

**Clarification-I dated 02/06/2026 to the Bidding Document for Package AP-BESS-01 for Design, Supply, Erection, Testing & Commissioning of 150 MW/ 300MWh Battery Energy Storage System at Kalikiri, Andhra Pradesh under “Setting up of 1,000 MW/2,000 MWh Battery Energy Storage System (BESS) in Andhra Pradesh Under Tariff-Based Competitive Bidding with Viability Gap Funding supported through PSDF”. Spec. No.: CC/T/W-BESS/DOM/A10/26/07004**

Sl. No.	Tender Clause no		Query	Reply
1	ITB Clause 13.2 in BDS, Vol-I of Bidding Documents	Bid Security shall not be applicable in this Package. All the Bidders shall submit as part of their bid, a Bid Securing Declaration in Attachment-26 of the Bid Forms.	<p><b>Query-1:</b> It is observed that no Bid Security / EMD / Bid Bond provision has been stipulated in the tender. Since BESS is an emerging sector, the tender may attract participation from non-serious bidders who may participate without firm execution intent, thereby affecting the efficiency and timelines of the bidding process. Accordingly, Employer is requested to consider introducing a suitable Bid Security / EMD / Bid Bond requirement (for example, 1% of bid value or as per prevailing industry practice). This will help discourage non-serious participation, ensure involvement of committed bidders only, and save valuable time and effort of the Employer during bid evaluation and award process.</p> <p><b>Query-2:</b> we request PGCIL to kindly consider introduction of Bid Security/EMD equivalent to approximately 1% of the contract value. This would help ensure participation from serious, technically capable, and financially committed bidders, thereby safeguarding the procurement process and timely execution of the project</p>	Provision of Bidding Documents shall remain unchanged.
2	Annexure-B (BDS), Purchase Preference	Class-I Local Supplier requires a minimum of 50% local content.	Considering the nascent stage of domestic advanced-chemistry cell manufacturing in India, request the Employer to relax the Minimum Local Content (MLC) requirement for 'Class-I Local Supplier' from 50% to 30% for this specific BESS package, aligning with the current market reality.	Provision of Bidding Documents shall prevail.
3	ITB 24.1 (c) in SCC	The completion period for the subject Package shall be 15 (Fifteen) Months	Kindly amend the completion period from 15 months to 18 months	Provision of Bidding Documents shall prevail.
4	ITB 5.4 in BDS	The nonrefundable fee towards the cost of Bidding Documents shall be INR 25,000/-	Kindly clarify cost of bidding document is incl. GST or excl. GST	The cost of Bidding Documents is inclusive of GST
5	ITB 31.4.1 in BDS	The Comprehensive Maintenance Charges (including taxes & duties) (i.e. total of Schedule-4b + corresponding taxes & duties) shall be minimum 10% of the Total Bid Price (including taxes & duties) (i.e. total of Schedule-1 + Schedule-2 + Schedule-3 + Schedule-4a + Schedule-4b + Schedule-5) quoted by the bidder.	<p><b>Query-1:</b> O&amp;M charges 10% please reduce to 6%</p> <p><b>Query-2:</b> we request PGCIL to kindly consider limiting the Comprehensive Maintenance cost/requirement to a maximum of 5% of the Contract Price, which will help achieve more competitive pricing, reduce unnecessary financial loading, and encourage participation from serious and technically capable bidders while ensuring sustainable long-term project execution.</p>	Provision of Bidding Documents shall prevail.

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6	GCC 31	<p>31.1 If, after the date seven (07) days prior to the date of Bid Opening, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. These adjustments shall be applicable for all transactions between the Employer and the Contractor for supply of goods and services under the Contract but shall not be applicable on procurement of raw materials, intermediary components etc. by the Contractor for which the Employer shall be the sole judge. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with the Appendix-2 to the Contract Agreement.</p>	<p>BESS technology is at nascent stage in India and heavily dependent on the imported goods/technologies. In addition to this the prices are directly proportionate to the lithium/any other metals. Hence, we request to please cover the raw material under the change in law clause.</p>	<p>Provision of Bidding Documents shall remain unchanged.</p>

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7	GCC 32	<p>32. Force Majeure</p> <p>32.1 "Force Majeure" shall mean any event beyond the reasonable control of the Employer or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:</p> <p>(a) war, hostilities or warlike operations (whether war be declared or not), invasion, act of foreign enemy and civil war,</p> <p>(b) rebellion, revolution, insurrection, mutiny, usurpation of government, conspiracy, riot and civil commotion,</p> <p>(c) earthquake, landslide, volcanic activity, flood or cyclone, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster,</p> <p>32.2 Neither party shall be considered to be in default or in breach of his obligations under the Contract to the extent that performance of such obligation is prevented by any circumstances of Force majeure, which arises after date of Notification of Award.</p> <p>32.3 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.</p> <p>32.4 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with GCC Clause 34.</p>	<ol style="list-style-type: none"> <li>1. The contractor should be entitled for cost compensation in the event of the occurrence of the Political FM events.</li> <li>2. FM exclusions should be defined.</li> <li>3. FM impacting SCM provides relief under the Contract</li> <li>4. Reinstatement cost (irrespective of the insurability of either of the parties) shall be covered by the Owner</li> </ol>	<p>Provision of Bidding Documents shall remain unchanged.</p>

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8	GCC 35	35 Suspension .....the Contractor's performance of any of its obligations is suspended for an aggregate period of more than ninety (90) days, then at any time thereafter and provided that at that time such performance is still suspended, the Contractor may give a notice to the Project Manager requiring that the Employer shall, within twenty-eight (28) days of receipt of the notice, order the resumption of such performance or request and subsequently order a change in accordance with GCC Clause 33, excluding the performance of the suspended obligations from the Contract.	Please clarify as to whether the Contractor shall be paid for entire period of the Suspension ?	Kindly refer provisions at GCC clause 35.3 of Bidding Document, which are amply clear.
9	GCC 23 in SCC	23. Functional Guarantees	There is no capping on Liquidated damages during the O&M period. Request to kindly limit it to 15% of the O&M Contract price.	Provision of Bidding Documents shall remain unchanged.
10	Appendix – 2 to CA, Section-VI, Vol-I of Bidding document	The prices shall remain firm and fixed during the currency of the Contract.	we request PGCIL to kindly include a suitable Price Adjustment / Price Variation clause in the tender to address extraordinary fluctuations in battery raw material prices.	Provision of Bidding Documents shall remain unchanged.
11	ITB 29 in BDS	"For the purpose of the aforesaid, the 'Indicative Estimated Cost for e-RA' is Rs. 272.08 Crore".	"Bidder's understanding is that the defined value of Rs. 272.08 Crores is only indicative in nature and no other relevant criteria are linked to this value. Kindly clarify.	The 'Indicative Estimated Cost' is for the purpose of shortlisting of Bidders for e-Reverse Auction (e-RA). Kindly refer Annexure-B1(BDS) issued with Amendment-II of the Bidding Documents.
12	ITB 29 in BDS	29.1 The Employer reserves the right to conduct e-Reverse Auction (e-RA) for further reduction in the price. In case e-RA is conducted, same shall be done in the manner as indicated at Annexure-B1(BDS).	Annexure-B (BDS) refers to Purchase Preference	Kindly refer Amendment-II of the Bidding Documents.
13	ITB 29 in BDS	29.1 The Employer reserves the right to conduct e-Reverse Auction (e-RA) for further reduction in the price. In case e-RA is conducted, same shall be done in the manner as indicated at Annexure-B1(BDS).	Please clarify the bidder shortlisting phenomenon based on the 'Indicative Estimated Cost for e-RA' of Rs. 272.08 Crore	Kindly refer Annexure-B1(BDS) issued with Amendment-II of the Bidding Documents.

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14	GCC 9.3	<p>9.3.1.2 If the Contractor delays submission of the performance security(ies) vis-à-vis the period specified in Clause GCC 9.3.1, then without prejudice to any other rights or remedies available with the Employer, following shall also be applicable:</p> <p>a) The Defect Liability Period pursuant to Clause GCC 22 for the Facilities or any relevant part thereof covered under the said performance security shall stand extended and the Contractor shall accordingly extend the validity of the Contract Performance Security to be furnished as per Clause GCC 9.3.1 by the period of delay as per Clause GCC 9.3.1.2 (c), over and above the period required as per the Contract.</p> <p>b) Alternatively, if the Contractor fails to extend the validity of the performance security pursuant to Clause GCC 9.3.1.1 (b), an amount @preailing SBI Card Rate applicable for Inland Bank Guarantee +2% per annum on the performance security amount corresponding to the Facilities or any relevant part thereof covered under the said performance security, for the period of delay as per Clause GCC 9.3.1.2 (c) shall be paid by the Contractor to the Employer. The Employer may, without prejudice to any other method of recovery, deduct the amount worked out as above from any monies due or to become due to the Contractor under the Contract.\</p>	<p>Submission of Performance Security is a pre-requisite for signing of contract and release of advance payment.</p> <p>Hence, in the interest of the due performance of the contractor there will not be any delay in the submission of Performance Security. Extending the DLP period and interest for the delayed period in relation to the delay in the Performance Security is not as per industry practice.</p> <p>Hence these clauses to be deleted.</p>	<p>The provisions of the Bidding Document shall remain unchanged.</p>

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15	GCC 10	10.11 For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2(Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies and charges prevailing at the date seven (07) days prior to the last date of bid submission (hereinafter called "Tax" in this GCC Sub-clause 10.7). If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation except for classification related purpose, or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Contractor in connection with performance of the Contract, an equitable adjustment of the Contract price shall be made to fully take into account any such change by addition to the Contract price or deduction therefrom, as the case may be, in accordance with GCC Clause 31 (Changes in Laws and Regulations) hereof. These adjustments shall be applicable for all transactions between the Employer and the Contractor for supply of goods and services under the Contract but shall not be applicable on procurement of raw materials, intermediary components etc. by the Contractor and on account of variation in taxes, duties & levies applicable locally.	Kindly consider 30 days prior to Bid submission date instead of 7 days	The existing provision adequately addresses adjustment in the Contract Price arising from changes in taxes, duties, levies and charges in accordance with the relevant contractual provisions. Hence, the provisions of the Bidding Document shall remain unchanged.
16	GCC 18.4	18.4 Opportunities for Other Contractors 18.4.1 The Contractor shall, upon written request from the Employer or the Project Manager, give all reasonable opportunities for carrying out the work to any other contractors employed by the Employer on or near the Site.	Bidder understands that the scope of work issued for the contractor / bidder will not be descoped or reduced from the existing contract and the "Other contractors" means other contractors who will be working in the same premises for some other scope of work issued by PGCIL. The contractor shall reasonably and practically provide access to the other contractors provided the works and plan of the contractor is not withheld or hindered. Please clarify and confirm bidder understanding	Bidders understanding is correct.
17	GCC 19 (Test and Insp)	19.3 Whenever the Contractor is ready to carry out any such test and/or inspection, the Contractor shall give four weeks advance notice of such test and/or inspection and of the place and time thereof to the Project Manager. The Contractor shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Employer and the Project Manager (or their designated representatives) to attend the test and/or inspection.	Kindly consider advance notice shall be provided 2 weeks for inspection.	Provision of Bidding Documents shall remain unchanged.

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18	GCC 20.1.2.7.1 in SCC	20.1.2.7.1 The Contractor is under obligation to complete all pending items, howsoever minor it may be, before proceeding for Commissioning so that the Facilities are fully in accordance with the requirements of the Contract. However, in case the Contractor fails to complete the outstanding minor items as per GCC Clause 20.1.2.7 above, a list of such pending minor items shall be tied up with the Contractor prior to Commissioning and the same shall be considered as Balance Works as defined at GCC 1.1(ff). For completion of such Balance Works, an additional period of 90 days beyond successful trial-operation as per GCC Clause 20.1.4 of the Facilities or Time for Completion (extended period thereof as per GCC Clause 34, if any), whichever is later, shall be provided to the Contractor, failing which, Employer shall levy liquidated damages (LD) as per GCC Clause 21.2. For the purpose of levying LD, Balance Works shall be treated as Part Facilities with a separate time for Completion.	<p>Query-1 The contractor shall rectify and complete all outstanding minor items after commissioning. Kindly consider the clearance of punch points after commissioning.</p> <p>Query-2 We request the Employer to consider the duration for completing the balance works primarily as 90 days and other extended duration upon the request of the contractor which is practically reasonable will be determined during execution and submitted for approval by the Employer. Also we request the Employer not to levy LD as the balance works does not impact the functionality of the project.</p>	Please refer provisions of GCC 20.1.2.7 in SCC, which adequately addresses the concern raised by prospective bidder. Hence, the provisions of the Bidding Document shall remain unchanged.
19	GCC 20.1.2.6	20.1.2.6 If the Project Manager fails to inform the Contractor of any defects and/or deficiencies within fourteen (14) days after receipt of the Contractor's notice under GCC Sub-Clause 20.1.2.4 or within seven (7) days after receipt of the Contractor's notice on completion of repeat procedure under GCC Sub-Clause 20.1.2.5, then the Precommissioning of the Facilities or that part thereof shall be considered to have been successfully completed as of the date of the Contractor's notice.	Kindly include the term " commissioned" along with "successfully completed"	The specified provisions relates to successful completion of Precommissioning, which is a distinct contractual stage from Commissioning. Hence, the provisions of the Bidding Document shall remain unchanged.
20	GCC 20.2.1.2	20.2.1.2 If for reasons not attributable to the Contractor, the Guarantee Test of the Facilities or the relevant part thereof cannot be successfully completed within the time stipulated in the Technical Specifications the period for completing the same shall be as agreed upon by the Employer and the Contractor.	We request the Employer, as the Guarantee test is delayed for reasons not attributable to the contractor, the provisions against delay in commissioning as per clause 20.2.1.8 shall also be applicable here also.	The provisions of Bidding Documents adequately addresses the concern raised by prospective bidder. Hence, the provisions of the Bidding Document shall remain unchanged.
21	GCC 22.8	22.8 Upon correction of the defects in the Facilities or any part thereof by repair/replacement, such repair/replacement shall have the Defect Liability Period extended by a period mentioned in GCC Sub-Clause 22.2 from the time of such replacement/repair of the facilities or any part thereof.	We request the Employer, to include sunset clause for such replacements. Because few components may be rectified within the equipment amd so for such small component's replacement the entire equipment DLP/ warranty period may not be extened by OEM.	The provisions of Bidding Documents adequately addresses the concern raised by prospective bidder. Hence, the provisions of the Bidding Document shall remain unchanged.

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22	GCC 22.8.1	22.8.1 At the end of the Defect Liability Period, the Contractor's Liability ceases except for latent defects. The Contractor's liability for latent defects warranty shall be limited to period of ten (10) years from the end of Defect Liability Period. For the purpose of this clause, the latent defects shall be the defects inherently lying within the material or arising out of design deficiency, which do not manifest themselves during the Defect Liability Period defined in this GCC Clause 22, but later.	We request the employer to accept Latent Defect Period of 2 years as per general industrial practice	The provisions of the Bidding Document shall remain unchanged.
23	GCC 31.1	31.1 If, after the date seven (07) days prior to the date of Bid Opening, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. These adjustments shall be applicable for all transactions between the Employer and the Contractor for supply of goods and services under the Contract but shall not be applicable on procurement of raw materials, intermediary components etc. by the Contractor for which the Employer shall be the sole judge. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with the Appendix-2 to the Contract Agreement.	We request Employer to consider 30 days prior date of Bid Opening	The provisions of the Bidding Document shall remain unchanged.
24	GCC 32	32.1 "Force Majeure" shall mean any event beyond the reasonable control of the Employer or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:	We request the Employer to consider any "d. outbreak of any Epidemic or any disease ", "e any lockdown or civil law implemented in the existing country or dependent country" and "f. any event beyond the control of the contractor and / or Employer impacting the project" in addition to the listed events	The provisions of the Bidding Document shall remain unchanged.
25	GCC 34	34.1 The Time(s) for Completion specified in the SCC shall be extended if the Contractor is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:	We request the Employer to consider inclusion of : "f) any default or breach in the obligations of the Employer" "g) any delay in works of other contractors impacting the project commissioning and completion" "h) any delay in readiness of interconnectivity of the plant to the Substation (not in the scope of contractor)"	The provisions of the Bidding Document shall remain unchanged.

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26	SCC 20.2.7.1	20.2.7.1 Further, granting additional time for completion of Balance Works to the Contractor shall in no way dilute the Employer’s right to levy LD on the portion constituting Balance Works for delays incurred till Completion of the commissioned Facilities.	To be removed in reference to the above explanation	The provisions of the Bidding Document shall remain unchanged.
27	SCC 21.2	21.2 If the Contractor fails to comply with the Time for Completion in accordance with Clause GCC 21 for the whole of the facilities, (or a part for which a separate time for completion is agreed) then the Contractor shall pay to the Employer a sum equivalent to 0.05% (zero point zero five percent) of the Contract Price for the whole of the facilities, (or a part for which a separate time for completion is agreed) as liquidated damages for such default and not as a penalty, without prejudice to the Employer’s other remedies under the Contract, for each day which shall elapse between the relevant Time for Completion and the date stated in Taking Over Certificate of the whole of the Works (or a part for which a separate time for completion is agreed) subject to the limit of five percent (5%) of Contract Price for the whole of the facilities, (or a part for which a separate time for completion is agreed).	As per standard industry practice we request Employer to consider 0.05% for the uncommissioned portion of the contract per week of delay	The provisions of the Bidding Document shall remain unchanged.
28	ITB 28.1	Purchase Preference as admissible under the policies of Government of India in vogue shall be as per Annexure-B (BDS).	As per the “Format for Affidavit of Self-Certification regarding Local Content” in line with PPP-MII Order, MoP Order, and MNRE Order, kindly clarify whether a Local Supplier Class-II is eligible for award in case of being declared L1.  Considering the current international market conditions, particularly the prevailing USD exchange rates and Battery Cell prices, the ceiling for achieving higher local content is becoming restrictive.	Class-I local supplier shall be given Purchase Preference as admissible under the policies of Government of India in vogue. Kindly refer Annexure-B (BDS) for further clarity.
29	ITB 29	Reverse Auction	Please confirm whether price impact arising due to deviations accepted by Employer shall be normalized before reverse auction.	Bidders understanding is correct.
30	GCC 10	GST/Taxation	Kindly clarify whether any reimbursement mechanism exists for change in tax structure/statutory duties after bid submission date.	Kindly refer GCC Clause 10.11 read with GCC Clause 31, as applicable. The provisions of Bidding Documents are amply clear.

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31	ITB 24.1 (c) in SCC	Completion Schedule	Please clarify whether milestone-wise completion schedule and corresponding payment breakup shall be finalized post-award.	Provision of Bidding Documents shall prevail.
32	GCC 30	Insurance Scope	Kindly clarify whether marine insurance and storage insurance till commissioning are under bidder scope.	Kindly refer provision at clause 30 of GCC, Vol-I of Bidding document, which are amply clear.
33	GCC 32	Force Majeure	Kindly clarify treatment of global battery supply-chain disruptions and shipping delays under force majeure provisions.	Provision of Bidding Documents shall prevail.
34	Appendix – 2 to CA, Section-VI, Vol-I of Bidding document	Price Adjustment	Please confirm whether any price variation/adjustment mechanism is applicable for long lead imported components.	Provision of Bidding Documents shall prevail.

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