGENCO being in compliance of its obligations & undertakings under this Agreement, the BESSD would have no right to negotiate or enter into any dialogue with any third party for the sale of Contracted Capacity which is the subject matter of this Agreement. It is the specific understanding between the Parties that such bar will apply throughout the entire term of this Agreement.

ARTICLE 5: SYNCHRONISATION, COMMISSIONING AND COMMERCIAL OPERATION

5.1 *Synchronization, Commissioning and Commercial Operation*

5.1.1 The BESSD shall give the concerned RLDC/SLDC, TGGENCO and also Buying Entity (ies) at least sixty (60) days' advanced preliminary written notice and at least thirty (30) days' advanced final written notice, of the date on which it intends to synchronize the Project to the Grid System.

5.1.2 Subject to Article 5.1.1, the Project may be synchronized by the BESSD to the Grid System when it meets all the connection conditions prescribed in applicable Grid Code then in effect and otherwise meets all other Indian legal requirements for synchronization to the Grid System.

5.1.3 The synchronization equipment and all necessary arrangements / equipment including RTU / any other equipment for charge and discharge of power from the Project and transmission of data to the concerned authority as per applicable regulation shall be installed by the BESSD at its facility of the Project at its own cost. The BESSD shall synchronize its system with the Grid System only after the approval of synchronization scheme is granted by the head of the concerned substation/Grid System and checking/verification is made by the concerned authorities of the Grid System and SLDC, in line with the provisions of the Grid Code. The communication protocol between SLDC and BESS is secure IEC 104 configured for four control centres with redundant firewalls with cyber security features, with AGC feature at BESS end to control from SLDC and also bays at connecting station to be integrated to existing gateways configured to four control centres.

5.1.4 The BESSD shall immediately after each synchronization/tripping of system, inform the sub-station of the Grid System to which the Project is electrically connected in accordance with applicable Grid Code under intimation to TGGENCO. In addition, the BESSD at its own risk and cost, will be required to arrange for the charging and discharging of power for carrying to carry out operational/ functional test prior to commercial operation as well as for commissioning of the Project. For avoidance of doubt, it is clarified that Synchronization / Connectivity of the Project with the grid shall not to be considered as Commissioning of the Project.

5.1.5 The BESSD shall commission the Project as detailed in "**Schedule 3: Commissioning Procedure**" within eighteen (18) Months from the Effective Date

of BESPA. Declaration of COD / UCOD shall only be done subject to the demonstration of the compliances as per Schedule-3.

5.1.6 Part commissioning of the Project, without imposition of any liquidated damages in terms of the BESPA, shall be accepted by TGGENCO subject to the condition that the minimum part commissioning capacity for the 1st part will be 50MW. The total number of installments in which a Project can be commissioned will be not more than 3, i.e., 1st initial installment of 50MW and 2 subsequent installment. 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 the Term as defined in this Agreement.

5.1.7 The Parties agree that for the purpose of commencement of the BESS capacity by the BESSD to TGGENCO, liquidated damages for delay etc., the Scheduled Commissioning Date (or extended Scheduled Commissioning Date) as defined in this Agreement shall be the relevant date.

5.1.8 The BESSD shall submit requisite documents as mentioned below, at least 30 days prior to trial run of the Project –

i. Intimation regarding the timeline for commencement of supply of power from the Project.

ii. Copy of CON-4 report submitted to STU.

iii. Installation report duly signed by the authorized signatory. The BESSD is advised to take due care in furnishing such Installation Report.

iv. CEI/CEIG (as applicable) report containing approval for all the components, including Batteries, inverters, transformers, transmission system and protection system, along with all annexures/attachments. It would be the responsibility of the BESSD to obtain the certificate.

v. Approval of metering arrangement/scheme from STU/GRID-INDIA/ any other concerned authority as applicable.

vi. Plant Layout, Plant (AC & DC) SLD.

vii. Affidavit certifying that the BESSD has obtained all the necessary approvals for commencement of power supply from the Project, and indemnifying TGGENCO against any discrepancies in the above details.

viii. Affidavit from the BESSD certifying possession of land identified for the Project, bearing the details of such land parcels where Project is located, and indemnifying TGGENCO against any discrepancies in the above details.

ix. Documents to establish the compliance of technical requirement as per BESPA/RfS.

x. Invoices against purchase of the Batteries, Inverters/PCUs, SCADA and BMS along with the summary sheet containing the list of all the invoices, inverters including details and number of items. Lorry Receipts for delivery of Project components at site along with certified summary sheet by the authorized signatory.

It is clarified that TGGENCO shall bear no responsibility in declaration of commissioning/COD of the Project. However, on the basis of above documents, the BESSD shall be required to obtain No-objection certificate (NOC)/BESPA Compliance Certificate from TGGENCO prior to declaration of commissioning/COD of the Project.

TGGENCO's scope will be limited to verifying the installation of rated capacity(ies) of the Project, as per the COD certificate submitted by the BESSD. This verification will be at TGGENCO's discretion and shall not constitute any certification/confirmation of commissioning/COD of the Project by TGGENCO. Prior to declaration of commencement of power supply, the BESSD shall submit COD certificate for the corresponding Installed Capacity which has commenced power supply to TGGENCO as part of the requisite documents.

5.1.9 Early Commissioning

The BESSD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the Scheduled Commissioning Date.

Early commissioning of the Project will be allowed solely at the risk and cost of the BESSD, and TGGENCO may purchase the BESS capacity from such early commissioned Project at BESPA tariff, only in the case Discom agrees to purchase BESS Capacity at an earlier date at BESPA tariff plus facilitation charges in the form of trading margin under BESSA.

Such intimation for early commissioning shall be provided to TGGENCO at least 15 days before the proposed early commissioning date as per the Commissioning Procedure. In case there is no response provided by TGGENCO within 15 days from

the receipt of such intimation, such early commissioned capacity shall be deemed to have been rejected by TGGENCO. In case TGGENCO does not agree to purchase such capacity, early part/full commissioning of the Project shall still be allowed and the BESSD will be free to sell such capacity to a third party at its own risk and cost; until SCD or the date of commencement of procurement of BESS Capacity notified by TGGENCO, whichever is earlier. In such cases, a Provisional Commissioning Certificate will be issued to BESSD for period up to SCD or date of commencement of Power Procurement (whichever is earlier), along with a NOC for sale of Power to 3rd Party for such period. UCOD/COD of the Project under the BESPA will be the date on which the commissioning certificate is issued upon successful commissioning of the part/full capacity of the Project. Subject to the provisions of this Agreement, 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 the Procurer from the date of commencement of off-take of capacity by the Procurer.

ARTICLE 6: DISPATCH AND SCHEDULING

6.1 *Dispatch and Scheduling*

SLDC is the nodal agency for real time operation for dispatch and scheduling.

6.1.1 The BESSD, in consultation with Buying Entity(ies), shall be required to charge/ discharge the Battery System as per the applicable regulations / requirements/ guidelines of CERC / SERC /SLDC / RLDC/ NLDC or any other competent agency and same being recognized by the SLDC/NLDC or any other competent authority / agency as per applicable regulation/ law / direction and maintain compliance to the applicable Codes/ Grid Code requirements and directions, if any, as specified by concerned SLDC/RLDC from time to time. Any deviation from the Schedule will attract the provisions of applicable regulation / guidelines / directions and any financial implication on account of this shall be on the account of the BESSD.

6.1.2 The BESSD shall be responsible for directly coordinating and dealing with the Buying Entity(ies), RLDCs, SLDCs, Regional Power Committees, and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of charging and discharging power and due compliance with deviation and settlement mechanism and the applicable Grid code Regulations, acknowledging that the BESSD and Buying Entities are the Grid connected entities and TGGENCO as an intermediary procurer/ trading licensee is not a Grid connected entity in respect of the Battery Storage Capacity contracted under this Agreement.

6.1.3 DSM penalties, if any, shall be levied separately on the BESSD and the Buying Entity as applicable, at their respective ends for the charging and discharging activities. charges on this account shall be directly paid by the BESSD or the Buying Entity as per applicable regulations.

Reactive power charges shall be on account of the Buying Entity/BESSD at their respective ends during charging and discharging, as per CERC/SERC regulations.

6.1.4 **The BESSD shall take separate, metered connection for the Auxiliary Power load of BESS. Cost of Auxiliary power shall be borne by the BESSD as per the concerned Central/State regulations**.

6.1.5 Capacity procured from the Project awarded under this RfS shall be allocated on back-to-back basis to the Buying Entities at the discretion of TGGENCO, in

consultation with Buying Entities.

6.1.6 Further, in case of any difference in scheduled energy at the interfaces of all the SLDCs concerned for the corridor of the power flow, including the SLDC of the Buying Entity, TGGENCO will make payments corresponding to the lowest of the individual energy values to the BESSD, until rectification of the above error.

6.2 ***Supply obligation of the BESSD:***

In case the BESSD fails to offer the contracted power as per this Agreement to TGGENCO/Buying Entity and sells the contracted power without its consent to any other party, the BESSD, on a complaint to this effect by TGGENCO/Buying Entity to the load dispatch centre concerned, shall be debarred from participating in Power Exchanges and on the Discovery of Efficient Electricity Pricing portal and scheduling of any new short-term contracts from the Project for a period of three months from the date on which the default has been taken cognizance by the concerned load dispatch centre. The period of debarment shall increase to six months for second default and shall be one year for each successive default. Such debarment of the BESSD shall be without prejudice to the rights of TGGENCO/Buying Entity for seeking compensation for the default by the BESSD under this Agreement.

ARTICLE 7: METERING

7.1 *Meters*

7.1.1 For installation of Meters, Meter testing, Meter calibration and Meter reading and all matters incidental thereto, the BESSD and Buying Entity(ies) shall follow and be bound by the Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006, the Grid Code, as amended and revised from time to time.

7.1.2 The BESSD shall bear all costs pertaining to installation, testing, calibration, maintenance, renewal and repair of meters at BESSD side of Delivery Point for injection and drawl of power from the Grid during discharging and charging of BESS.

7.1.3 In addition to ensuring compliance of the applicable codes, the BESSD shall install Main & Check meters at the Delivery Point for both Charging and Discharging, along with Stand-by meter(s) as per the applicable Central/State regulations.

7.1.4 In case of pooling of multiple Projects, power from multiple Projects can be pooled and the combined power can be fed at Delivery point. In such cases, ABT compliant sub-meters as per relevant regulation/approval are also to be set up for individual projects in addition to the meters at Delivery Point as described in clause 7.1.3.

7.2 *Reporting of Metered Data and Parameters*

7.2.1 Online arrangement would have to be made by the BESSD for submission of metering data regularly for the entire period of this Agreement to the SLDC, TGGENCO and the concerned agency as per applicable regulation / directions.

7.2.2 Reports on metering parameters on monthly basis, and/or as required by regulation / Guidelines, shall be submitted by the BESSD to TGGENCO / TGTRANSCO / TGDISCOMs through TGGENCO for entire Term of the BESPA.

ARTICLE 8: INSURANCES

8.1 *Insurance*

8.1.1 The BESSD shall effect and maintain or cause to be effected and maintained, at its own cost and expense, throughout the Term of BESPA, Insurances against such risks to keep the Project in good condition and shall take Industrial All Risk insurance policy covering risks against any loss or damage, with such deductibles and with such endorsements and co-insured(s), which the Prudent Utility Practices would ordinarily merit maintenance of and as required under the Financing Agreements, and under the applicable laws.

8.1.2 The BESSD shall submit the Insurance copy to TGGENCO at the time of commissioning of project.

8.2 *Application of Insurance Proceeds*

8.2.1 In case of the Project not being implemented through Financing Agreement(s), save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the BESS or any part of the BESS shall be first applied to reinstatement, replacement or renewal of such loss or damage to the Contracted Capacity followed by the balance Project Capacity.

In case of the Project being financed through Financing Agreement(s), save as expressly provided in this Agreement or the Insurances, the proceeds of any insurance claim made due to loss or damage to the Project to any part of the BESS shall be applied as per such Financing Agreements.

8.2.2 If a Force Majeure Event renders the Project no longer economically and technically viable and the insurers under the Insurances make payment on a "total loss" or equivalent basis, TGGENCO shall have claim on such proceeds of such Insurance limited to outstanding dues of TGGENCO against the Buying Utility(ies) as per BESSA entered into and any other dues of the Buying Utility(ies) against BESSD.

8.3 *Effect on liability of TGGENCO*

8.3.1 Notwithstanding any liability or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the BESSD can claim compensation, under any Insurance shall not be charged to or payable by Buyer. It is for the BESSD toensure that appropriate insurance coverage is taken for payment by the insurer for the entire loss and there is no under insurance or short adjustment etc.

ARTICLE 9: APPLICABLE TARIFF

9.1 The BESSD shall be entitled to receive the Tariff of INR___/MW/Month [Insert the Tariff discovered through the bidding process conducted by TGGENCO], fixed for the entire term of this Agreement, with effect from the SCD, the Contracted Capacity made available to the Buying Entity during BESPA Period, as per the provision of this agreement.

9.2 GST levied on the energy storage facility provided by the BESSD, if any, shall be passed through to the Buying Entity.

9.3 In case of early part/full commencement of power supply from the project, till SCD, the BESSD will be free to sell the electricity generated, to any entity other than the TGGENCO/ Buying Entity(ies), only after giving the first right of refusal to the TGGENCO/Buying Entity(ies) by giving 15 days advance notice to both TGGENCO and Buying Entity. TGGENCO/Buying Entity shall provide refusal within 15 (fifteen) days from the receipt of the request for early part/full commencement of power supply from the Project, beyond which it would be considered as deemed refusal. Provided that in case both the Buying Entity and TGGENCO give their acceptance to purchase of power, the Buying Entity will be accorded priority in availing such power. In case the designated Buying entity does not give its acceptance, then TGGENCO can purchase such power directly or designate another potential buyer/entity to purchase such power. In case TGGENCO/Buying Entity agree to purchase power from a date prior to the SCD, such power shall be purchased at the Applicable Tariff (as per Article 9.1). Any energy produced and flowing into the grid before SCD shall not be at the cost of TGGENCO.

ARTICLE 10: BILLING AND PAYMENT

10.1 *General*

10.1.1 Not used.

10.1.2 From the commencement of availability of BESS Capacity, TGGENCO shall pay to the BESSD the monthly Tariff Payments subject to the adjustments as per provisions of this Agreement including Article 6, in accordance with Article9. All capacity charge Payments by TGGENCO shall be in Indian Rupees.

10.1.3 Not used.

10.1.4 Subject to the provision of this Agreement, BESSD shall be required to make arrangement of auxiliary power at its own risk and cost.

10.1.5 The parties acknowledge and accept that the Electricity (Late Payment Surcharge and related matters) Rules, 2022 [hereinafter referred to as **'Rules'**] notified by the Central Government in exercise of the power conferred by Sub- section (1) of Section 176 of the Electricity Act, 2003 shall apply and govern the terms and conditions of this Agreement in regard to matters contained in the said Rules including but not limited to the Late Payment Surcharge, adjustment towards the Late Payment Surcharge, Payment Security mechanism-its operations and consequences, actions of Defaulting Entities, supply obligation of BESSD, power not requisitioned by the Buying Entity, the order of payment and adjustment towards late payment surcharge and indemnification. The above shall apply both in regard to the present agreement as well as on mutatis mutandi and back to back basis to the BESSA. The Rules referred to hereinabove being statutory shall, to the extent applicable, supersede any provisions in this BESPA and the BESSA which are inconsistent or contrary to the provisions of the Rules.

10.2 *Delivery and Content of Monthly Bills/Supplementary Bills*

10.2.1 The BESSD shall issue to TGGENCO hard copy of a signed Monthly Bill/Supplementary Bill for the immediately preceding Month/relevant period, including the time-block-wise data in the tabular format as per Illustration in Schedule-2, along with all relevant documents. The BESSD shall also submit calculations of System Availability and Round-trip Efficiency in line with provisions

of this Agreement, as part of the Monthly Bill/Supplementary Bill.

10.2.2 As per applicable regulation(s) of the Appropriate Commission(s)/respective SERC(s), all charges pertaining to scheduling of power, if any, shall be borne by the Buying Entity.

10.3 *Payment of Monthly Bills*

10.3.1 Subject to the provisions of Article 10.3.4, TGGENCO shall pay the amount payable under the Monthly Bill/Supplementary Bill by the Due Date to such account of the BESSD, as shall have been previously notified by the BESSD. The BESSD shall open a bank account (the “BESSD’s Designated Account") for all Tariff Payments (including Supplementary Bills) to be made by TGGENCO to the BESSD, and notify TGGENCO of the details of such account at least ninety (90) Days before the dispatch of the first Monthly Bill. TGGENCO shall also designate a bank account at Hyderabad ("TGGENCO Designated Account") for payments to be made by the BESSD to TGGENCO, if any, and notify the BESSD of the details of such account ninety (90) Days before the Scheduled Commissioning Date. TGGENCO and the BESSD shall instruct their respective bankers to make all payments under this Agreement to the BESSD’s Designated Account or TGGENCO’s Designated Account, as the case may be, and shall notify either Party of such instructions on the same day

10.3.2 All payments required to be made under this Agreement shall also include any deduction or set off for:

i) deductions required by the Law; and

ii) amount claimed by TGGENCO, if any, from the BESSD, will be adjusted from the monthly energy payment. In case of any excess payment adjustment, 1.25% surcharge will be applicable on day to day basis.

10.3.3 Late Payment Surcharge

In the event of delay in payment of a Monthly Bill by TGGENCO beyond Due Date, a Late Payment Surcharge shall be payable on the payment outstanding after the Due

Date, at the rate of 1.25% per month on the outstanding amount calculated on a day

to day basis subject to such late payment surcharge being duly received by TGGENCO under the BESSA from the Buying Entity(ies). The Late Payment Surcharge shall be claimed by the BESSD through the Supplementary Bill.

10.3.4 Subject to the Article 9 of this Agreement, in the event of early Commissioning of the Project and subject to acceptance by TGGENCO, the payment for the Capacity charges may be accounted from the date of UCOD, and BESSD would be allowed to raise Bills against such capacity as per Article 10.2.1, subject to the conditions as stipulated in Article 9. However, payment against the 1st such bill raised by the BESSD, will be made subject to acceptance of the bill by the Buying entity.

10.3.5 Rebate

For payment of any Bill before Due Date, the following Rebate shall be paid by the BESSD to TGGENCO in the following manner:

a) A Rebate of 1.5% shall be payable to the TGGENCO for the payments made within a period of 10 (ten) days of the presentation of hard copy of Bill.

b) Any payments made after 10 Days up to and including the 30th Day after the date of presentation of Bill through hard copy, shall be allowed a rebate of 1 %.

c) For the above purpose, the date of presentation of Bill shall be the next Business Day of delivery of the physical copy of the Bill at TGGENCO.

d) No Rebate shall be payable on the Bills raised on account of Change in Law (except in case of annuity tariff model being implemented, where rebate will be applicable) relating to taxes, duties, cess etc. and on Supplementary Bill. For this purpose, the date of presentation of bill shall be the same day of delivery in hard copy. However, for consideration of rebate, next business day shall be considered.

10.4 ***Payment Security Mechanism Letter of Credit (LC)****:*

10.4.1 TGGENCO shall provide to the BESSD, in respect of payment of its Monthly Bills and/or Supplementary Bills, a monthly unconditional, revolving and irrevocable letter of credit ("Letter of Credit"), opened and maintained which may be drawn upon by the BESSD in accordance with this Article.

10.4.2 Subject to Article 10.4.1, before the start of supply, TGGENCO shall, through a scheduled bank, open a Letter of Credit in favour of the BESSD, to be made

operative from a date prior to the Due Date of its first Monthly Bill under this Agreement. The Letter of Credit shall have a term of twelve (12) Months and shall be renewed annually, for an amount equal to:

i) for the first Contract Year, equal to 110% of the estimated average monthly billing;

ii) for each subsequent Contract Year, equal to 110% of the average of the monthly billing of the previous Contract Year.

10.4.3 Provided that the BESSD shall not draw upon such Letter of Credit prior to 60 days beyond the Due Date of the relevant Monthly Bill and/or Supplementary Bill, and shall not make more than one drawl in a Month.

10.4.4 Provided further that if at any time, such Letter of Credit amount falls short of the amount specified in Article 10.4.2 due to any reason whatsoever, TGGENCO shall restore such shortfall before next drawl.

10.4.5 TGGENCO shall cause the scheduled bank issuing the Letter of Credit to intimate the BESSD, in writing regarding establishing of such irrevocable Letter of Credit.

10.4.6 TGGENCO shall ensure that the Letter of Credit shall be renewed not later than its expiry.

10.4.7 All costs relating to opening, maintenance of the Letter of Credit shall be borne by **BESSD.**

10.4.8 If TGGENCO fails to pay undisputed Monthly Bill or Supplementary Bill or a part thereof within and including the date as on 30 days beyond the Due Date, then, subject to Article 10.4.6 & 10.5.2, the BESSD may draw upon the Letter of Credit, and accordingly the bank shall pay, an amount equal to such Monthly Bill or Supplementary Bill or part thereof, in accordance with Article 10.4.3 above, by presenting to the scheduled bank issuing the Letter of Credit, the following documents:

i) a copy of the Monthly Bill or Supplementary Bill (only for energy related bills) which has remained unpaid to BESSD and;

ii) a certificate from the BESSD to the effect that the bill at item (i) above, or specified part thereof, is in accordance with the Agreement and has remained

unpaid beyond the Due Date;

10.5 ***Disputed Bill***

10.5.1 If TGGENCO does not dispute a Monthly Bill or a Supplementary Bill raised by the BESSD within thirty (30) days of receiving such Bill shall be taken as conclusive.

10.5.2 If the TGGENCO disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay 50% of the invoice amount and it shall within thirty (30) days of receiving such Bill, issue a notice

(the "Bill Dispute Notice") to the invoicing Party setting out:

i) the details of the disputed amount;

ii) its estimate of what the correct amount should be; and

iii) all written material in support of its claim.

10.5.3 If the BESSD agrees to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.5.2, the BESSD shall revise such Bill and present along with the next Monthly Bill. In such a case excess amount shall be refunded along with interest at the same rate as Late Payment Surcharge, which shall be applied from the date on which such excess payment was made by the disputing Party to the invoicing Party and up to and including the date on which such payment has been received as refund.

10.5.4 If the BESSD does not agree to the claim raised in the Bill Dispute Notice issued pursuant to Article 10.5.2, it shall, within fifteen (15) days of receiving the Bill Dispute Notice, furnish a notice (Bill Disagreement Notice) to the TGGENCO providing:

i) reasons for its disagreement;

ii) its estimate of what the correct amount should be; and

iii) all written material in support of its counter-claim.

10.5.5 Upon receipt of the Bill Disagreement Notice by the TGGENCO under Article 10.5.4, authorized representative(s) or a director of the board of directors/ member of board of the TGGENCO and BESSD shall meet and make best endeavours to amicably

resolve such dispute within fifteen (15) days of receipt of the Bill Disagreement Notice.

10.5.6 If the Parties do not amicably resolve the Dispute within fifteen (15) days of receipt

of Bill Disagreement Notice pursuant to Article 10.5.4, the matter shall be referred to Dispute resolution in accordance with Article 16.

10.5.7 For the avoidance of doubt, it is clarified the despite a Dispute regarding an invoice, TGGENCO shall, without prejudice to its right to Dispute, be under an obligation to make payment of 50% of the invoice amount in the Monthly Bill.

10.6 ***Quarterly and Annual Reconciliation***

10.6.1 The Parties acknowledge that all payments made against Monthly Bills and Supplementary Bills shall be subject to quarterly reconciliation within 30 days of the end of the quarter at the beginning of the following quarter of each Contract Year and annual reconciliation at the end of each Contract Year within 30 days to take into account the Energy Accounts, Tariff adjustment payments, Tariff Rebate, Late Payment Surcharge, or any other reasonable circumstance provided under this Agreement.

10.6.2 The Parties, therefore, agree that as soon as all such data in respect of any quarter of a Contract Year or a full Contract Year as the case may be has been finally verified and adjusted, the BESSD and TGGENCO shall jointly sign such reconciliation statement. Within fifteen (15) days of signing of a reconciliation statement, the BESSD shall make appropriate adjustments in the next Monthly Bill. Late Payment Surcharge/ interest shall be payable in such a case from the date on which such payment had been made to the invoicing Party or the date on which any payment was originally due, as may be applicable. Any Dispute with regard to the above reconciliation shall be dealt with in accordance with the provisions of Article 16.

10.7 ***Payment of Supplementary Bill***

10.7.1 BESSD may raise a ("Supplementary Bill") for payment on account of:

i) Adjustments required by the Energy Accounts (if applicable); or

ii) Change in Law as provided in Article 12

And such Supplementary Bill shall be paid by the other Party.

TGGENCO shall remit all amounts due under a Supplementary Bill raised by the BESSD to the BESSD's Designated Account by the Due Date, except for open access charges, SLDC or scheduling charges and transmission charges (if applicable). Except for payment under Article 10.7.1 (i), payment of Supplementary

Bills will be made after realization of the same from the Buying Utility. No Late Payment Surcharge will be applicable other than that on the monthly energy payment and associated debit and credit note.

10.8 *Viability Gap Funding*

10.8.1 Projects selected under this RfS shall be eligible for grant of Central Financial Assistance in the form of Viability Gap Funding (VGF), subject to the allocation of BESS capacity to Telangana through Power System Development Fund (PSDF) scheme issued by Ministry of Power on 09.06.2025. (Attached with RfS)

10.8.2 VGF shall be passed on to the BESS Developers as per the terms & condition and modalities detailed in the PSDF Scheme under clause 2.5 (Disbursement Schedule) and 3.8 (Bank Guarantee), detailed as below –

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.

ARTICLE 11: FORCE MAJEURE

11.1 *Definition of Force Majeure*

A 'Force Majeure' (FM) would mean one or more of the following acts, events or circumstances or a combination of acts, events or circumstances or the consequence(s) thereof, that wholly or partly prevents or unavoidably delays the performance by the Party (the Affected Party) of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices.

An Affected Party means TGGENCO or the BESSD whose performance has been affected by an event of Force Majeure.

11.2 *Force Majeure Events*

a) Act of God, including, but not limited to lightning, fire and explosion (to the extent originating from a source external to the site), earthquake, volcanic eruption, landslide, flood, pandemic, cyclone, typhoon or tornado if it is declared / notified by the competent state / central authority / agency (as applicable), or verified to the satisfaction of Procurer;

b) radioactive contamination or ionising radiation originating from a source in India or resulting from another Force Majeure Event mentioned above excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the Project by the Affected Party or those employed or engaged by the Affected Party.

c) The discovery of geological conditions, toxic contamination or archaeological remains on the Project land that could not reasonably have been expected to be discovered through an inspection of the Project land and/or as per prudent industry practices.

d) Exceptionally adverse weather condition which are in excess of the statistical measure of the last hundred (100) years.

e) any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action, or Industrywide strikes and labour disturbances, having a nationwide impact in India, if and only if it is declared / notified by the competent state / central authority / agency (as applicable)

f) Nationalization or any compulsory acquisition by any Indian Governmental Instrumentality/ State Government in national interest or expropriation of any material Project assets or rights of the BESSD, as a result of which the BESSD or its shareholders are deprived (wholly or partly) of their rights or entitlements under this BESPA. Provided that such action does not constitute remedies or sanctions lawfully exercised by the Procurer or any other Government Authority as a result of any breach of any of the Applicable Laws or the Applicable Permits by the BESSD or the BESSD related parties

g) An event of Force Majeure identified under TGGENCO-Buying Entity(ies) BESSA, thereby affecting delivery / off take of power / Contracted Capacity from BESSD to Buying Entity(ies).

11.3 ***Force Majeure Exclusions***

11.3.1 Force Majeure shall not include (i) any event or circumstance which is within the reasonable control of the Parties and (ii) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

a) Unavailability, late delivery, or changes in cost of the plant, machinery, equipment, materials, spare parts or consumables for the Power Project/ BESS;

b) Delay in the performance of any contractor, sub-contractor or their agents;

c) Non-performance resulting from normal wear and tear typically experienced in power generation / BESS materials and equipment;

d) Strikes at the facilities of the Affected Party;

e) Insufficiency of finances or funds or the agreement becoming onerous to perform; and

f) Non-performance caused by, or connected with, the Affected Party's:

i. Negligent or intentional acts, errors or omissions or lack of due diligence expected from any prudent and rational human being;

ii. Failure to comply with an Indian Law; or

iii. Breach of, or default under this Agreement.

11.4 ***Notification of Force Majeure Event***

11.4.1 The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than fifteen (15) days after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within

the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than one (1) day after such reinstatement. The Party who receives the Force Majeure Notification, shall take a decision on the claim of occurrence of Force Majeure Event, within 30 days of the receipt of the intimation, accompanied with supporting documents available with the Affected Party.

11.4.2 Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under this Agreement. Such notice shall include full particulars of the event of Force Majeure, its effects on the Party claiming relief and the remedial measures proposed. The Affected Party shall give the other Party regular (and not less than weekly) reports on the progress of those remedial measures and such other information as the other Party may reasonably request about the Force Majeure Event.

11.4.3 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Agreement, as soon as practicable after becoming aware of each of these cessations.

11.5 ***Performance Excused***

11.5.1 The Affected Party, to the extent rendered unable to perform its obligations or part of the obligation thereof under this Agreement as a consequence of the Force Majeure Event, shall be excused from performance of the obligations, provided that the period shall not exceed 180 (one hundred and eighty) Days from the date of issuance of the FM Notice or any extended period as mutually agreed. The Parties may mutually agree to extend the period for which performance is excused due to a Force Majeure Event. However, in case of the FM continuing upto a period of 180 days or any extended period as mutually agreed, either Party has the right to terminate the BESPA

11.5.2 For the time period, as mutually agreed by the Parties, during which the performance shall be excused, the BESSD shall be entitled for a day to day extension of the period provided for Financial Closure or Scheduled Commissioning Period or the BESPA period, as the case may be. The Term of this Agreement will be suitably extended upon extension of term of BESSA. However, adjustment in tariff shall not be allowed on account of Force Majeure event.

11.5.3 Provided always that a Party shall be excused from performance only to the extent reasonably warranted by the Force Majeure Event.

11.5.4 Provided further that, nothing shall absolve the Affected Party from any payment obligations accrued prior to the occurrence of the underlying Force Majeure Event.

11.6 ***No Liability for Other Losses***

Save as otherwise provided in this Agreement, no Party shall be liable in any manner, whatsoever, to the other Parties in respect of any loss relating to or arising out of the occurrence or existence of any Force Majeure Event.

11.7 ***Resumption of Performance***

During the period that a Force Majeure Event is subsisting, the Affected Party shall, in consultation with the other Parties, make all reasonable efforts to limit or mitigate the effects of such Force Majeure Event on the performance of its obligations under the BESPA. The Affected Party shall also make efforts to resume performance of its obligations under this Agreement as soon as possible and upon resumption, shall notify other Parties of the same in writing. The other Parties shall afford all reasonable assistance to the Affected Party in this regard.

11.8 ***Duty to Perform and Duty to Mitigate***

To the extent not prevented by a Force Majeure Event pursuant to Article 11.2, the Affected Party shall continue to perform its obligations pursuant to this Agreement. The Affected Party shall use its reasonable efforts to mitigate the effect of any Force Majeure Event as soon as practicable.

11.9 ***Available Relief for a Force Majeure Event***

Subject to this Article 11:

a) no Party shall be in breach of its obligations pursuant to this Agreement except to the extent that the performance of its obligations was prevented, hindered or delayed due to a Force Majeure Event;

b) every Party shall be entitled to claim relief in relation to a Force Majeure Event in regard to its obligations, including but not limited to those specified under Article 4.5;

c) For avoidance of doubt, neither Party's obligation to make payments of money due and payable prior to occurrence of Force Majeure events under

this Agreement shall be suspended or excused due to the occurrence of a Force Majeure Event in respect of such Party.

d) Provided that no payments shall be made by either Party affected by a Force Majeure Event for the period of such event on account of its inability to perform its obligations due to such Force Majeure Event.

11.10 ***Available Relief & Termination Due to Force Majeure Event***

a) If, prior to the completion of the 180 (one hundred and eighty) Day period (or any extended period) for a Force Majeure Event commencing from the date of issuance of the Force Majeure Notice, the Parties are of the reasonable view that a Force Majeure Event is likely to continue beyond such 180 (one hundred and eighty) Day period or any extended period agreed in pursuance of Article 11.5 (Performance Excused); or that it is uneconomic or impractical to restore the affected Unit, then the Parties may mutually decide to terminate the BESPA, and the termination shall take effect from the date on which such decision is taken.

b) In case of occurrence of an event which is not a Force Majeure as per provision of this Agreement, but causes some hardship in development of the Project, which may or may not be recognized by the Government of India and for which the Government of India has or hasn't granted any extension of time or any other relief; such event, even if sustained beyond 180 days shall not be considered as a reason for termination of BESPA under this Article.

c) Without prejudice to the provisions of Article 11.10.(a) above, the Affected Party shall, after the expiry of the period of 180 (one hundred and eighty) Days or any other mutually extended period, be entitled to forthwith terminate the BESPA in its sole discretion by issuing a notice to that effect.

d) On termination of the BESPA pursuant to Article 11.10.(b):

i. In case of termination on account of event listed as Force Majeure as under Article 11.2 (a), (b), (c) and (d), no Termination Compensation shall be payable to the BESSD.

ii. In case of termination at the instance of the BESSD, on account of an event listed as Force Majeure as per Article 11.2 (e) and (f) above, the Procurer will have the option to (but will not be obliged to) take- over the Project Assets by paying Debt Due. In case the Procurer chooses

not to exercise the aforementioned option, and the same is not agreed to by the BESSD, it will result in a dispute as per the BESPA and will be resolved as per the Dispute Resolution mechanism under the BESPA.

iii. the BESSD shall be eligible for undisputed payments under outstanding Monthly Bill(s), before the occurrence of Force Majeure Event.

ARTICLE 12: CHANGE IN LAW

12.1 *Definitions*

In this Article 12, the following terms shall have the following meanings:

12.1.1 In this Article 12, the term Change in Law shall refer to the occurrence of any of the following events, after the last date of the bid submission, which have a direct effect on the Project, leading to corresponding changes in the cost requiring change in tariff, and includes:

(i) change in interpretation of any law by a competent court; or

(ii) the enactment of any new law; or

(iii) a change in any domestic tax, including duty, levy, cess, charge or surcharge by the Central Government, State Government or Union Territory administration leading to corresponding changes in the cost; or; or

(iv) a change in any condition of an approval or license obtained or to be obtained for purchase, supply or transmission of electricity, unless specifically excluded in the agreement for the purchase, supply or transmission of electricity, which results in any change in the cost.

However, Change in Law/ Regulation shall not include

(i) any change in taxes on corporate income or any change in any withholding tax on income or dividends, or

(ii) change in respect of deviation settlement charges or frequency intervals by an Appropriate Commission. The term “law” in this provision, includes any Act, Ordinance, order, bye-law, rule, regulation, notification, for the time being in force, in the territory of India.

12.1.2 In the event of occurrence of any of events as provided under Article 12.1.1 which results in any adverse financial loss/ gain to the BESSD/Procurer then, in order to ensure that the BESSD/Procurer is placed in the same financial position as it would have been had it not been for the occurrence of the Change in Law, the BESSD/ Procurer shall be entitled to compensation by the other party, as the case may be. Compensation payment on account of such ‘Change in Law’ shall be determined and shall be effective from such date as may be decided by the Appropriate Commission and shall be adjusted in the Tariff.

12.1.3 Provided however that, the compensation of Change in Law shall be applicable only if the impact of the same in the Contract Year is on net basis more than or equal to one percent (1%) of, a) The estimated Project Cost (during the Construction period) or b) Revenue from the Contract Year for which such adjustment becomes applicable (during Operation Period), as the case may be

12.1.4 Not used.

12.2 *Relief for Change in Law*

12.2.1 In case of Change in Law taking place prior to commissioning of the Project, the compensation will be passed through on in the form of increase/decrease in the tariff, linked with increase/decrease in the Project cost, which will be automatically paid through the monthly energy billing. The pass through in this case shall be as per the formula / provisions as stipulated in Schedule-A and shall be effective from date of commissioning of the Project. BESSD shall be required to provide a statutory auditor certificate supported by Board Resolution in regard to implications (loss/ gain) arising out of Article 12.

12.2.2 In case of Change in Law taking place subsequent to commissioning of the Project capacity, and changes in taxes/duties/cess etc. are defined as a percentage or the ratio of the tariff, the changes will be automatically passed on as appropriate increment/decrement in the tariff, and will be paid through monthly energy billing. BESSD shall be required to provide a statutory auditor certificate supported by Board Resolution in regard to implications (loss/ gain) arising out of Article 12.

12.2.3 For the purpose of Article 12.1.2 above, the affected party, which intends to adjust and recover the costs due to change in law, shall give a 21 days' prior notice to the other party about the proposed impact in the tariff or charges, positive or negative, to be recovered from such other party.

The affected party shall furnish to the other party, the computation of impact in tariff or charges to be adjusted and recovered, within 30 days of the occurrence of the change in law or on the expiry of 21 days from the date of the notice referred above, whichever is later, and the recovery of the proposed impact in tariff or charges shall start from the next billing cycle of the tariff.

12.2.4 Within 30 days of coming into effect of such relief of Change in Law, the BESSD shall approach the Appropriate Commission for Truing up of the calculations on account of the above Change in Law events, failing which further payment will be discontinued and TGGENCO shall make such deductions in the monthly tariff payments on immediate basis. In the event of any decision by the Appropriate Commission which modifies or cancels any changes in the tariff, recovery/additional payment of the amount already paid until then, will be done immediately.

The Appropriate Commission shall verify the calculation and adjust the amount of the impact in the monthly tariff or charges within sixty days from the date of receipt of the relevant documents as required above.

12.2.5 Further, in case of Change in Law during the operational period of the Project, and where such change is not applicable as an automatic modification in the tariff, suitable compensation will be provided as decided by the Appropriate Commission.

12.2.6 In case Change in Law results in delay in commissioning of the Project, where cause and effect between these two can be clearly established, the TGGENCO under intimation to the Buying Entities may provide suitable time-extension in Financial Closure, Scheduled Commissioning Date or Scheduled Date of Commencement of Supply of Power, as the case may be.

12.2.7 If the event of any decrease in the project cost by the BESSD or any income to the BESSD on account of any of the events as indicated above, BESSD, as per methodology / formula specified in Schedule-A, shall pass on the benefit of such reduction to TGGENCO which shall be further passed on to the Buying Entity. In the event of the BESSD failing to comply with the aforementioned requirement, TGGENCO shall make such deductions in the monthly tariff payments on immediate basis.

12.2.8 After the adjustment of the amount of the impact in the tariff, the BESSD, shall adjust the monthly tariff or charges annually based on actual amount recovered/ paid, to ensure that the payment to the affected party is not more than the yearly annuity amount.

12.2.9 The recovery of the impacted amount, in case of the fixed amount shall be,—

a) within a period of one-hundred eighty months; or

b) in case of recurring impact, until the impact persists

12.3 ***Notification of Change in Law***

12.3.1 In case any increase or decrease in the Project Cost occurs due to Change in Law affecting the Tariff payable under this Agreement, in accordance with Article 12, the BESSD shall serve notice to TGGENCO and Buying Entity(ies) of such Change in Law for giving a three weeks prior notice about the proposed impact in tariff, positive or negative, to be recovered. BESSD, within thirty days of the occurrence of the change in law or on the expiry of three weeks from the date of the aforementioned notice referred whichever is later, shall furnish TGGENCO and BuyingEntity(ies), the computation of impact in tariff or charges to be adjusted and recovered. Such recovery and adjustment of the proposed impact in tariff or charges shall start from the next billing cycle of the tariff.

12.3.2 Any notice service pursuant to this Article 12, shall provide, amongst other things, precise details of the Change in Law and its effect on the Project Cost and computation of change in Tariff which shall be supported by documentary evidences including Statutory Auditor Certificate to this effect so as to establish one to one correlation and its impact on the Project Cost.

ARTICLE 13: EVENTS OF DEFAULT AND TERMINATION

13.1 *BESSD Event of Default*

13.1.1 The occurrence and/or continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by TGGENCO or Buying Entity(ies) of its obligations under this Agreement, shall constitute an BESSD Event of Default:

(i) the failure to commence availability of BESS for providing Energy Storage capacity to TGGENCO up to the Contracted Capacity, by the end of the period specified in Article 4, or failure to demonstrate guaranteed availability of such energy storage capacity to TGGENCO within six months from the identification of reduced annual availability during the term of this Agreement, orif

a) the BESSD assigns, mortgages or charges or purports to assign, mortgage or charge any of its assets or rights related to the Project in contravention of the provisions of this Agreement; or

b) the BESSD transfers or novates any of its rights and/ or obligations under this agreement, in a manner contrary to the provisions of this Agreement; except where such transfer

- is in pursuance of a Law; and does not affect the ability of the transferee to perform, and such transferee has the financial capability to perform, its obligations under this Agreement or
- is to a transferee who assumes such obligations under this Agreement and the Agreement remains effective with respect to the transferee;

(ii) if (a) the BESSD becomes voluntarily or involuntarily the subject of any bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of thirty (30) days, or (b) any winding up or bankruptcy or insolvency order is passed against the BESSD, or (c) the BESSD goes into liquidation or dissolution or has a receiver or any similar officer appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, provided that a dissolution or liquidation of the BESSD will not be a BESSD Event of Default if such dissolution or liquidation is for the purpose of a merger, consolidation or reorganization and where the resulting company retains creditworthiness similar to the BESSD and expressly assumes all obligations

of the BESSD under this Agreement and is in a position to perform them; or

(iii) the BESSD repudiates this Agreement and does not rectify such breach within a period of thirty (30) days from a notice from TGGENCO in this regard; or

(iv) except where due to any TGGENCO's failure to comply with its material obligations, the BESSD is in breach of any of its material obligations pursuant to this Agreement, and such material breach is not rectified by the BESSD within thirty (30) days of receipt of first notice in this regard given by TGGENCO.

(v) change in controlling shareholding before the specified time frame as mentioned in Article 4.1.1 of this Agreement; or

(vi) occurrence of any other event which is specified in this Agreement to be a material breach/ default of the BESSD.

13.2 *TGGENCO Event of Default*

13.2.1 The occurrence and the continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by the BESSD of its obligations under this Agreement, shall constitute the Event of Default on the part of defaulting TGGENCO:

(i) TGGENCO fails to pay (with respect to a Monthly Bill or a Supplementary Bill), subject to Article 10.5, for a period of ninety (90) days after the Due Date and the BESSD is unable to recover the amount outstanding to the BESSD through the Letter of Credit,

(ii) TGGENCO repudiates this Agreement and does not rectify such breach even within a period of sixty (60) days from a notice from the BESSD in this regard; or

(iii) except where due to any BESSD's failure to comply with its obligations, TGGENCO is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by TGGENCO within sixty (60) days of receipt of notice in this regard from the BESSD to TGGENCO; or

(iv) if

- TGGENCO becomes voluntarily or involuntarily the subject of any

bankruptcy or insolvency or winding up proceedings and such proceedings remain uncontested for a period of sixty (60) days, or

- any winding up or bankruptcy or insolvency order is passed against TGGENCO, or
- TGGENCO goes into liquidation or dissolution or a receiver or any similar officer is appointed over all or substantially all of its assets or official liquidator is appointed to manage its affairs, pursuant to Law, provided that it shall not constitute a TGGENCO Event of Default, where such dissolution or liquidation of Buyer or TGGENCO is for the purpose of a merger, consolidation or reorganization and where the resulting entity has the financial standing to perform its obligations under this Agreement and has creditworthiness similar to TGGENCO and expressly assumes all obligations of TGGENCO and is in a position to perform them; or;

(v) If Buying Entities are subject to any of the above defaults and TGGENCO does not designate another or other Buying Entities for purchase of power.

(vi) Occurrence of any other event which is specified in this Agreement to be a material breach or default of TGGENCO.

13.3 ***Procedure for cases of BESSD Event of Default***

13.3.1 Upon the occurrence and continuation of any BESSD Event of Default under Article 13.1, TGGENCO shall have the right to deliver to the BESSD, with a copy to the representative of the lenders to the BESSD with whom the BESSD has executed the Financing Agreements, a notice stating its intention to terminate this Agreement (TGGENCO Preliminary Default Notice), which shall specify in reasonable detail, the circumstances giving rise to the issue of such notice.

13.3.2 Following the issue of a TGGENCO Preliminary Default Notice, the Consultation Period of ninety (90) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

13.3.3 During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.

13.3.4 Within a period of seven (7) days following the expiry of the Consultation Period unless the Parties shall have otherwise agreed to the contrary or the BESSD Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, TGGENCO may terminate this Agreement by giving a written Termination Notice of sixty (60) days to the BESSD.

13.3.5 Subject to the terms of this Agreement, upon occurrence of an BESSD Event of Default under this Agreement, the BESSD shall be liable to pay to TGGENCO, liquidated damages, as provided in Article 4.6 of the BESPA for failure to commission within stipulated time and Article 4.4.1 for failure to supply power in terms of the BESPA. For other cases, the BESSD shall be liable pay to TGGENCO, damages, equivalent to 6 (six) months, or balance BESPA period whichever is less, of charges for its contracted capacity. TGGENCO shall have the right to recover the said damages by way of forfeiture of bank guarantee/Payment on Order Instrument, if any, without prejudice to resorting to any other legal course or remedy. In addition to the levy of damages as aforesaid, the lenders in concurrence with the Buying Entity and TGGENCO, may exercise their rights, if any, under Financing Agreements, to seek substitution of the BESSD by a selectee for the residual period of the Agreement, for the purpose of securing the payments of the total debt amount from the BESSD and performing the obligations of the BESSD. However, in the event the lenders are unable to substitute the defaulting BESSD within the stipulated period, and if the Buying Entity desires to acquire the Project assets, it may do so, by paying to the BESSD, a compensation as mutually decided by the Buying Entity and the lender. In case the Buying Entity chooses not to exercise the above option, or the Buying Entity and the lender are unable to come to an agreement, the lenders may liquidate the Project assets and recover their dues, as the last resort. Provided that any substitution under this Agreement can only be made with the prior consent of TGGENCO including the condition that the selectee meets the eligibility requirements of Request for Selection (RfS) issued by TGGENCO and accepts the terms and conditions of this Agreement.

13.3.6 The lenders in concurrence with the Buying Utility and TGGENCO, may seek to exercise right of substitution under Article 13.3.5 by an amendment or novation of the BESPA in favour of the selectee. The BESSD shall cooperate with TGGENCO to carry out such substitution and shall have the duty and obligation to continue to

operate the Project in accordance with this BESPA till such time as the substitution is finalized. 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 Rs. 10 Lakh per Project+ 18% GST per transaction as facilitation fee (non- refundable) shall be deposited by the BESSD to TGGENCO.

13.4 ***Procedure for cases of TGGENCO Event of Default***

13.4.1 Upon the occurrence and continuation of any TGGENCO Event of Default specified in Article 13.2, the BESSD shall have the right to deliver to TGGENCO, a BESSD Preliminary Default Notice, which notice shall specify in reasonable detail the circumstances giving rise to its issue.

13.4.2 Following the issue of a BESSD Preliminary Default Notice, the Consultation Period of ninety (90) days or such longer period as the Parties may agree, shall apply and it shall be the responsibility of the Parties to discuss as to what steps shall be taken with a view to mitigate the consequences of the relevant Event of Default having regard to all the circumstances.

13.4.3 During the Consultation Period, the Parties shall continue to perform their respective obligations under this Agreement.

13.4.4 After a period of two hundred ten (210) days following the expiry of the Consultation Period and unless the Parties shall have otherwise agreed to the contrary or TGGENCO Event of Default giving rise to the Consultation Period shall have ceased to exist or shall have been remedied, TGGENCO under intimation to the Buying Entity and the BESSD shall, subject to the prior consent of the BESSD,novate its part of the BESPA to any third party, including its Affiliates, within the stipulated period. In this case, TGGENCO shall pay amount equivalent to 3 (three) months of energy billing based on the declared availability, or balance Term of the BESPA, whichever is less, for its Contracted Capacity, with the Project assets being retained by the BESSD, and exit from the BESPA. In the event the aforesaid novation is not acceptable to the BESSD, or if no offer of novation is made by TGGENCO within the stipulated period, then the BESSD may terminate the BESPA and choose to either continue operating the Project by itself finding an

alternate procurer or to discontinue the operation of the Project. If the BESSD chooses to continue operating the project, TGGENCO will pay to the BESSD, 'termination compensation' equivalent to 6 (six) months of energy billing corresponding to the declared availability, or balance Term of the BESPA, whichever is less, for its Contracted Capacity. In case TGGENCO's Event of Default is triggered by a default on the part of the Buying Entity, the above amount will be recovered by TGGENCO from the Buying Entity.

If the BESSD decides to discontinue the operation of the Project, it may require TGGENCO to make a payment of the 'termination compensation' which will be equivalent to the amount of the Debt due and 110% (one hundred and ten per cent) of the Adjusted Equity, less Insurance Cover if any.

Provided further that at the end of three (3) months period from the period mentioned in this Article 13.4.4, this Agreement may be terminated by the BESSD.

In the event of termination of BESPA/BESSA, on account of Event of Default by the TGGENCO/Buying Entity, any damages or charges payable to the STU, for the connectivity of the plant, shall be borne by the by the entity due to whose failure, the termination was triggered.

13.5 ***Termination due to Force Majeure***

If the Force Majeure Event or its effects continue to be present beyond the period as specified in Article 4.5.3, either Party shall have the right to cause termination of the Agreement. In such an event, this Agreement shall terminate on the date of such Termination Notice without any further liability to either Party from the date of such termination.

13.6 In all cases, the lenders may also step in where appropriate as provided in the financing documents. Further, in all cases, the defaulting Party will be required to pay the applicable compensation including VGF disbursed by TGGENCO within 3 months from the due date of such payment ,subsequent to which, the defaulting Part will be required to pay a monthly interest @1% of the compensation.

ARTICLE 14: LIABILITY AND INDEMNIFICATION

14.1 *Indemnity*

14.1.1 The BESSD shall indemnify, defend and hold TGGENCO harmless against:

a) any and all third party claims against TGGENCO for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by the BESSD of any of its obligations under this Agreement or due to the BESSD's willful misconduct, gross negligence or fraudulent behavior or violations of Applicable Law; and

b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by TGGENCO from third party claims arising by reason of a breach by the BESSD of any of its obligations under this Agreement, (provided that this Article 14 shall not apply to such breaches by the BESSD, for which specific remedies have been provided for under this Agreement).

14.1.2 TGGENCO shall cause the Buying Entity(ies) to indemnify, defend and hold the BESSD harmless against:

a) any and all third party claims against the BESSD, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of a breach by Buying Entity(ies) of any of their obligations under this Agreement; and

b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest ('Indemnifiable Losses') actually suffered or incurred by the BESSD from third party claims arising by reason of a breach by Buying Entity(ies) of any of its obligations. TGGENCO shall incorporate appropriate covenants in the BESSA for the above obligations of Buying Entity(ies). In so far as indemnity to BESSD is concerned, Buying Entity(ies) shall be the indemnifying party and not TGGENCO.

14.2 *Procedure for claiming Indemnity*

14.2.1 Third party claims

a. Where the Indemnified Party is entitled to indemnification from the Indemnifying Party pursuant to Article 14.1.1(a) or 14.1.2(a), the

IndemnifiedParty shall promptly notify the Indemnifying Party of such claim referred to in Article 14.1.1(a) or 14.1.2(a) in respect of which it is entitled to be indemnified.

Such notice shall be given as soon as reasonably practicable after the Indemnified Party becomes aware of such claim. The Indemnifying Party shall be liable to settle the indemnification claim within thirty (30) days of receipt of the above notice. Provided however that, if:

i) the Parties choose to refer the dispute in accordance with Article 16.3.2; and

ii) the claim amount is not required to be paid/ deposited to such third party pending the resolution of the Dispute,

the Indemnifying Party shall become liable to pay the claim amount to the Indemnified Party or to the third party, as the case may be, promptly following the resolution of the Dispute, if such Dispute is not settled in favour of the Indemnified Party.

b. The Indemnified Party may contest the claim by referring to the Appropriate Commission for which it is entitled to be Indemnified under Article 14.1.1(a) or 14.1.2(a) and the Indemnifying Party shall reimburse to the Indemnified Party all reasonable costs and expenses incurred by the Indemnified party. However, such Indemnified Party shall not settle or compromise such claim without first getting the consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed.

An Indemnifying Party may, at its own expense, assume control of the defence of any proceedings brought against the Indemnified Party if it acknowledges its obligation to indemnify such Indemnified Party, gives such Indemnified Party prompt notice of its intention to assume control of the defence, and employs an independent legal counsel at its own cost that is reasonably satisfactory to the Indemnified Party.

14.3 ***Indemnifiable Losses***

14.3.1 Where an Indemnified Party is entitled to Indemnifiable Losses from the Indemnifying Party pursuant to Article 14.1.1(b) or 14.1.2(b), the Indemnified Party shall promptly notify the Indemnifying Party of the Indemnifiable Losses actually incurred by the Indemnified Party. The Indemnifiable Losses shall be reimbursed by the Indemnifying Party within thirty (30) days of receipt of the notice seeking Indemnifiable Losses by the Indemnified Party. In case of nonpayment of such losses after a valid notice under this Article 14.3, such event shall constitute a payment default under Article 13.

14.4 ***Limitation on Liability***

14.4.1 Except as expressly provided in this Agreement, neither the BESSD nor TGGENCO nor Buying Entity(ies) nor its/ their respective officers, directors, agents, employees or affiliates (or their officers, directors, agents or employees), shall be liable or responsible to the other Party or its affiliates, officers, directors, agents, employees, successors or permitted assigns or their respective insurers for incidental, indirect or consequential damages, connected with or resulting from performance or non-performance of this Agreement, or anything done in connection herewith, including claims in the nature of lost revenues, income or profits (other than payments expressly required and properly due under this Agreement), any increased expense of, reduction in or loss of power generation or equipment used therefore, irrespective of whether such claims are based upon breach of warranty, tort (including negligence, whether of Buying Entity(ies) , the BESSD or others), strict liability, contract, breach of statutory duty, operation of law or otherwise.

14.4.2 TGGENCO shall have no recourse against any officer, director or shareholder of the BESSD or any Affiliate of the BESSD or any of its officers, directors or shareholders for such claims excluded under this Article. The BESSD shall have no recourse against any officer, director or shareholder of Buyer or Buying Entity(ies) , or any affiliate of Buyer or any of its officers, directors or shareholders for such claims excluded under this Article.

14.5 ***TGGENCO's Liability***

14.5.1 Notwithstanding anything to the contrary contained in this Agreement, the Parties acknowledge and accept that the TGGENCO is an Intermediary Company to purchase and resell the electricity/ capacity to the Buying Utility(ies) and, therefore, the performance of the obligations of the TGGENCO under this Agreement shall be subject to the ability of the TGGENCO to enforce the corresponding obligations assumed by the Buying Utility(ies) on re-sale under the Storage Capacity Providing Agreement to be entered into by the Buying Utility(ies) with TGGENCO. It is however, specifically agreed that the payment of money becoming due from the TGGENCO to the BESSD under this Agreement for supply of Energy / Capacity to the extent of the Contracted Capacity shall not be on a back to back basis and will be as per:

1) the recourse under the Payment Security Mechanism provided in the BESPA and BESSA, as follows:
   a. Letter of Credit;
   b. State Government Guarantee/ Tri-Partite Agreement (TPA) signed between Reserve Bank of India, Central Government and State Government of the Buying Entity, covering security for payment of energy charges, as applicable
   c. Payment Security Fund provided by the Buying Entity, and
2) Payment security fund as referred in Article 10.1.1 of the BESPA. TGGENCO shall discharge the tariff payment obligation in terms of the provisions of this Agreement.

14.5.2 The parties agree that in respect of the obligations other than the tariff payment obligation specifically mentioned herein above, in the event the BESSD has any claim against the TGGENCO in regard to the performance of any obligation of the TGGENCO under this Agreement or enforcement of any right of the BESSD against the TGGENCO under this Agreement, the same shall be subject to the ability of the TGGENCO to enforce the corresponding obligations assumed by the Buying Utility(ies) under the BESSA to be entered into between the TGGENCO and the Buying Utility(ies) for resale on mutatis mutandis basis and not otherwise.

14.6 ***Duty to Mitigate***

14.6.1 The Parties shall endeavor to take all reasonable steps so as mitigate any loss or damage which has occurred under this Article 14.

ARTICLE 15: ASSIGNMENTS AND CHARGES

15.1 *Assignments*

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not be assigned by any Party, other than by mutual consent between the Parties to be evidenced in writing. Such assignment shall be agreed to by TGGENCO subject to the compliance of provisions contained in this Agreement and more specifically to the provisions of Article 4.1.1 of this Agreement. In no case, such assignment shall be permissible prior to the declaration of COD. Notwithstanding above, this Agreement may be assigned to the Project Lenders or Lender's Representative under the Financing Agreements, under intimation to TGGENCO.

Provided that, such consent will not be withheld if TGGENCO seeks to transfer to any transferee all of its rights and obligations under this Agreement.

The enforcement of the rights and obligation between the BESSD and the Buying Utility (ies) provided in this Agreement and in the BESSA shall not be treated as an assignment but an enforcement of the terms agreed under this Agreement.

Provided further that any successor(s) or permitted assign(s) identified after mutual agreement between the Parties may be required to execute a new agreement on the same terms and conditions as are included in this Agreement. An amount of Rs. 5 Lakh per Transaction as Facilitation Fee (non-refundable) shall be deposited by the BESSD to TGGENCO. Provided further that, such consent shall not be withheld by the BESSD if TGGENCO seeks to transfer to any affiliate all of its rights and obligations under this Agreement.

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 Rs. 10 Lakh project+18% GST per Transaction as Facilitation Fee (non-refundable) shall be deposited by the BESSD to TGGENCO.

15.2 *Permitted Charges*

15.2.1 BESSD shall not create or permit to subsist any encumbrance over all or any of its rights and benefits under this Agreement, other than as set forth in Article 15.1 and the Guidelines.

ARTICLE 16: GOVERNING LAW AND DISPUTE RESOLUTION

16.1 *Governing Law*

16.1.1 This Agreement shall be governed by and construed in accordance with the Laws of India. Any legal proceedings in respect of any matters, claims or disputes under this Agreement shall be under the jurisdiction of appropriate courts in Delhi.

16.2 *Amicable Settlement and Dispute Resolution*

16.2.1 Amicable Settlement

i. Either Party is entitled to raise any claim, dispute or difference of whatever nature arising under, out of or in connection with this Agreement ("Dispute") by giving a written notice (Dispute Notice) to the other Party, which shall contain:

(a) a description of the Dispute;

(b) the grounds for such Dispute; and

(c) all written material in support of its claim.

ii. The other Party shall, within thirty (30) days of issue of Dispute Notice issued under Article 16.2.1(i), furnish:

(a) counter-claim and defences, if any, regarding the Dispute; and

(b) all written material in support of its defences and counter-claim.

iii. Within thirty (30) days of issue of Dispute Notice by any Party pursuant to Article 16

(i) if the other Party does not furnish any counter claim or defence under Article 16

(ii) or thirty (30) days from the date of furnishing counter claims or defence by the other Party, both the Parties to the Dispute shall meet to settle such Dispute amicably. If the Parties fail to resolve the Dispute amicably within thirty (30) days from the later of the dates mentioned in this Article 16.2.1.

(iii) the Dispute shall be referred for dispute resolution in accordance with Article 16.3.

16.3 *Dispute Resolution*

16.3.1 Dispute *Resolution* by the Appropriate Commission

i) Where any Dispute or differences arises in relation to this agreement of any nature whatsoever including the construction, interpretation or implementation of the provisions of this agreement as well as claim made by any Party for any change in or determination of the Tariff or any matter related to Tariff or claims made by any Party which partly or wholly relate to any change in the Tariff or determination of any of such claims could result in change in the Tariff, and relates to any matter agreed to be referred to the Appropriate Commission, shall be submitted to adjudication by the Appropriate Commission. Appeal against the decisions of the Appropriate Commission shall be made only as per the provisions of the Electricity Act, 2003, as amended from time to time.

ii) TGGENCO shall be entitled to co-opt the Buying Entity(ies) and/or the lenders (if any) as a supporting party in such proceedings before the Appropriate Commission.

16.4 *Parties to Perform Obligations*

16.4.1 Notwithstanding the existence of any Dispute and difference referred to the Appropriate Commission and save as the Appropriate Commission may otherwise direct by a final or interim order, the Parties hereto shall continue to perform their respective obligations (which are not in dispute) under this Agreement.

ARTICLE 17: MISCELLANEOUS PROVISIONS

17.1 *Amendment*

17.1.1 This Agreement may only be amended or supplemented by a written agreement between the Parties.

17.2 *Third Party Beneficiaries*

17.2.1 Subject to provisions contained in this agreement relating to back to back implications of the BESPA as well as BESSA, this Agreement is solely for the benefit of the Parties and their respective successors and permitted assigns and shall not be construed as creating any duty, standard of care or any liability to, any person not a party to this Agreement.

17.3 *Waiver*

17.3.1 No waiver by either Party of any default or breach by the other Party in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorized representative of such Party.

17.3.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this Agreement, which shall remain in full force and effect.

17.4 *Confidentiality*

17.4.1 The Parties undertake to hold in confidence this Agreement and not to disclose the terms and conditions of the transaction contemplated hereby to third parties, except:

a) to their professional advisors;

b) to their officers, contractors, employees, agents or representatives, financiers, who need to have access to such information for the proper performance of their activities; or

c) disclosures required under Law, without the prior written consent of the other Party.

17.5 ***Severability***

17.5.1 The invalidity or unenforceability, for any reason, of any part of this Agreement shall not prejudice or affect the validity or enforceability of the remainder of this Agreement, unless the part held invalid or unenforceable is fundamental to this Agreement.

17.6 ***Notices***

17.6.1 All notices or other communications which are required to be given under this Agreement shall be in writing and in the English language.

17.6.2 If to the BESSD, all notices or other communications which are required must be delivered personally or by registered post or facsimile or any other method duly acknowledged to the addresses below:

Address :

Attention :

Email :

Fax. No. :

Telephone No. :

17.6.3 If to TGGENCO, all notices or communications must be delivered personally orby registered post or facsimile or any other mode duly acknowledged to the address(es) below:

(i) Address :

Attention

Email :

Fax. No. :

Telephone No. :

17.6.4 All notices or communications given by facsimile shall be confirmed by sending a copy of the same via post office in an envelope properly addressed to the appropriate

Party for delivery by registered mail. All notices shall be deemed validly delivered upon receipt evidenced by an acknowledgement of the recipient, unless the Party delivering the notice can prove in case of delivery through the registered post that the recipient refused to acknowledge the receipt of the notice despite efforts of the postal authorities.

17.6.5 Any Party may by notice of at least fifteen (15) days to the other Party change the address and/or addresses to which such notices and communications to it are to be delivered or mailed.

17.7 *Language*

17.7.1 All agreements, correspondence and communications between the Parties relating to this Agreement and all other documentation to be prepared and supplied under the Agreement shall be written in English, and the Agreement shall be construed and interpreted in accordance with English language.

17.7.2 If any of the agreements, correspondence, communications or documents are prepared in any language other than English, the English translation of such agreements, correspondence, communications or documents shall prevail in matters of interpretation.

17.8 *Restriction of Shareholders / Owners' Liability*

17.8.1 Parties expressly agree and acknowledge that none of the shareholders of the Parties hereto shall be liable to the other Parties for any of the contractual obligations of the concerned Party under this Agreement. Further, the financial liabilities of the shareholder/s of each Party to this Agreement, shall be restricted to the extent provided in the Indian Companies Act, 2013.

17.9 *Taxes and Duties*

17.9.1 The BESSD shall bear and promptly pay all statutory taxes, duties, levies and cess, assessed/ levied on the BESSD, contractors or their employees that are required to be paid by the BESSD as per the Law in relation to the execution of the Agreement and for supplying power as per the terms of this Agreement.

17.9.2 TGGENCO shall be indemnified and held harmless by the BESSD against any

claims that may be made against TGGENCO in relation to the matters set out in Article 17.9.1.

17.9.3 TGGENCO shall not be liable for any payment of, taxes, duties, levies, cess whatsoever for discharging any obligation of the BESSD by TGGENCO on behalf of BESSD.

17.10 ***Independent Entity***

17.10.1 The BESSD shall be an independent entity performing its obligations pursuant to the Agreement.

17.10.2 Subject to the provisions of the Agreement, the BESSD shall be solely responsible for the manner in which its obligations under this Agreement are to be performed. All employees and representatives of the BESSD or contractors engaged by the BESSD in connection with the performance of the Agreement shall be under the complete control of the BESSD and shall not be deemed to be employees, representatives, contractors of TGGENCO and nothing contained in the Agreement or in any agreement or contract awarded by the BESSD shall be construed to create any contractual relationship between any such employees, representatives or contractors and TGGENCO.

17.11 ***Compliance with Law***

Despite anything contained in this Agreement but without prejudice to this Article, if any provision of this Agreement shall be in deviation or inconsistent with or repugnant to the provisions contained in the Electricity Act, 2003, or any rules and regulations made there under, such provision of this Agreement shall be deemed to be amended to the extent required to bring it into compliance with the aforesaid relevant provisions as amended from time to time.

17.12 The duly executed Battery Energy Storage Sale Agreement (BESSA) between TGGENCO and Buying entity(s) as attached to this Agreement shall be read along with this Agreement as a composite back to back agreement for Generation and supply of electricity to the Buying entity(s), particularly, to fulfill the Renewable Purchase Obligations under the provisions of the Electricity Act, 2003 and the Regulations notified thereunder.

17.13 ***Breach of Obligations***

The Parties acknowledge that a breach of any of the obligations contained herein would result in injuries. The Parties further acknowledge that the amount of the liquidated damages or the method of calculating the liquidated damages specified in this Agreement is a genuine and reasonable pre- estimate of the damages that may be suffered by the non-defaulting party in each case specified under this Agreement.

17.14 ***Order of priority in application***

In case of inconsistencies between the agreement(s) executed between the Parties, applicable Law including rules and regulations framed thereunder, the order of priority as between them shall be the order in which they are placed below:

i. applicable Law, rules and regulations framed thereunder;

ii. the Grid Code; and

iii. the terms and conditions of this Agreement;

IN WITNESS WHEREOF the Parties have caused the Agreement to be executed through their duly authorized representatives as of the date and place set forth above.

For and on behalf of	For and on behalf of
[TGGENCO]	[BESSD]
Name, Designation and Address	Name, Designation and Address
Signature with seal	Signature with seal
Witness:	Witness:
1.	1.
2.	2.

Schedule-A:

FORMULA FOR DETERMINATION OF IMPACT IN TARIFF OR CHARGES DUE TO CHANGE IN LAW:

Formula to calculate adjustment in the tariff due to the impact of Change in Law, which is non-recurring in nature—

Let financial impact of change in law = **P;** then the modification in the monthly tariff **(MT)** for compensating the financial impact is given by—

$$MT = \frac{Y}{X}$$

where**X** = Contracted Capacity (MW) / (Average Availability during the Month^{-1}); and ;

where,—

$$Y = \frac{(P \times M_r)(1+M_r)^n}{(1+M_r)^n - 1}$$

n = No. of months over which the financial impact has to be paid (subject to a maximum of 180 months in case of the non-recurring fixed amount but in case of recurring impact it will be till the impact persists); and Mr= monthly rate of interest = $\frac{R}{12 \times 100}$;

where**R** = annual rate of interest on loan component (in %) as considered by the Central Electricity Regulatory Commission in its Order for Tariff determination from Conventional or Renewable Energy Sources (whichever is applicable) for the year in which the project is commissioned. In absence of relevant Orders of the Central Electricity Regulatory Commission for the concerned year, the interest rate shall be average interest rate plus 200 basis points above the average State Bank of India Marginal Cost of Funds based leading rate, of one year tenor, prevalent during the last available six months for such period.

Further, the BESSD shall true up the MT annually so as to ensure that the payment to the affected party is capped at the yearly annuity amount.

Any such change, shall be considered upto three digits after the decimal point, and remaining digits, if any, shall be ignored.

For e.g. in case the change in tariff payable is calculated as Rs. 0.14678/MW, it shall be modified as Rs. 0.146/MW.

Schedule-B: Performance criteria& calculation under BESPA.

1. Power rating of a 1500 MWh (**375 MW x 4 hrs)** BESS will be **375** MW, i.e., the maximum value of the active Output and Input Power at the Delivery Point. 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.

2. The BESSD shall make the BESS available **for 1 operational cycle per day, i.e. 1 complete charge-discharge cycle per day. Total of 6300 cycles during its entire tenure. 6300 cycles can be utilized anytime during contract period i.e.,in 15 years. Even for part discharge also the full cycle will be calculated by summing consecutive part cycles.** Following provisions shall be applicable on the Project Capacity:

   i. The procurement shall be in power (MW) terms. The BESSD shall install, operate and maintain the BESS to offer facility to the Buying Entity to charge and discharge the BESS on an "on demand" basis. The BESSD shall guarantee a minimum system availability of 95% on annual basis. The BESSD shall pay the liquidated damages for such shortfall and shall duly pay such damages to TGGENCO to enable TGGENCO to remit the amount to Buying Entity(ies) under BESSA. Amount of such liquidated damages shall be twice the Capacity Charges for the capacity not made available.

   ii. 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 monthly basis, 100% of the minimum dispatchable Capacity of the BESS as required under Clause 8.1.e.iv below.

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

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

   Where, System Availability in a time-block=

$$\frac{ActualInjection/DrawlMU_i(A)}{ScheduledInjection/DrawlMU_i(B)},$$

where

a) i refers to the i^{th} time-block in the year where Scheduled Injection/Drawl $MU_i \neq 0$.

b) Actual Injection/Drawal MU_i is the Energy Scheduled for Charging/Discharging in the i^{th} timeblock, in MUs

c) Scheduled Injection/Drawal MU_i is the Energy Scheduled for Charging/Discharging in the i^{th} timeblock, in MUs

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

iii. The BESSD shall guarantee AC to AC roundtrip efficiency (RtE) of system on monthly basis. 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 charge 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 last year of buying entity, per unit 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 =

$$\frac{SumTotalofActualInjection/DischargingMUsjinamonth\ (C)}{SumTotalofActualDrawal/ChargingMUsjinamonth\ (D)}$$

Where,

j refers to the j^{th} month in a year; $D \neq 0$;

D <= 2 x Ebess x (MDn-1 – (MDn-1 – MDn) x j/12)/ 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.iv. 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 published by the Regional RPCs or measurement at the Main ABT Meter at the Point of Interconnection.

Note:

- The Scheduled capacity shall be subject to the System Power Rating specified in Clause 8.1.a. above.
- The BESSD shall take separate, metered connection for the Auxiliary Power load of BESS.

3. 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.

4. The Buying Entity shall, in accordance with Applicable Laws and Regulations thereunder, issue instructions to the BESSD through TGGENCO for despatch 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. However, in no case, the same shall be more than 1 hour.

5. 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.

   BESSD will have to comply with the Charging and Discharging Schedule as intimated by Buying Entity. Alternation if any in Charging. It is clarified that discharge of BESS shall take place subject to the transmission constraints at the substation. For example, discharge of power from BESS during peak Solar hours (say, 11:00 AM- 2:00 PM) may be subject to the Grid constraints.

6. 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.

7. 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.

SCHEDULE 1: PERFORMANCE BANK GUARANTEE (PBG)/Payment on Order Instrument (POI)/Security Bond.

(to be attached separately for each project)

SCHEDULE 2:

ILLUSTRATIONS

(Please refer Article 4.4 of this Agreement)

Illustration

1. System Availability

Under a BESSPA 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 Regional RPC for a Sample day is shown below:

date	block	Drawl (from Grid) Mus (Charging) (X)	Injection (into Grid) MUs (Discharging) (Y)	Scheduled Mus (Z)	Time-block Availability, (TA) = (Xi/Zi) + (Yi/Zi)
01-May-22	1	0.088	0	0.088	1.00
01-May-22	2	0.088	0	0.088	1.00
01-May-22	3	0.075	0	0.088	0.85
01-May-22	4	0	0	0	NA
01-May-22	5	0	0	0	NA
01-May-22	6	0	0	0	NA
01-May-22	7	0	0	0	NA
01-May-22	8	0	0	0	NA
01-May-22	9	0	0	0	NA
01-May-22	10	0	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	0.075	0.075	1
01-May-22	25	0	0.075	0.075	1
01-May-22	26	0	0.075	0.075	1
01-May-22	27	0	0.075	0.075	1
01-May-22	28	0	0.075	0.075	1
01-May-22	29	0	0.075	0.075	1
01-May-22	30	0	0.06	0.075	0.8
01-May-22	31	0	0.05	0.075	0.67
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	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	0	0	0	NA
01-May-22	44	0.088	0	0.088	1.00
01-May-22	45	0.08	0	0.088	0.91
01-May-22	46	0.08	0	0.088	0.91
01-May-22	47	0.088	0	0.088	1.00
01-May-22	48	0.088	0	0.088	1.00
01-May-22	49	0.088	0	0.088	1.00
01-May-22	50	0.088	0	0.088	1.00
01-May-22	51	0.088	0	0.088	1.00

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
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	0	0	0	NA
01-May-22	78	0	0	0	NA
01-May-22	79	0	0	0	NA
01-May-22	80	0	0.075	0.075	1.00
01-May-22	81	0	0.075	0.075	1.00
01-May-22	82	0	0.075	0.075	1.00
01-May-22	83	0	0.075	0.075	1.00
01-May-22	84	0	0.075	0.075	1.00

01-May-22	85	0	0.075	0.075	1.00
01-May-22	86	0	0.075	0.075	1.00
01-May-22	87	0	0.07	0.075	0.93
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	0.088	0	0.088	1
01-May-22	93	0.088	0	0.088	1
01-May-22	94	0.088	0	0.088	1
01-May-22	95	0.088	0	0.088	1
01-May-22	96	0.088	0	0.088	1
Total		**1.379**	**1.155**		

i is the i^{th}Timeblock 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 = 0.97

Similarly, the System availability shall be calculated for 35040 time-blocks (96*365) in a year, excluding time-blocks where Grid is unavailable or in case of Force Majeure.

Assuming the following parameters:

a. Total Contract Capacity = 300 MW, **C**

b. Quoted monthly Capacity charges = 5 lakhs/MW/month, **D**

c. Annual system availability (as per procedure above) is calculated to be 0.93, **B**

d. n = 12

Liquidated Damages on account of shortage in annual system Availability, as calculated from formula provided in Clause 8.2 of the RfS:

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

= (0.95-0.93) x 300 x 5 x 12 x 2

= Rs. 720 lakhs

2. System Round Trip Efficiency

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.e.iii of the RfS.

System Efficiency = $\frac{Total\ of\ Column\ (Y)}{Total\ of\ Column\ (X)} = \frac{1.155}{1.379}$ = 0.837 ~ 0.84 (rounded off to 2 decimal places)

Assuming

a. Monthly System Efficiency = 0.84

b. Total Monthly Drawl from Grid (Charging Power) = 41.1 MUs

Liquidated Damages is calculated @ Rs. 2 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 2

= Rs. 0.822 Millions

= Rs. **8.22 lakhs**

TELANGANA POWER GENERATION CORPORATION LIMITED

Vidyut Soudha, Khairathabad, Hyderabad-500 082

ABSTRACT

TGGENCO-Constitution of a Committee- Verification of the queries raised by bidders,Technical and Financial capabilities of the firms of 1500MWH BESS project at Maheswaram 750MWH(187.5MWx4 Hrs)& Choutuppal 750MWH(187.5MWx4 Hrs) 400KV/220KV TGTRANSCO Substations-Orders-Issued.

T.G.O.O. No.138 /HPC&HP/2025 Dt. 29.11.2025

ORDER:

1. The Ministry of Power (MoP), Government of India vide order dt. 09.06.2025 has allocated the Battery Energy Storage System(BESS) project of 1500MWH to TELANGANA with Viability Gap Funding(VGF) support under Power System Development Fund(PSDF).

2. Further, 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.

3. Accordingly, TGGENCO floated on-line Global tender vide RfS no. 25/ HPC&HP / TGGENCO / BESS / 2025-26,Dt:22.11.2025 to set up BESS project under "Build Own Operate" (BOO) model with tenure of 15 years as per MoP guidelines with a capacity of 1500MWH (375MWX4 Hrs) at vacant lands of 2 nos. Maheswaram 750MWH (187.5MWx4 Hrs) & Choutuppal 750MWH (187.5MWx4 Hrs) 400KV/220KV TGTRANSCO Substations in Telangana under Tariff Based Global Competitive Bidding under VGF with PSDF support under Section 63 of Electricity Act 2003 by inviting tender through Reverse Auction.

4. In this regard, a committee is herewith constituted with the following officers to analyze/ scrutiny the pre-bid query replies ,technical and financial capabilities of the firms quoted against the tender for subject proposal :
   1. Sri P. Balaraju,Director/Hydel /TGGENCO---------Member
   2. Sri G. Veera Mahendar, Director/Finance & Commercial/TGGENCO—Member
   3. Sri G.Sampath Kumar,Director/Grid &Transmission Management/TGTRANSCO---- Member
   4. Smt. Latha Vinod, Director/Projects/TGTRANSCO----Member.
   5. Sri P.Suresh Babu/ Chief Engineer/SLDC/TGTRANSCO--Member
   6. Sri P. Upendar/Chief Engineer/HPC&HP/TGGENCO--- Convener.

CHAIRMAN & MANAGING DIRECTOR - 2 DEC 2025 TGTRANSCO

Dr. S.HARISH, I.A.S,
CHAIRMAN AND MANAGING DIRECTOR. 63

To

Sri P. Balaraju,Director/Hydel /TGGENCO---------Member

Sri G.Veera Mahendar, Director/Finance & Commercial/TGGENCO—Member

Sri G. Sampath Kumar/Director/Grid & Transmission Management/TGTRANSCO----- Member

Smt D.Latha Vinod, Director/Projects/TGTRANSCO---Member.

Sri P.Suresh Babu/ Chief Engineer/SLDC/TGTRANSCO--Member

Sri P. Upendar/Chief Engineer/HPC&HP/TGGENCO--- Convener

Copy to the :

AS&PS to Chairman & Managing Director/ TGGENCO.

Dy.CCA to Director/Finance/ TGGENCO.

SE/Technical to CMD/TGTRANSCO.

DE(T) to Director/Hydel/TGGENCO

ADE/T to CGM(ADM)/VS/Hyd.

CE/HPC&HP/SE/PI/EME-05/D.No.82 /25,dt.29.11.2025.

//FORWARDED:: BY ORDER//

Chief Engineer/HPC&HP

Organization ID	ETS-IN-2024-RS0000047 (KNR CONSTRUCTIONS LIMITED)	ETS-IN-2022-RS0000349 (Oriana Power Limited)	ETS-IN-2026-RS0000039 (AMR INDIA LIMITED)	ETS-IN-2025-RS0001403 (COAL INDIA LIMITED)	ETS-IN-2025-RS0001334 (Power Grid Corporation of India Limited)	ETS-IN-2025-RS0000489 (Sun Drops Energia Private Limited)	2021-RS0000227 (Megha Engineering and Infrastructures Limited)	ETS-IN-2025-RS0001322 (Ultimate Flexipack Limited)	ETS-IN-2022-RS0000031 (Apraava Energy Private Limited)	ETS-IN-2025-RS0000158 (OPG Power Generation Private Limited)	ETS-IN-2025-RS0001393 (DB POWER BESS STORAGE LIMITED)	ETS-IN-2025-RS0000796 (NLC INDIA RENEWABLES LIMITED)	ETS-IN-2025-RS0001345 (Sarus Infrastructures Private Limited)	ETS-IN-2025-RS0001398 (Shreyas Sortex Industries Private Limited)	ETS-IN-2022-RS0000179 (Bondada Engineering Limited)
1.187.5MW/750MWH(187.5 MW x 4Hrs) BESS Project at 400/220 KV SS Maheswaram															
1.1. Is the Bidder bidding for the Project?	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	No	Yes
1.2. Tariff per MW per Month for the Project	595000 (Indian Rupee)	Field Not Filled (Indian Rupee)	477999 (Indian Rupee)	349000 (Indian Rupee)	478600 (Indian Rupee)	420000 (Indian Rupee)	399000 (Indian Rupee)	462000 (Indian Rupee)	Field Not Filled (Indian Rupee)	370000 (Indian Rupee)	465000 (Indian Rupee)	420000 (Indian Rupee)	306000 (Indian Rupee)	Field Not Filled (Indian Rupee)	460000 (Indian Rupee)
2. 187.5MW/750MWH(187.5MW x 4Hrs) at 400/220KV SS Choutuppal															
2.1.Is the Bidder bidding for project?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	No	Yes	No
2.2.Tariff per MW per Month for the Project	595000 (Indian Rupee)	375000 (Indian Rupee)	477999 (Indian Rupee)	349000 (Indian Rupee)	478600 (Indian Rupee)	410000 (Indian Rupee)	399000 (Indian Rupee)	462000 (Indian Rupee)	431000 (Indian Rupee)	Field Not Filled (Indian Rupee)	Field Not Filled (Indian Rupee)	415000 (Indian Rupee)	Field Not Filled (Indian Rupee)	325000 (Indian Rupee)	Field Not Filled (Indian Rupee)

Opened on 07/03/2026
No. of Corrections -
07/03/2026 AO/TS.II EM SE/PI 7/3/26.

NOt Contd 2

MoM of the committee meeting held on dt.07.03.2026 (committee constituted vide office order no.TGOO No.138 ,dt 29.11.2025.) for removal of Highest Quoted bidders,(H1&H2), finalization of the opening-price, bid-decrement value and conducting e-Reverse Auction for Tender RfS.25/HPC&HP/BESS /TGGENCO/2025-26,Dt:22.11.2025 issued for "Setting up of 1500MWH (375MWX4 Hrs) Standalone Battery Energy Storage Systems at vacant lands of 2 nos. Maheswaram750MWH(187.5MWx4 Hrs) & Choutuppal 750MWH(187.5MWx4 Hrs) 400KV/220KV TGTRANSCO Substations in Telangana under Tariff Based Global Competitive Bidding under VGF with PSDF support in B-O-O model with 15 years Tenure.

&&&&&&&&&&

1. The Tender/RFS for "Setting up of 1500MWH (375MWX4 Hrs) Standalone Battery Energy Storage Systems at vacant lands of 2 nos. Maheswaram750MWH(187.5MWx4 Hrs) & Choutuppal 750MWH(187.5MWx4 Hrs) 400KV/220KV TGTRANSCO Substations in Telangana under Tariff Based Global Competitive Bidding under VGF with PSDF support in B-O-O model with 15 years Tenure was published on 24.11.2025.

2. The technical bids of the following 16 nos. bidders were opened on dt. 12.02.2026 against RfS namely

Sl.No	Name of the firm
1	M/s AMR-Ecoren Energy India Pvt Ltd , Hyderabad.
2	M/s Apraava Energy Pvt Ltd., Mumbai
3	M/s BONDADA Eng. Ltd, Hyderabad
4	M/s Coal India Ltd.,Kolkata
5	M/s DB Power BESS Storage Ltd.,Mumbai
6	M/s KNR CONSTRUCTIONS, Hyderabad
7	M/S Mega Engineering Infrastructures Limited, Hyderabad.
8	M/S NLC India RENEWABLES Ltd, Neyveli,TN
9	M/s OPG Power Generation PVT.Ltd., Tamilnadu
10	M/s Oriana Power Ltd.,New Noida
11	M/s Power Grid Corporation of India Ltd.,Gurgaon
12	M/s SARUS Infrastructures Pvt Ltd., Hyderabad
13	M/s Shreyas Sortex Industries PVT. Ltd., UP.
14	M/S Sudhakara Infratech Pvt Ltd, Hyderabad
15	M/s Sundrop Energia Pvt. Ltd., Gujarat
16	M/S Ultimate Flexipack Ltd, Noida,UP

3. A committee was constituted with the following officers vide office order dated 29.11.2025 to analyze the technical and financial capabilities of all the firms against above RfS.

1. Sri P. Balaraju,Director/Hydel /TGGENCO----------Member
2. Sri G.Veera Mahendar, Director/Finance & Commercial/TGGENCO—Member
3. Sri G.Sampath Kumar/Director/Grid & Transmission Management/TGTRANSCO---- Member
4. Smt D. Latha Vinod, Director/Projects/TGTRANSCO----Member.
5. Sri P.Suresh Babu/ Chief Engineer/SLDC/TGTRANSCO--Member
6. Sri P. Upendar/Chief Engineer/HPC&HP/TGGENCO--- Convener.

4. Out of 16 nos. bidders, 15 nos. bidders are found techno-commercially qualified except the firm M/S Sudhakara Infratech Pvt Ltd, Hyderabad .

This firm has quoted for two locations. But during verification, Net Worth submitted by the firm is not sufficient for two locations. As the firm has not confirmed the choosing location name, letter was addressed to SLA/TGGENCO on dt. 04.03.2026 for opinion on this firm . SLA/TGGENCO vide lr dt.05.03.2026 stated that "I am of the opinion, that if M/s Sudhakara Infratech Private limited, fails to choose/name one site, in order to clear the Financial Criteria Assessment stage, as per subject RfS, or fails to meet the financial criteria to bid for two sites/two projects, then they can be disqualified at the Financial Eligibility criteria Stage.

In view of the above, TGGENCO disqualified the firm M/s Sudhakara Infratech Private limited, Hyderabad for opening of Financial bids for both locations i.e., Maheswaram and Choutuppal as the submitted Net worth is not sufficient for both locations and the firm has not chosen any one location in spite of correspondence from TGGENCO..

5. It is to inform the 12 nos. bidders are qualified for Location Maheswaram and 11 nos. bidders are qualified for location Choutuppal as per Annexure enclosed.

6. Therefore, the Financial-bids were opened on dt. 07.03.2026 of eligible bidders for location wise. As per the provisions of tender document, e-Reverse Auction is to be carried on ISN-ETS Portal. All the bidders have been intimated the date and time (09.03.2026 at 14;00 Hrs onwards for both locations) of the e-RA on 07.03.2026. .

7. Status of quoted charges (in Rs. per MW / Month) by the bidders are as follows:

1. **Quoted charges (in Rs. per MW / Month) by the bidders in decreasing (H1, H2 up to H 12) order for Location Maheswaram is as under:**

Sl. No	Name of the firm	Quoted Charges (in Rs. Per MW/Month) (Excluding GST)	Applied Capacity (MW/MWh)	Order as per Quoted Price
1	M/s AMR-Ecoren Energy India Pvt Ltd , Hyderabad.	4,77,999/-	187.5/750	H 3
2	M/s BONDADA Eng. Ltd, Hyderabad	4,60,000/-	187.5/750	H 6
3	M/s Coal India Ltd.,Kolkata	3,49,000/-	187.5/750	H 11
4	M/s DB Power BESS Storage Ltd.,Mumbai	4,65,000/-	187.5/750	H 4
5	M/s KNR CONSTRUCTIONS, Hyderabad	**5,95000/-**	187.5/750	**H 1**
6	M/S Mega Engineering Infrastructures Limited, Hyderabad.	3,99,000/-	187.5/750	H 9
7	M/S NLC India RENEWABLES Ltd, Neyveli,TN	4,20,000/-	187.5/750	H 8
8	M/s OPG Power Generation PVT.Ltd., Tamilnadu	3,70,000/-	187.5/750	H 10
9	M/s Power Grid Corporation of India Ltd.,Gurgaon	**4,78,600/-**	187.5/750	**H 2**
10	M/s SARUS Infrastructures Pvt Ltd., Hyderabad	3,06,000/-	187.5/750	H 12
11	M/s Sundrop Energia Pvt. Ltd., Gujarat	4,20,000/-	187.5/750	H 7
12	M/S Ultimate Flexipack Ltd, Noida,UP	4,62,000/-	187.5/750	H 5

It is observed that , 2 nos. Firms M/S NLC India RENEWABLES Ltd, Neyveli,TN and M/s Sundrop Energia Pvt. Ltd., Gujarat have quoted same prices. Net Worth of M/S NLC India Renewables Ltd is Rs.46.5 Crores per MW and Net Worth of M/S Sundrop Energia Pvt. Ltd., Gujarat is Rs. 1.6 Crores per MW. Ranking are allotted to both firms as per Net Worth.

It is observed that, the quoted charges by the bidders namely M/s KNR CONSTRUCTIONS, Hyderabad highest and is at H1 position and M/s Power Grid Corporation of India Ltd.,Gurgaon is at H2 position. As per the conditions of Clause 42.2 'Procedure of Reverse Auction' of the RfS, Reverse Auction process shall be carried out after removing the two (2) Highest Bidders(i.e., H1&H2 Bidders) if No. of eligible bidders 10(ten) and above.

Therefore, bidders namely M/s KNR CONSTRUCTIONS, Hyderabad (H1) at Sl.No. 5 and the firm M/s Power Grid Corporation of India Ltd., Gurgaon (H2) at Sl.No. 9 shall be removed for participating in E-Reverse Auction.

2. **Quoted charges (in Rs. per MW / Month) by the bidders in decreasing (H1, H2 up to H 11) order for Location Choutuppal is as under:**

Sl. No	Name of the firm	Quoted Charges (in Rs. Per MW/Month) (Excluding GST)	Applied Capacity (MW/MWh)	Order as per Quoted Price
1	M/s AMR-Ecoren Energy India Pvt Ltd , Hyderabad.	4,77,999/-	187.5/750	H 3
2	M/s Apraava Energy Pvt Ltd., Mumbai	4,31,000/-	187.5/750	H 5
3	M/s Coal India Ltd.,Kolkata	3,49,000/-	187.5/750	H 10
4	M/s KNR CONSTRUCTIONS, Hyderabad	**5,95,000/-**	187.5/750	**H 1**
5	M/S Mega Engineering Infrastructures Limited, Hyderabad.	3,99,000/-	187.5/750	H 8
6	M/S NLC India RENEWABLES Ltd, Neyveli,TN	4,15,000/-	187.5/750	H 6
7	M/s Oriana Power Ltd.,New Noida	3,75,000/-	187.5/750	H 9
8	M/s Power Grid Corporation of India Ltd.,Gurgaon	**4,78,600/-**	187.5/750	**H 2**
9	M/s Shreyas Sortex Industries PVT. Ltd., UP.	3,25,000/-	187.5/750	H 11
10	M/s Sundrop Energia Pvt. Ltd., Gujarat	4,10,000/-	187.5/750	H 7
11	M/S Ultimate Flexipack Ltd, Noida,UP	4,62,000/-	187.5/750	H 4

It is observed that, the quoted charges by the bidders namely M/s KNR CONSTRUCTIONS, Hyderabad highest and is at H1 position and M/s Power Grid Corporation of India Ltd., Gurgaon is at H2 position. As per the conditions of Clause 42.2(ii) 'Procedure of Reverse Auction' of the RfS, Reverse Auction process shall be carried out after removing the two (2) Highest Bidders(i.e., H1&H2 Bidders) if No. of eligible bidders 10(ten) and above.

Therefore, bidders namely M/s KNR CONSTRUCTIONS, Hyderabad (H1) at Sl.No.4 and the firm M/s Power Grid Corporation of India Ltd.,Gurgaon (H2) at Sl.No. 8 shall be removed for participating in Reverse Auction.

8. Further, as per RfS clause no. 42.4 (a, b), the 'opening price' i.e. start price for E-Reverse Auction and minimum bid decrement value i.e., INR 1000 per MW/Month shall be intimated to qualified bidders at the time of E-Reverse Auction.

In view of above, the committee decided to keep the base prices discovered in the first round tariffs for the both locations with decremental value @Rs 1000/MW/Month at each location against TGGENCO's subject RfS.are as follows:

Maheswaram @ RS 3,06,000/- of L1 discovered price.
Choutuppal @ RS.3,25,000/- of L1 discovered price.
Decremental Value: @ Rs 1000/MW/Month at each location

O/o. CE/SLDC TGTRANSCO, File No. 666 07/03/2026 Date:

1. Sri P.Upendar, Chief Engineer/HPC&HP./TGGENCO : 07/3/2026

Director (Projects) TGTRANSCO Reg. No. 300 Dt. 07/03/2026

2. Sri P.Suresh Babu/ Chief Engineer/SLDC/TGTRANSCO: 7/3/26

3. Sri P. Balaraju,Director/Hydel /TGGENCO : 07/3/2026

DIRECTOR (Grid & Transmission Management), TGTRANSCO, File No. 381 Date: 07.03.2026

4. Sri G.Veera Mahendar, Director/Finance&Commercial/TGGENCO : 7/3/2026

5. Smt D. Latha Vinod, Director/Projects/TGTRANSCO: 7/3/2026

6. Sri G.Sampath Kumar/Director/Grid & Transmission Management/ TGTRANSCO 07/03/2026.

Submitted for approval please.

Chairman & Managing Director TGGENCO. Reg. No: 430 Date: 09/03/2026

9.CHAIRMAN AND MANAGING DIRECTOR/TGGENCO. 9.3.

Skip to Main Content | A+ | A | A- | | A | Screen Reader | Accessibility Statement

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ISN ElectronicTender Services

Allied Corporate Activities | Core Tendering Activities | e-SecureAuction Activities | Allied Activities | General Activities

09-Mar-2026 19:39:08 RTZ

Logout: hpc.se3

Report - Details of Bids Submitted in e-ReverseAuction™

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ETS Customer Support - Help Desk: +91-124-4229071, 4229072; support@isn-ets.com

Report Request Details

Report Requested by	hpc.se3 (Mr Venkat Varma Sunkara)
Date and Time of Report Generation	09-Mar-2026 19:39:06 RTZ

Reverse-Auction Search Code (RASC)

Reverse-Auction Search Code (RASC)	TGGENCO-2026-RA000002
Date and Time of Start of Reverse-Auction	09-Mar-2026 15:45:00 RTZ
Date and Time of Closure of Reverse-Auction	09-Mar-2026 17:15:00 RTZ
Status pertaining assignment of 'Start-Price' to each Invited Bidders	Completed

Open... 09/03/2026
No. of Corrections.....
09/03/2026 AO/S... 09/3 EME/VM SE/PT

List of Invited Bidders

S#	OID	Organization Name
1	ETS-IN-2026-RS0000039	AMR INDIA LIMITED
2	ETS-IN-2025-RS0001403	COAL INDIA LIMITED
3	ETS-IN-2025-RS0000489	Sun Drops Energia Private Limited
4	ETS-IN-2021-RS0000227	Megha Engineering and Infrastructures Limited
5	ETS-IN-2025-RS0001322	Ultimate Flexipack Limited
6	ETS-IN-2025-RS0000158	OPG Power Generation Private Limited
7	ETS-IN-2025-RS0001393	DB POWER BESS STORAGE LIMITED
8	ETS-IN-2025-RS0000796	NLC INDIA RENEWABLES LIMITED
9	ETS-IN-2025-RS0001345	Sarus Infrastructures Private Limited
10	ETS-IN-2022-RS0000179	Bondada Engineering Limited

Total Number of Records: 10

List of Auction-Officers logging to e-ReverseAuction Room

S#	User ID	OID	Organization Name	Type of Attendee	Count of Login
1	hpc.se3	ETS-IN-2025-RB0000002	Telangana Power Generation Corporation Limited	eRA-Coordinator	4

Total Number of Records: 1

List of Bidders logging to e-ReverseAuction Room

S#	User ID	OID	Organization Name	Pseudo ID	Type of Attendee	Count of Login
1	amrinfra	ETS-IN-2026-RS0000039	AMR INDIA LIMITED	1.86772e+015	Bidder's Representative-1	1
2	ceo_nirl	ETS-IN-2025-RS0000796	NLC INDIA RENEWABLES LIMITED	8.73635e+015	Bidder's Representative-1	8
3	dbbess.1234	ETS-IN-2025-RS0001393	DB POWER BESS STORAGE LIMITED	1.48294e+015	Bidder's Representative-1	1
4	meil_solar	ETS-IN-2021-RS0000227	Megha Engineering and Infrastructures Limited	1.3798e+015	Bidder's Representative-1	4
5	sarus	ETS-IN-2025-RS0001345	Sarus Infrastructures Private Limited	8.10202e+015	Bidder's Representative-1	1
6	sjanacil048	ETS-IN-2025-RS0001403	COAL INDIA LIMITED	2.61727e+015	Bidder's Representative-1	6
7	vivek_98765	ETS-IN-2025-RS0001322	Ultimate Flexipack Limited	2.35235e+015	Bidder's Representative-1	6

Total Number of Records: 7

Entity : Maheswaram750MWH(187.5MWx4 Hrs)

Entity Description

e-RA of 1500MWH (375MWX4 Hrs) Standalone Battery Energy Storage Systems at vacant lands of Maheswaram750MWH(187.5MWx4 Hrs) TGTRANSCO Substations in Telangana under Tariff Based Global Competitive Bidding under VGF with PSDF support in B-O-O model with 15 years tenure.

Quantity	750.00 MW
Start-Price	306000.00 Indian Rupee
Reserve-Price	306000.00 Indian Rupee
Minimum Bid-Decrement (Absolute Value)	1000.00 Indian Rupee
'Multiple of Minimum Bid-Decrement' up to which a bidder can reduce its bid in a single-submission	*No Restriction*

Details of Bids

S#	Bidder's Name	Quoted Value	Loaded Value	Date/ Time of Bidding	Special Remarks	Meet/ Beat	Type	Difference in % (Bid-Value vs Start-Price)
1	Sarus Infrastructures Private Limited (ETS-IN-2025-RS0001345)	298000.00	298000.00	09-Mar-2026 16:58:48 RTZ	Field Not Filled	Beat	Manual	2.61%
2	COAL INDIA LIMITED (ETS-IN-2025-RS0001403)	299000.00	299000.00	09-Mar-2026 16:54:44 RTZ	Field Not Filled	Beat	Manual	2.29%
3	OPG Power Generation Private Limited (ETS-IN-2025-RS0000158)	370000.00	370000.00	09-Mar-2026 13:40:49 RTZ	Field Not Filled	Beat	Manual	-20.92%
4	Megha Engineering and Infrastructures Limited (ETS-IN-2021-RS0000227)	399000.00	399000.00	09-Mar-2026 13:40:49 RTZ	Field Not Filled	Beat	Manual	-30.39%
5	Sun Drops Energia Private Limited (ETS-IN-2025-RS0000489)	420000.00	420000.00	09-Mar-2026 13:40:49 RTZ	Field Not Filled	Beat	Manual	-37.25%
6	NLC INDIA RENEWABLES LIMITED (ETS-IN-2025-RS0000796)	420000.00	420000.00	09-Mar-2026 13:40:49 RTZ	Field Not Filled	Beat	Manual	-37.25%
7	Bondada Engineering Limited (ETS-IN-2022-RS0000179)	460000.00	460000.00	09-Mar-2026 13:40:49 RTZ	Field Not Filled	Beat	Manual	-50.33%
8	Ultimate Flexipack Limited (ETS-IN-2025-RS0001322)	462000.00	462000.00	09-Mar-2026 13:40:49 RTZ	Field Not Filled	Beat	Manual	-50.98%
9	DB POWER BESS STORAGE LIMITED (ETS-IN-2025-RS0001393)	465000.00	465000.00	09-Mar-2026 13:40:49 RTZ	Field Not Filled	Beat	Manual	-51.96%
10	AMR INDIA LIMITED (ETS-IN-2026-RS0000039)	477999.00	477999.00	09-Mar-2026 13:40:49 RTZ	Field Not Filled	Beat	Manual	-56.21%

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No. of Corrections.....

09/03/2026 AO/J.A.O EME/V/VI SE/PI 9/3

e-SecureAuction™

Counter Sign Final Bids after completion of Reverse-Auction

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'Single Entity' with 'Fixed Quantity'

Current Date and Time	**09-Mar-2026 18:16:16 RTZ**

Entity	Maheswaram750MWH(187.5MWx4 Hrs)
Description	e-RA of 1500MWH (375MWX4 Hrs) Standalone Battery Energy Storage Systems at vacant lands of Maheswaram750MWH (187.5MWx4 Hrs) TGTRANSCO Substations in Telangana under Tariff Based Global Competitive Bidding under VGF with PSDF support in B-O-O model with 15 years tenure.
Quantity	750.00 MW
Starting-Price	306000.00 Indian Rupee
Reserve-Price	306000.00 Indian Rupee
Details of Rank-1 Bid - Beat	
Rank-1 Bidder's Name	Sarus Infrastructures Private Limited
Rank-1 Bid Value (Quoted)	298000.00 Indian Rupee
Rank-1 Bid Value (Loaded)	298000.00 Indian Rupee
Special Remarks	*Field Not Filled*

Status of Signature

Status of Signature	Signed - [Date and Time: 09-Mar-2026 18:16:00 RTZ]

Close

Opened on 09/03/2026
No. of Corrections
09/03/2026 AO/A.O EME/VM SE/PI 9/3/26.

Skip to Main Content | A+ | A | A- | | A | Screen Reader | Accessibility Statement

ELECTRONICTENDER®

ELECTRONICTENDER® 1

ISN ElectronicTender Services

Allied Corporate Activities | Core Tendering Activities | e-SecureAuction Activities | Allied Activities | General Activities

09-Mar-2026 19:44:26 RTZ

Logout: hpc.se3

Report - Details of Bids Submitted in e-ReverseAuction™

? Page Help

Important: Users not familiar with the system must read the General Guidelines and Page-Help, which can be viewed by clicking on 'Page Help' given above.
ETS Customer Support - Help Desk: +91-124-4229071, 4229072; support@isn-ets.com

Report Request Details

Report Requested by	hpc.se3 (Mr Venkat Varma Sunkara)
Date and Time of Report Generation	09-Mar-2026 19:44:24 RTZ

Reverse-Auction Search Code (RASC)

Reverse-Auction Search Code (RASC)	TGGENCO-2026-RA000003
Date and Time of Start of Reverse-Auction	09-Mar-2026 18:15:00 RTZ
Date and Time of Closure of Reverse-Auction	09-Mar-2026 19:35:00 RTZ
Status pertaining assignment of 'Start-Price' to each Invited Bidders	Completed

Opened on 09/03/2026
No. of Corrections
09/03/2026 AO/J.50 EME/VM SE/PI 9/3

List of Invited Bidders

S#	OID	Organization Name
1	ETS-IN-2025-RS0000489	Sun Drops Energia Private Limited
2	ETS-IN-2021-RS0000227	Megha Engineering and Infrastructures Limited
3	ETS-IN-2025-RS0001322	Ultimate Flexipack Limited
4	ETS-IN-2022-RS0000031	Apraava Energy Private Limited
5	ETS-IN-2022-RS0000349	Oriana Power Limited
6	ETS-IN-2026-RS0000039	AMR INDIA LIMITED
7	ETS-IN-2025-RS0001403	COAL INDIA LIMITED
8	ETS-IN-2025-RS0000796	NLC INDIA RENEWABLES LIMITED
9	ETS-IN-2025-RS0001398	Shreyas Sortex Industries Private Limited

Total Number of Records: 9

List of Auction-Officers logging to e-ReverseAuction Room

S#	User ID	OID	Organization Name	Type of Attendee	Count of Login
1	hpc.se3	ETS-IN-2025-RB0000002	Telangana Power Generation Corporation Limited	eRA-Coordinator	3

Total Number of Records: 1

List of Bidders logging to e-ReverseAuction Room

S#	User ID	OID	Organization Name	Pseudo ID	Type of Attendee	Count of Login
1	ceo_nirl	ETS-IN-2025-RS0000796	NLC INDIA RENEWABLES LIMITED	1.09745e+015	Bidder's Representative-1	4
2	meil_solar	ETS-IN-2021-RS0000227	Megha Engineering and Infrastructures Limited	3.36066e+015	Bidder's Representative-1	1
3	shreyassortex	ETS-IN-2025-RS0001398	Shreyas Sortex Industries Private Limited	8.76404e+015	Bidder's Representative-1	2
4	sjanacil048	ETS-IN-2025-RS0001403	COAL INDIA LIMITED	8.60887e+015	Bidder's Representative-1	2

Total Number of Records: 4

Entity : Choutuppal 750MWH(187.5MWx4 Hrs)

Entity Description

e-RA of 1500MWH (375MWX4 Hrs) Standalone Battery Energy Storage Systems at vacant lands of Choutuppal 750MWH(187.5MWx4 Hrs) 400KV/220KV TGTRANSCO Substations in Telangana under Tariff Based Global Competitive Bidding under VGF with PSDF support in B-O-O model with 15 years tenure.

Quantity	750.00 MW
Start-Price	325000.00 Indian Rupee
Reserve-Price	325000.00 Indian Rupee
Minimum Bid-Decrement (Absolute Value)	1000.00 Indian Rupee
'Multiple of Minimum Bid-Decrement' up to which a bidder can reduce its bid in a single-submission	*No Restriction*

Details of Bids

S#	Bidder's Name	Quoted Value	Loaded Value	Date/ Time of Bidding	Special Remarks	Meet/ Beat	Type	Difference in % (Bid-Value vs Start-Price)
	COAL INDIA LIMITED							

1	(ETS-IN-2025-RS0001403)	314000.00	314000.00	09-Mar-2026 19:22:56 RTZ	Field Not Filled	Beat	Manual	3.38%
2	Shreyas Sortex Industries Private Limited (ETS-IN-2025-RS0001398)	315000.00	315000.00	09-Mar-2026 19:22:04 RTZ	Field Not Filled	Beat	Manual	3.08%
3	Oriana Power Limited (ETS-IN-2022-RS0000349)	375000.00	375000.00	09-Mar-2026 16:13:56 RTZ	Field Not Filled	Beat	Manual	-15.38%
4	Megha Engineering and Infrastructures Limited (ETS-IN-2021-RS0000227)	399000.00	399000.00	09-Mar-2026 16:13:56 RTZ	Field Not Filled	Beat	Manual	-22.77%
5	Sun Drops Energia Private Limited (ETS-IN-2025-RS0000489)	410000.00	410000.00	09-Mar-2026 16:13:56 RTZ	Field Not Filled	Beat	Manual	-26.15%
6	NLC INDIA RENEWABLES LIMITED (ETS-IN-2025-RS0000796)	415000.00	415000.00	09-Mar-2026 16:13:56 RTZ	Field Not Filled	Beat	Manual	-27.69%
7	Apraava Energy Private Limited (ETS-IN-2022-RS0000031)	431000.00	431000.00	09-Mar-2026 16:13:56 RTZ	Field Not Filled	Beat	Manual	-32.62%
8	Ultimate Flexipack Limited (ETS-IN-2025-RS0001322)	462000.00	462000.00	09-Mar-2026 16:13:56 RTZ	Field Not Filled	Beat	Manual	-42.15%
9	AMR INDIA LIMITED (ETS-IN-2026-RS0000039)	477999.00	477999.00	09-Mar-2026 16:13:56 RTZ	Field Not Filled	Beat	Manual	-47.08%

Print Close

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Home

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Opened on 09/03/2026

No. of Corrections

09/03/2026 SE/PI 9/3/26.

e-SecureAuction™

Counter Sign Final Bids after completion of Reverse-Auction

Page Help

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'Single Entity' with 'Fixed Quantity'

Current Date and Time	**09-Mar-2026 19:43:11 RTZ**

Entity	Choutuppal 750MWH(187.5MWx4 Hrs)
Description	
e-RA of 1500MWH (375MWX4 Hrs) Standalone Battery Energy Storage Systems at vacant lands of Choutuppal 750MWH(187.5MWx4 Hrs) 400KV/220KV TGTRANSCO Substations in Telangana under Tariff Based Global Competitive Bidding under VGF with PSDF support in B-O-O model with 15 years tenure.	
Quantity	750.00 MW
Starting-Price	325000.00 Indian Rupee
Reserve-Price	325000.00 Indian Rupee
Details of Rank-1 Bid - Beat	
Rank-1 Bidder's Name	COAL INDIA LIMITED
Rank-1 Bid Value (Quoted)	314000.00 Indian Rupee
Rank-1 Bid Value (Loaded)	314000.00 Indian Rupee
Special Remarks	*Field Not Filled*

Status of Signature

Status of Signature	Signed - [Date and Time: 09-Mar-2026 19:43:00 RTZ]

Close

Opened on 08/03/2026
No. of Corrections
09/3/2026 AO/J.&C.O
EME/WAB
SE/PI

TELANGANA POWER GENERATION CORPORATION LIMITED
(formerly Telangana State Power Generation Corporation Limited)
VIDYUT SOUDHA :: HYDERABAD - 500 082. CIN:U35102TG2014SGC094070,
Phone No: 040-23499339,110. FAX No.040-23499640
Website:www.tggenco.com Email ID: cs@tggenco.com

TRUE EXTRACT OF THE MINUTES OF THE SEVENTY SIXTH BOARD MEETING OF THE COMPANY HELD ON TUESDAY, THE 17th, MARCH, 2026 AT 12.00 NOON IN THE 2nd FLOOR, BOARD ROOM, VIDYUT SOUDHA, KHAIRATABAD, HYDERABAD.

9. Discussion about setting up of 1500MWH (375MWx4 Hrs) Standalone Battery Storage Systems at vacant lands of 2 nos. Maheswaram 750MWH (187.5MWx4 Hrs) & Choutuppal 750MWH (187.5MWx4 Hrs) 400KV/220KV TGTRANSCO substations in Telangana under Tariff Based Competitive Bidding under VGF with PSDF support in B-O-O model with 15 years Tenure - Submission of Note to TGGENCO Board - Approval Requested - TGGENCO - HPC&HP.

The Chief Engineer/HPC & HP has placed a note for the perusal and consideration of the Board.

He has proposed as follows:

1. It is proposed to put up the following proposals to the TGGENCO Board for kind perusal and approval

   a) To issue Letter of Awards (LOAs) to the following firms with the prices discovered after E-Reverse Auction (exclusive of GST) against their quoted capacities.

Sl.No	location	Name of the firm	Offered prices after RA (Excuding GST)	Quoted capacity
1	Maheswaram	M/S Sarus Infrastructures Pvt Limited, Hyderabad	Rs.2,98,000/-	187.5 MW/ 750MWH (187.5MWx4 Hrs)
2	Choutuppal	M/S Coal India Limited, Kolkata	Rs.3,14,000/-	187.5 MW/ 750MWH (187.5MWx4 Hrs)

   b) To address the Hon'ble TGERC through Coal & Commercial wing to obtain Tariff approval of the above bidders to conclude agreement with BESS Developers (BESPA)

   c) To address TGDISCOMs through Coal & Commercial wing for consent of Tariffs quoted by the bidders with the Trading margin @ 7 Paise per KWh to conclude agreement (BESSA).

   d) On receipt of Tariff approval from the TGERC, Sale and Purchase Agreements will be concluded with TGDISCOMS & BESS Developers for 15 years Tenure.

The board discussed the above proposal in detail and approved the proposal made by the Chief Engineer/HPC & HP.

//CERTIFIED COPY//
For Telangana Power Generation Corporation Ltd.

G.P.R. HARIKA
Company Secretary

TELANGANA POWER GENERATION CORPORATION LIMITED

VIDYUT SOUDHA::HYDERABAD

CIN:U40102TG2014SGC094070, Phone No:040-23499890

Website:www.tggenco.com Email ID:ce.hpc@tggenco.com

From
Chief Engineer
(HPC& Hydel Projects), TGGENCO,
A-Block, 3rd floor , Vidyut Soudha,
Khairathabad,Hyderabad-500082,
Telangana State
Ph.No. 040 -23499311/12

To
M/S Sarus Infrastructures Private Limited,
3rd floor, Spaces and More Business Center II, Akshara Grand,
Gachibowli, Hyderabad - 500032.
info@sarus.co.in

LOI No.CE(HPC&HP)/SE(PI)/EME05/F.BESS/D.No.189/2026,dt.28.03.2026.

Sir,

Sub : Setting up of 1500MWH (375MWX4 Hrs) Standalone Battery Energy Storage Systems at vacant lands of 2 nos. Maheswaram 750MWH(187.5MWx4 Hrs)& Choutuppal 750MWH (187.5MWx4 Hrs) 400KV/220KV TGTRANSCO Substations in Telangana under Tariff Based Global Competitive Bidding under VGF with PSDF support in B-O-O model with 15 years Tenure-**Letter Of Award(LOA) -Issued.**

Ref:
1. 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 Notification dated 10.03.2022.
2. MoP's Operational Guidelines for State Component under the Scheme for VGF for development of BESS dated 09.06.2025.
3. Lr.no.ED/Comml/SE/IPC/DE2/RE/F.No.114/Gen/D.No.126/25,dt.13.11.2025.
4. G.O.Ms.No.41,dt.17.11.2025.
5. RfS.no.25/CE/HPC&HP/TGGENCO/BESS/2025-26,dt.22.11.2025.
6. Pre-Bid Clarification/Corrigendum -1, Amended RfS&BESPA dated :17.12.2025
7. Technical bid opened on dt. 12.02.2026.
8. Financial Bid Opened on dt.07.03.2026 and E-Reverse Auction dt.09.03.2026.

*****

Condition precedent to LOA: This LOA will be effective after Hon'ble TGERC adoption of Tariff determination through competitive bidding.

In context to the above cited subject and references against RfS No. 25/CE/HPC&HP/ TGGENCO/BESS/2025-26,dt.22.11.2025 for Setting up of 1500MWH (375MWX4 Hrs) Standalone Battery Energy Storage Systems at vacant lands of 2 nos. Maheswaram 750MWH(187.5MWx4Hrs)&Choutuppal750MWH(187.5MWx4Hrs)400KV/220KV TGTRANSCO Substations in Telangana under Tariff Based Global Competitive Bidding under VGF with PSDF support in B-O-O model with 15 years Tenure , it is to intimate that subject to the provisions of RfS, TGGENCO accepted your final offer concluded as a result of E-RA dt.09.03.2026,Letter Of Award is herewith issued.

Allotted Project	Project Capacity	Voltage Level	Final monthly capacity charge (INR/MW/Month) (Excluding GST)	Final monthly capacity charge (INR/MW/Month) in words
At Maheswaram 187.5 MW/750MWH	187.5 MW/750MWH (187.5MWx4 Hrs)	220 KV	Rs.2,98,000/-	Rupees Two Lakhs Ninty Eight Thousand only.

TGGENCO shall procure energy from the proposed STU Connected Project of Standalone BESS under the above scheme subject to the following terms and conditions as stated in various documents referred above and briefly brought out hereinafter:

1.0 The applicable monthly capacity charge as mentioned above for the Project of Standalone BESS shall be fixed for the entire term of the BESPA.

1.1 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, TGGENCO 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.

1.2 GST levied on the energy storage facility provided by the BESSD, if any, shall be paid over and above the afore-mentioned capacity charges.

1.3 The BESSD will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. available if any for such Projects. No claim shall arise on TGGENCO for any liability if BESSD are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff.

1.4 The award of the above Project is subject to the Guidelines including amendments/ clarifications issued by the Government of India & Govt. of Telangana and TGERC & the terms and conditions of the RfS document including its clarifications/ amendments/ elaborations/ notifications issued by TGGENCO.

1.5 No change in the controlling shareholding of the BESSD shall be permitted till the execution of the BESPA.

1.6 In case, the BESSD itself executing the BESPA, it shall ensure that controlling shareholding of the BESSD, shall remain unchanged until the COD.

1.7 In case of BESSD company 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.

1.8 In case of Project being executed through SPVs, the BESSD 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. However , in case of the project is being set up by a listed company, this condition will not be applicable.

1.9 Performance Bank Guarantee (PBG) for a value of INR 12.5 Lakhs/MW (INR Twelve Lakhs Fifty Thousand per MW), shall be submitted by the BESSD to TGGENCO, prior to signing of BESPA in line with clause 19 (1) of RfS. PBG shall be furnished with a validity period upto (& including) the date, as on 9 months after the Scheduled Commissioning Date of the Project. Further, the BESPAs shall be signed with BESSD upon submission of the total Performance Bank Guarantees/Payment on Order Instrument/Insurance Security Bond of requisite value.

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. The rest of clauses /conditions of PBG shall be as per RFS clause no. 19.

1.10 BESPA will be executed between TGGENCO and the BESSD as per the Project capacity awarded to the BESSD.

1.11 The BESPA shall be valid for a period of 15 years from the date of full commissioning of the Project.

1.12 BESSD will have to submit the required documents as defined below as per RFS/BESPA to TGGENCO within 15days from the issue of LoA. In case of delay in submission of documents beyond the timeline as mentioned above, TGGENCO shall not be liable for delay in verification of documents and subsequent delay in signing of BESPA:

1) Copy of the Certificate of Incorporation of the BESSD.
2) The details of promoters and their shareholding in the BESSD, duly certified by the practicing Chartered Accountant/ Company Secretary in original (certificate date should be after the date of LOA) along with latest documents filed with ROC.
3) Copy of the Memorandum of Association (MoA) of the BESSD highlighting the object clause related to generation of Power/ Energy/ Renewable Energy/ Standalone Battery Energy Storage System development.
4) In case the project being executed by a Special Purpose Vehicle (SPV) incorporated by BESSD, such SPV shall be at least 51% shareholding subsidiary, and 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 line with provisions of the RfS. Further, the BESSD shall submit a Board Resolution

prior to signing of BESPA with TGGENCO, committing total equity infusion in the SPV as per the provisions of RfS.

5) Copy of Board Resolution for authorization of signing of BESPA and subsequent relevant documents.

1.13 TGGENCO shall have the right to verify original documents of the BESSD for which copies have been submitted, if required. BESPA as per the format given along with RfS has to be signed within 30 days from the date of issue of this LOA, if not extended by TGGENCO.

In case of delay on the part of the BESSD in submission of requisite documents prior to signing of BESPA or otherwise, 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 as on 30 days from the date of issue of LOA, or the date of signing of BESPA, whichever is later.

1.14 In case, TGGENCO offers to execute the BESPA with the BESSD and if the BESSD does not submit the requisite documents as per Clause 21 of the RfS, or does not execute the BESPA within the stipulated time period, then the Bank Guarantee/POI/ISB equivalent to the amount of the EMD shall be encashed by TGGENCO from the Bank Guarantee/ISB available with TGGENCO (i.e. EMD or PBG/POI/ISB) as liquidated damages not amounting to penalty, the awarded Project shall stand cancelled and the BESSD expressly waives off its rights and objections, if any, in that respect.

1.15 The BESSD shall meet financial closure requirements for the Project in line with clause 22 of the RfS document, within the date as on 6 months after the Effective(agreements signing date) Date of the BESPA. Accordingly, the BESSD shall furnish the documents pertaining to compliance of financial closure as per the above provisions.

1.16 The BESSD/Project Company shall achieve commissioning of full capacity of the Project within 18 months from the Effective Date of the BESPA, as per the conditions stipulated in Clause 9 of the RfS and relevant articles of BESPA. In case Commissioning of the Project is delayed beyond the date as per Clause 9.2 of RfS, following shall be applicable:

i The contracted capacity as per BESPA shall stand reduced/amended to the Project Capacity commissioned until the deadline as per Clause 9.2 of RfS.

ii The entire PBG/POI/ISB will be encashed by TGGENCO , and the BESPA for the Project shall stand terminated for the balance un-commissioned capacity.

1.17 All disputes arising out of and/ or in connection with the selection of Project (s) of Standalone Battery Energy Storage Systems under the said RfS and execution of BESPA thereto shall be governed by laws of India and shall be subject to the jurisdiction of appropriate Courts in Hyderabad, Telangana.

1.18 Project implementation will be governed in line with the provisions of BESPA/RfS.

1.19 Project performance criteria shall be complied/ applicable as per RFS clause No.8 and project commissioning, penalty for delay in commissioning shall be applicable as per RFS clause No. 9.2.

1.20 Viability Gap funding shall be applicable as per RFS clause No. 12.

1.21 As per clause no 20.2 of RfS, 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 Letter Of Award(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.

1.22 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.

1.23 Payment mechanism and all terms & conditions not mentioned in this LOA but mentioned in RfS Document & subsequent corrigendum/amendments and BESPA shall be applicable.

This LOA is being issued in duplicate and you are requested to kindly acknowledge receipt and acceptance of this LOA by sending the duly stamped and signed duplicate copy of LOA to TGGENCO within 03 days from the date of receipt of LOA.

28/3/2018

CHIEF ENGINEER

(HPC& Hydel Projects)

TELANGANA POWER GENERATION CORPORATION LIMITED

VIDYUT SOUDHA::HYDERABAD

CIN:U40102TG2014SGC094070, Phone No:040-23499890

Website:www.tggenco.com Email ID:ce.hpc@tggenco.com

From
Chief Engineer
(HPC& Hydel Projects), TGGENCO,
A-Block, 3rd floor , Vidyut Soudha,
Khairathabad,Hyderabad-500082,
Telangana State
Ph.No. 040 -23499311/12

To
M/S COAL INDIA LIMITED,
Coal Bhawan, Premises No. 04, Plot No. AF-III, Action Area 1A, New Town, Rajarhat, Kolkata -700 156, West Bengal, India

Subhajyoti.jana@coalindia.in

LOI No.CE(HPC&HP)/SE(PI)/EME05/F.BESS/D.No.190/2026,dt.28.03.2026.

Sir,

Sub : Setting up of 1500MWH (375MWX4 Hrs) Standalone Battery Energy Storage Systems at vacant lands of 2 nos.Maheswaram750MWH(187.5MWx4 Hrs)&Choutuppal 750MWH (187.5MWx4 Hrs) 400KV/220KV TGTRANSCO Substations in Telangana under Tariff Based Global Competitive Bidding under VGF with PSDF support in B-O-O model with 15 years Tenure -**Letter Of Award(LOA) -Issued.**

Ref:
1. 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 Notification dated 10.03.2022.
2. MoP's Operational Guidelines for State Component under the Scheme for VGF for development of BESS dated 09.06.2025.
3. Lr.no.ED/Comml/SE/IPC/DE2/RE/F.No.114/Gen/D.No.126/25,dt.13.11.2025.
4. G.O.Ms.No.41,dt.17.11.2025.
5. RfS.no.25/CE/HPC&HP/TGGENCO/BESS/2025-26,dt.22.11.2025.
6. Pre-Bid Clarification/Corrigendum -1, Amended RfS&BESPA dated :17.12.2025
7. Technical bid opened on dt. 12.02.2026.
8. Financial Bid Opened on dt.07.03.2026 and E-Reverse Auction dt.09.03.2026.

*****

Condition precedent to LOA: This LOA will be effective after Hon'ble TGERC adoption of Tariff determination through competitive bidding.

In context to the above cited subject and references against RfS No. 25/CE/HPC&HP/ TGGENCO/BESS/2025-26,dt.22.11.2025 for Setting up of 1500MWH (375MWX4 Hrs) Standalone Battery Energy Storage Systems at vacant lands of 2 nos. Maheswaram 750MWH(187.5MWx4Hrs)&Choutuppal750MWH(187.5MWx4Hrs)400KV/220KV TGTRANSCO Substations in Telangana under Tariff Based Global Competitive Bidding under VGF with PSDF support in B-O-O model with 15 years Tenure , it is to intimate that subject to the provisions of RfS, TGGENCO accepted your final offer concluded as a result of E-RA dt.09.03.2026,Letter Of Award is herewith issued.

Allotted Project	Project Capacity	Voltage Level	Final monthly capacity charge (INR/MW/Month) (Excluding GST)	Final monthly capacity charge (INR/MW/Month) in words
At Choutuppal 187.5 MW/750MWH	187.5 MW/750MWH (187.5MWx4 Hrs)	220 KV	Rs.3,14,000/-	Rupees Three Lakhs Fourteen Thousand only.

TGGENCO shall procure energy from the proposed STU Connected Project of Standalone BESS under the above scheme subject to the following terms and conditions as stated in various documents referred above and briefly brought out hereinafter:

1.0 The applicable monthly capacity charge as mentioned above for the Project of Standalone BESS shall be fixed for the entire term of the BESPA.

1.1 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, TGGENCO 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.

1.2 GST levied on the energy storage facility provided by the BESSD, if any, shall be paid over and above the afore-mentioned capacity charges.

1.3 The BESSD will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. available if any for such Projects. No claim shall arise on TGGENCO for any liability if BESSD are not able to avail fiscal incentives and this will not have any bearing on the applicable tariff.

1.4 The award of the above Project is subject to the Guidelines including amendments/ clarifications issued by the Government of India & Govt. of Telangana and TGERC & the terms and conditions of the RfS document including its clarifications/ amendments/ elaborations/ notifications issued by TGGENCO.

1.5 No change in the controlling shareholding of the BESSD shall be permitted till the execution of the BESPA.

1.6 In case, the BESSD itself executing the BESPA, it shall ensure that controlling shareholding of the BESSD, shall remain unchanged until the COD.

1.7 In case of BESSD company 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.

1.8 In case of Project being executed through SPVs, the BESSD 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. However , in case of the project is being set up by a listed company, this condition will not be applicable.

1.9 Performance Bank Guarantee (PBG) for a value of INR 12.5 Lakhs/MW (INR Twelve Lakhs Fifty Thousand per MW), shall be submitted by the BESSD to TGGENCO, prior to signing of BESPA in line with clause 19 (1) of RfS. PBG shall be furnished with a validity period upto (& including) the date, as on 9 months after the Scheduled Commissioning Date of the Project. Further, the BESPAs shall be signed with BESSD upon submission of the total Performance Bank Guarantees/Payment on Order Instrument/Insurance Security Bond of requisite value.

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. The rest of clauses /conditions of PBG shall be as per RFS clause no. 19.

1.10 BESPA will be executed between TGGENCO and the BESSD as per the Project capacity awarded to the BESSD.

1.11 The BESPA shall be valid for a period of 15 years from the date of full commissioning of the Project.

1.12 BESSD will have to submit the required documents as defined below as per RFS/BESPA to TGGENCO within 15days from the issue of LoA. In case of delay in submission of documents beyond the timeline as mentioned above, TGGENCO shall not be liable for delay in verification of documents and subsequent delay in signing of BESPA:

1) Copy of the Certificate of Incorporation of the BESSD.
2) The details of promoters and their shareholding in the BESSD, duly certified by the practicing Chartered Accountant/ Company Secretary in original (certificate date should be after the date of LOA) along with latest documents filed with ROC.
3) Copy of the Memorandum of Association (MoA) of the BESSD highlighting the object clause related to generation of Power/ Energy/ Renewable Energy/ Standalone Battery Energy Storage System development.
4) In case the project being executed by a Special Purpose Vehicle (SPV) incorporated by BESSD, such SPV shall be at least 51% shareholding subsidiary, and 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 line with provisions of the RfS. Further, the BESSD shall submit a Board Resolution prior to signing of BESPA with TGGENCO, committing total equity infusion in the SPV as per the provisions of RfS.

5) Copy of Board Resolution for authorization of signing of BESPA and subsequent relevant documents.

1.13 TGGENCO shall have the right to verify original documents of the BESSD for which copies have been submitted, if required. BESPA as per the format given along with RfS has to be signed within 30 days from the date of issue of this LOA, if not extended by TGGENCO.

In case of delay on the part of the BESSD in submission of requisite documents prior to signing of BESPA or otherwise, 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 as on 30 days from the date of issue of LOA, or the date of signing of BESPA, whichever is later.

1.14 In case, TGGENCO offers to execute the BESPA with the BESSD and if the BESSD does not submit the requisite documents as per Clause 21 of the RfS, or does not execute the BESPA within the stipulated time period, then the Bank Guarantee/POI/ISB equivalent to the amount of the EMD shall be encashed by TGGENCO from the Bank Guarantee available with TGGENCO (i.e. EMD or PBG/POI/ISB) as liquidated damages not amounting to penalty, the awarded Project shall stand cancelled and the BESSD expressly waives off its rights and objections, if any, in that respect.

1.15 The BESSD shall meet financial closure requirements for the Project in line with clause 22 of the RfS document, within the date as on 6 months after the Effective(Agreements signing date) Date of the BESPA. Accordingly, the BESSD shall furnish the documents pertaining to compliance of financial closure as per the above provisions.

1.16 The BESSD/Project Company shall achieve commissioning of full capacity of the Project within 18 months from the Effective Date of the BESPA, as per the conditions stipulated in Clause 9 of the RfS and relevant articles of BESPA. In case Commissioning of the Project is delayed beyond the date as per Clause 9.2 of RfS, following shall be applicable:

i The contracted capacity as per BESPA shall stand reduced/amended to the Project Capacity commissioned until the deadline as per Clause 9.2 of RfS.

ii The entire PBG/POI/ISB will be encashed by TGGENCO , and the BESPA for the Project shall stand terminated for the balance un-commissioned capacity.

1.17 All disputes arising out of and/ or in connection with the selection of Project (s) of Standalone Battery Energy Storage Systems under the said RfS and execution of BESPA thereto shall be governed by laws of India and shall be subject to the jurisdiction of appropriate Courts in Hyderabad, Telangana.

1.18 Project implementation will be governed in line with the provisions of BESPA/RfS.

1.19 Project performance criteria shall be complied/ applicable as per RFS clause No.8 and project commissioning, penalty for delay in commissioning shall be applicable as per RFS clause No. 9.2.

1.20 Viability Gap funding shall be applicable as per RFS clause No. 12.

1.21 As per clause no 20.2 of RfS, 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 Letter Of Award(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.

1.22 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.

1.23 Payment mechanism and all terms & conditions not mentioned in this LOA but mentioned in RfS Document & subsequent corrigendum/amendments and BESPA shall be applicable.

This LOA is being issued in duplicate and you are requested to kindly acknowledge receipt and acceptance of this LOA by sending the duly stamped and signed duplicate copy of LOA to TGGENCO within 03 days from the date of receipt of LOA.

28/3/2026

CHIEF ENGINEER
(HPC& Hydel Projects)

जारी करने वाली शाखा भारतीय स्टेट बैंक
Issuing Branch VIDYUT SOUDHA, HYDERABAD
कोड नं /CODE No: 21027
Tel No.

A/C Payee

बैंकर्स चैक
BANKERS CHEQUE

Key: YOGHEZ
Sr. No: 181770

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Key: YOGHEZ Sr. No: 181770
PAY OFFICER / TGGENCO

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