	The Energy and Resources Institute	ISSUE NO.	01	DATED	01-09-2023
	Tender	REVISION NO.	00	DATED	01-09-2023
		DOC. NO.	F/Mat/14		

Request for Proposal

Design, Supply, Testing, Installation, Commissioning, Operation and Maintenance of 20 MW/ 40 MWh Battery Energy Storage Systems (BESS) in Delhi under Tariff-Based Competitive Bidding

Ref: TERI/MAT/2023-24/014

Tender publishing date: 01 Sep 2023

Last Date for Submission of Bids: 03 Oct 2023

Corrigendum No.2

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Updated Schedule of Bidding Process


In Volume-2, Schedule of Bidding Process has been updated as per below timeline

S No.	Milestone	Date & Time
1	Release of tender	01.09.2023
2	Last date for submission of written questions by bidders	08.09.2023, 5 p.m.
3	Site visit (if required)	11.09.2023, 10 a.m.
4	Pre-Bid Meeting	12.09.2023, 11 a.m.
5	Response to Queries	15.09.2023
6	Last date for submission of technical bid and financial bid response	03.10.2023, 5 p.m.
7	Opening of technical bid responses	04.10.2023
8	Declaration of shortlisted firms based on technical evaluation	06.10.2023
9	Technical presentation by shortlisted bidders	09.10.2023 2 p.m.
9	Financial bid opening of only technically qualified bidders	11.10.2023 11 a.m.
10	e-Reverse Auction	12.10.2023
11	Finalization of Bidder and issuance of Letter of Award (LoA) (any change in date of issuance of LoA, same will be notified via e-mail) *	18.10.2023

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Amendments to the RFP

S. No	Clause No.	Existing Clause	Amended /Added Clause								
1	Volume-1, Page No 8, Clause 32	<p>“LEAD MEMBER”</p> <p>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.</p>	Note: The shareholding of the Lead member in the Project Company (Special Purpose Vehicle) cannot be changed until the EXPIRY DATE or the termination of the BESSA, whichever is earlier.								
2	Volume-1, Definition of Terms.	New Clause	“PARENT COMPANY” 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								
3	Volume-1, Page No. 14 Delivery, installation, and Commercial Operation Date (COD)	Delivery of materials, installation, testing, and commissioning of the project should be completed within twenty-four (24) weeks from the Effective Date of BESSA. This shall be the Scheduled Commissioning Date (SCD)	Delivery of materials, installation, testing, and commissioning of the project should be completed within Twelve (12) months from the Effective Date of BESSA. This shall be the Scheduled Commissioning Date (SCD). In case the BESSD commits to commission in less than 12 months, then the same shall be considered as SCD.								
4	Volume-1, Page No. 16 “Operation and Maintenance” under point no. (h)	... provide maintenance services within 12 hours of lodging of complaint provide maintenance services within 24 hours of lodging of complaint ...								
5	Volume-1, Page No. 18 1.1 Battery Subsystem	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">4</td> <td style="width: 45%;">Round trip efficiency (RTE) (AC-to-AC, including auxiliary consumption)</td> <td style="width: 10%;">%</td> <td style="width: 40%;">>85%</td> </tr> </table>	4	Round trip efficiency (RTE) (AC-to-AC, including auxiliary consumption)	%	>85%	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">4</td> <td style="width: 45%;">Round trip efficiency (RTE) (AC-to-AC, excluding auxiliary consumption)</td> <td style="width: 10%;">%</td> <td style="width: 40%;">>85% at COD</td> </tr> </table>	4	Round trip efficiency (RTE) (AC-to-AC, excluding auxiliary consumption)	%	>85% at COD
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4	Round trip efficiency (RTE) (AC-to-AC, excluding auxiliary consumption)	%	>85% at COD								
6	Volume-1, page No. 13. Clause 26	Energy meter of 0.5 class accuracy (as per IS-14697) shall be provided for recording export/import energy from/to BESS.....	Energy meter of 0.2 S class accuracy (as per IS-14697) shall be provided for recording export/import energy from/to BESS....								
7	Volume-1, Page No. 23, S. No. 5 Auxiliary power supply	Auxiliary consumption has to be mentioned under technical bid for the proposed battery technology and same needs to be considered for calculation of round-trip	Auxiliary consumption has to be mentioned under the technical bid for the proposed battery technology. The auxiliary consumption charges shall be borne by the								

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S. No	Clause No.	Existing Clause	Amended /Added Clause
		efficiency.	buying utility. However, the auxiliary consumption charges borne by BRPL shall be capped at 2.5% of the 80 MWh on a daily basis. Bidders are expected to optimize system design accordingly.
8	Volume-2, page 5, clause 1.2	Consortium up-to two firms/organizations with above eligibility criteria, as members is allowed, with one of the consortium members identified as the Lead Member.....	Consortium up-to three firms/organizations with above eligibility criteria, as members is allowed, with one of the consortium members identified as the Lead Member.....
9	Volume-2, Page No. 7, clause 2.5	The bidders must have certifications for ISO 9001:2015 quality management system, ISO 14001:2015 Environment management system, ISO 27001:2013 Information Security Management System.	The bidders must have certifications for ISO 9001:2015 quality management system, ISO 14001:2015 Environment management system, ISO 27001:2013 Information Security Management System before the signing of the BESSA.
10	Volume-2, Page No. 8. Clause 2	Bank Guarantee 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 Bid Manager 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.	Bank Guarantee 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 Bid Manager until the date as on four (4) working days after the closing date of bid submission. The four (4) -day duration will be counted from the date of bid submission.
11	Volume-2, Page No. 14. Clause 7	Bids shall remain valid for 120 (One Hundred Twenty) days post bid date.	Bids shall remain valid for 180 (One Hundred Eighty) days post bid date.
12	Volume-2, Step-3, Page No. 21	2. At least one week prior to e-RA, an advance intimation regarding the date and time of the eRA will be sent by e-mail to all the bidders who are technically and financially qualified. However, from this advance intimation it shall not be construed by the bidders that they have been shortlisted for e-RA.	2. The lowest three shortlisted bidders discovered after the opening of the financial bids (L1, L2, L3) shall be invited for the e-RA.
13	Volume-2, Step-3, Page No. 21	The discount received after the RA and final negotiation, w.r.t the initial financial bid shall be applied on all line items on a pro-rata basis.	The discount received after the RA and final negotiation, w.r.t the initial financial bid may not necessarily be applied on all line items on a pro-rata basis. The bidder is free to undertake their calculations to arrive at the

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			target tariff. However, the bidder is not allowed to increase the value of any of the line items of their submitted financial bid
14	Volume-2, Format 1: Covering Letter	We agree to abide by this Bid for a period of 120 days from...	We agree to abide by this Bid for a period of 180 days from...
15	Volume-2, Format 3: Financial Bid	I/We agree that this offer shall remain valid for a period of 120 (One Hundred and Twenty) days from...	I/We agree that this offer shall remain valid for a period of 180 (One Hundred and Eighty) days from...
16	Volume-3, Page No. 11, clause 4.7 (iii)	a.The BESSD shall be liable to remove the assets from the premises and return the land to Buying Utility. b. ...the BESSD shall be liable to remove the assets from the premises, with the land being returned to the Buying Utility at the earliest.	a.The BESSD shall be liable to remove the assets from the premises and vacate the land . b. ...the BESSD shall be liable to remove the assets from the premises and vacate the land .
17	Volume-3, Page No. 14, clause 8.2.6 The BESSD shall be liable to remove the assets from the premises, with the land being returned to the Buying Utility at the earliest. The BESSD shall be liable to remove the assets from the premises, with the land being vacated at the earliest.
18	Volume-3, Page No. 27, clause 1.1.1	.The Performance Bank Guarantee (PBG) having validity from the date of submission of PBG until 9 months after the COD submitted for a value equal to 7.5% of the capital expenditure quoted by the BESSD in their financial bid,	The Performance Bank Guarantee (PBG) shall be valid from the date of signing of BESSA and shall be valid for a period of 12 years from the Commercial Operation Date (COD) or 8,760 lifecycles (whichever is earlier), plus 12 months towards claim period. The PBG must be submitted for a value equal to 5% of the capital expenditure quoted by the BESSD in their financial bid,
19	Volume-3, Page No. 31, clause 2.4.1	The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on Twenty-four (24) weeks from the date of signing of BESSA.	The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be within Twelve (12) months from the date of signing of BESSA. In case the BESSD commits to commission in less than 12 months, then the same shall be considered as SCD.
20	In Volume-3, Page No. 35 "Special Conditions of Contract – Part B –	In consideration of the promises and mutual agreements...	In consideration of the premises and mutual agreements...

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S. No	Clause No.	Existing Clause	Amended /Added Clause
	Operations & Maintenance”		
21	Volume-3, Page No. 36	... the monthly Tariff Payments, on or before the Due Date i.e., within 60 days from date of submission of invoice the monthly Tariff Payments, on or before the Due Date i.e., within 45 days from date of submission of invoice ...
22	Volume-3, Page No. 37, clause 2.3	<p>i. In the event of delay in payment of a Monthly Bill by the Buying Utility, within 30 days beyond its Due Date, a Late Payment Surcharge shall be payable by the Buying Utility to BESSD at the rate of 1.25% per month on the outstanding amount calculated on a day-today basis. The Late Payment Surcharge shall be claimed by BESSD through the next Monthly Bill. All payments by Buying Utility to the BESSD for BESS Capacity procured from it shall be first adjusted towards Late Payment Surcharge and thereafter, towards monthly charges, starting from the longest overdue bill.</p> <p>ii. If the period of default lies in two or more financial years, the base rate of Late Payment Surcharge shall be calculated separately for the periods falling in different years.</p>	Late Payment Surcharge, will be as per Late Payment Surcharge and Related Matters) Rules-2022, notified by MoP on 3 June 2022.
23	Volume-3, Page No. 47 clause 3.6	<p>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 Buying Utility, if any, on account of excess conversion losses, based on the following conditions:</p> <p>a) For RtE <70%, there shall be a liquidated damage @ the Average Power Purchase Cost of the Buying Utility charge of previous financial year of the Buying Utility of excess conversion losses considering system RtE = 85%. Further, tariff payment for the corresponding month shall not be made to the BESSD;</p>	<p>The BESSD shall guarantee AC to AC roundtrip efficiency (RtE) of system on monthly basis. The guaranteed RtE for the month should be greater than the minimum RtE (RtE_m) as defined in Annexure-1 of this corrigendum. The BESSD shall be liable for Liquidated Damages to the Buying Utility, if any, on account of excess conversion losses, based on the following conditions:</p> <p>a) For RtE <70%, there shall be a liquidated damage @ the Average Power Purchase Cost of the Buying Utility for the previous financial year for the excess conversion losses considering system RtE = RtE_m.</p>

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		b) For $70\% \leq RtE < 85\%$, there shall be a liquidated damage levied @ the Average Power Purchase Cost of the Buying Utility charge of previous financial year of the Buying Utility of excess conversion losses considering system $RtE = 85\%$.	Further, tariff payment for the corresponding month shall not be made to the BESSD; b) For $70\% \leq RtE < RtE_m$, there shall be a liquidated damage @ the Average Power Purchase Cost of the Buying Utility for the previous financial year for the excess conversion losses considering system $RtE = RtE_m$.
24	Volume-3, Page No. 48 clause 3.6 (b)	Note: It is clarified that the actual injection/ discharging of the BESS shall be considered after Auxiliary Power load of BESS.	Considered removed
25	Volume 3, Page No. 49 clause 3.8	New Clause	Auxiliary Consumption The auxiliary consumption charges shall be borne by the buying utility, capped at 2.5% of the 80 MWh on a daily basis. The BESSD shall be liable for any liquidated damages for auxiliary consumption above this limit. The additional units will be charged at the Average Power Procurement Cost of the Buying Utility for the previous year. The accounting for the same will take place on a monthly basis

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Annexure 1: Round-Trip Efficiency

The below table specifies the minimum round-trip efficiency to be fulfilled by the BESS in each year

Year	Min. Round-trip efficiency at the end of Year
1	84.75%
2	84.50%
3	84.25%
4	84.00%
5	83.75%
6	83.50%
7	83.25%
8	83.00%
9	82.75%
10	82.50%
11	82.25%
12	82.00%

The minimum monthly RTE in a year RtE_m is defined as:

$$RtE_m = \left(mRtE_{n-1} - (mRtE_{n-1} - mRtE_n) \cdot \frac{m}{12} \right)$$

Where

m refers to the m^{th} month in a year;

n refers to the n^{th} year;

$mRtE_n$ refers to the minimum RtE at the end of year n