DELHI ELECTRICITY REGULATORY COMMISSION

Viniyamak Bhawan, 'C' Block, Shivalik, Malviya Nagar, New Delhi- 110017.

F.11(2443)/DERC/2025-26/8741

Petition No. 13/2026

In the matter of: **Petition u/S 86(1)(b) read with Section 63 of the Electricity Act, 2003 read with the DERC (Comprehensive Conduct of Business) Regulations, 2001 for adoption of tariff discovered through Competitive Bidding Process and approval of the Battery Energy Storage System Agreement for the 12.5MW/25MWh Battery Energy Storage System Project at 33/11kV Shivalik grid.**

BSES Rajdhani Power Ltd. **…Petitioner**

Coram:

Sh. Surender Babbar, Member and Sh. Ram Naresh Singh, Member

Appearance:

1. Ms. Bhargavi Kannan, Ld. Counsel for the Petitioner
2. Ms. Kavya Sarin, Ld. Counsel for the Petitioner

ORDER

(Date of Order: 09.09.2026)

1. The Instant Petition has been filed by BSES Rajdhani Power Ltd. (BRPL)/Petitioner praying inter-alia the following:

   a) To adopt levelized tariff of Rs. 35,91,000/- (Rupees Thirty-Five Lakhs Ninety One Thousand Only) per MW per year (Excluding Taxes) plus applicable Taxes (GST) and will be billed by BESSD to Buying Utility on monthly basis for the 12.5MW/25MWh Battery Energy Storage System at Shivalik Grid, discovered through the competitive bidding process under Section 63 of Electricity Act, 2003;

   b) To approve the execution of Battery Energy Storage System Agreement (BESSA) between the Petitioner and the Successful Bidder, M/s REConnect Energy Solutions Limited, as per the draft annexed as Annexure-J of the instant Petition; and

   c) Allow the cost incurred towards the said BESSA in Power Purchase cost of the Petitioner.

Petitioner's Submissions

2. The Petitioner has made the following submissions:

i. The Petitioner, BSES Rajdhani Power Limited ("BRPL"), is a Company incorporated under the Companies Act, 1956 and is a Distribution Licensee under Section 2(17) of the Electricity Act, 2003 (hereinafter referred to as the "Act"). The Petitioner is engaged in the business of distribution and retail supply of electricity in the South and West circles of the National Capital Territory of Delhi.

ii. The Petitioner is committed to ensuring reliable and quality power supply to its consumers while optimizing power purchase costs. In line with the national objectives of energy transition and the integration of Renewable Energy, the Petitioner has been proactive in adopting advanced technologies, including Battery Energy Storage Systems ("BESS").

iii. Through a transparent, fair, and competitive bidding process conducted by The Energy and Resources Institute ("TERI") as the Bid Manager, a highly competitive tariff of Rs. 35,91,000/- (Rupees Thirty-Five Lakhs Ninety-One Thousand Only) per MW per year (Excluding Taxes) plus applicable Taxes (GST) and will be billed by BESSD to Buying Utility on monthly basis has been discovered. This tariff is significantly lower than previous benchmarks, reflecting the success of the competitive mechanism and the prudence of the Petitioner's approach.

iv. The present Petition arises from the need to enhance flexibility within the Delhi distribution network. With the growing share of renewable energy and the associated requirements of maintaining grid reliability and stability, the Petitioner identified the 33/11 kV Shivalik Grid as a suitable and critical location for deployment of a Battery Energy Storage System (BESS). The Shivalik Grid area has experienced sustained load growth, with the annual peak demand recording a compound annual growth rate (CAGR) of 5.42% over the last six years. In this context, the Petitioner conceptualized a BESS project aimed at delivering multiple system benefits, including deferral of capacity augmentation, reduction of peak demand, energy arbitrage, ramping support, resource adequacy and grid support, provision of backup supply to critical loads through islanding operation, and generation of carbon credits.

v. The Petitioner approached this Commission via Petition No. 44/2025, sought 'in-principle' approval for the project and permission to conduct a competitive bidding process. The Commission, after a thorough prudence check and analysis of the techno-economic benefits, was pleased to grant its approval vide Order dated 04.11.2025. The Commission observed that unlike passive grid assets, BESS is an "active and smart resource" capable of enhancing grid reliability and quality of supply. The Commission accorded approval to the Petitioner to initiate the competitive bidding process in accordance with the "Guidelines for Procurement and Utilization of Battery Energy Storage System" issued by the Ministry of Power (MoP) on 10.03.2022.

vi. Crucially, in Para 9 of the Order dated 04.11.2025, the Commission directed the Petitioner to "submit the finalized BESS Agreement and discovered tariff for approval and adoption" post the conclusion of the bidding process.

vii. Further, to ensure the utmost transparency and professional management of the tender, the Petitioner engaged The Energy and Resources Institute ("TERI") as the Bid Manager. This arrangement was formalized and approved by Commission in Review Petition No. 64/2025, vide Order dated 03.12.2025. In the said Review Order, the Commission conveyed its "no objection" to the Petitioner processing and finalizing the tenders through TERI, while reiterating that the funding and financial structuring should adhere to prudent financial principles.

viii. Pursuant to the aforesaid regulatory approvals, the Petitioner, through TERI, initiated the Competitive Bidding Process. The Request for Proposal (RfP) was drafted in strict adherence to the Standard Bidding Guidelines notified by the Ministry of Power. To ensure wide publicity and competitive participation, the Notice Inviting Tender (NIT) for Tender No. TERI/MAT/2025-26/031 was published in two leading national newspapers, namely Dainik Jagran and Times of India, on 10.12.2025. The tender invited proposals for the setting up of the 12.5 MW/25 MWh BESS at the Shivalik Grid site on a Build, Own, Operate, and Transfer (BOOT) basis.

ix. A Pre-Bid Meeting was convened on 12.12.2025 to address queries and clarify the technical and commercial parameters of the project. The meeting witnessed participation from over 30 prospective bidders, indicating strong market interest. TERI and the Petitioner addressed the queries raised by the bidders through formal corrigenda, ensuring a level playing field and removing any ambiguities in the bid documents. The transparency of this pre-bid engagement was instrumental in securing high-quality bids.

x. By the bid submission deadline of 09.01.2026, a total of five (5) bids were received. The bidders included M/s Oriana Power Limited, M/s REConnect Energy Solutions Limited, M/s Enerzolve Smart Technologies Private Limited, M/s Loom Solar Pvt. Ltd., and M/s Ampere Hour Solar Technology Pvt. Ltd. The Technical Bids were opened on 12.01.2026 by a Technical Evaluation Committee comprising representatives from both BRPL and TERI.

xi. The Technical Evaluation objectively and carefully conducted by the Committee, who examined the bids against the qualifying requirements stipulated in the RfP, including technical experience, financial net worth, and statutory compliances. During this scrutiny, the bid submitted by M/s Loom Solar Pvt. Ltd. was rejected as the bidder failed to submit the mandatory Earnest Money Deposit (EMD). Similarly, the bid from M/s Enerzolve Smart Technologies Private Limited was disqualified due to significant non-compliances, including the failure to submit ISO certifications, technical presentations, and signed RfP documents. Consequently, three bidders, namely M/s Oriana Power Limited, M/s REConnect Energy Solutions Limited, and M/s Ampere Hour Solar Technology Pvt. Ltd. were declared technically qualified to proceed to the next stage.

xii. The Financial Bids of the three qualified bidders were opened on 19.01.2026. At this stage, M/s Oriana Power Limited emerged as the L1 bidder with a quoted tariff of Rs. 36,00,000/- per MW per year. However, consistent with the bidding guidelines to discover the most competitive price, an e-Reverse Auction (e-RA) was conducted on 21.01.2026. The auction commenced with the L1 price as the ceiling. The process was highly competitive, and upon its conclusion, M/s REConnect Energy Solutions Limited emerged as the Successful Bidder by offering the lowest tariff.

xiii. The final tariff discovered through this exhaustive competitive process is Rs. 35,91,000/- (Rupees Thirty-Five Lakhs Ninety-One Thousand Only) per MW per year (Excluding Taxes) plus applicable Taxes (GST) and will be billed by BESSD to Buying Utility on monthly basis. This discovered tariff is a "Capacity Charge" payable for the availability of the BESS facility, while the energy for charging will be supplied by the Petitioner.

xiv. The Petitioner submits that this discovered tariff is exceptionally competitive and demonstrates the prudence of the Petitioner's procurement strategy. To contextualize the reasonableness of this price, the Petitioner compared it with the tariff discovered in the Petitioner's previous BESS project at the

Kilokari Grid (Petition No. 12/2024). The Kilokari project, which was also approved by this Commission, had a discovered tariff of Rs. 57,59,610/- per MW per year Excluding Taxes.

xv. A comparison of the two figures shows that the discovered tariff of Rs. 35.91 lakhs is approximately 37.6% lower than the Kilokari benchmark, translating into a reduction of nearly Rs. 21.68 lakhs per MW per year. This reduction reflects the increasing maturity of the battery storage market, the robust design of the tender process by the Petitioner in consultation with TERI, and the competitive pressure achieved through the e-Reverse Auction mechanism. The lower fixed cost of the BESS will directly benefit consumers in Delhi, as the corresponding pass-through in the ARR will be significantly lower than earlier benchmarks.

xvi. Furthermore, the Petitioner has evaluated the bid in light of the prevalent market conditions and national tenders. The discovered rate is competitive even when compared to large-scale tenders issued by central agencies, especially considering the specific site constraints and execution challenges. Therefore, the Petitioner submits that the discovered tariff is aligned with the market and is the best possible price achievable at this juncture. The details are more fully captured in the table set out below:

Sr. No.	Tender/Project	Year	BESS Duration	Capacity in MW	Discovered Tariff* (₹/MW/month)	Annual Tariff* (₹ lakh/MW/year)	VGF	Remarks
1.	BRPL-Shivalik Grid	2026	2-hour	12.5	2.99	35.91	No	Urban site, small capacity with Grid forming Inverters
2.	RVUNL (Rajasthan)	2025	2-hour	1000	1.77	21.24	Yes	Large scale + VGF
3.	NTPC / NVVN Standalone BESS Rajasthan	2025	2-hour	500	2.16–2.19	25.91-26.28	Yes	Large scale + VGF
4.	BRPL-Kilokari	2024	2-hour	20	4.80	57.59	No	Small capacity & First pilot at distribution network level

*Excluding Taxes

xvii. The Shivalik BESS project is a small capacity, urban, distribution level installation without Viability Gap Funding (VGF) and is not directly comparable to large-scale national tenders. The project involves a unique scope of work, including provision of grid forming inverters, integration with NRDLC for ancillary services, and shifting and restoration of an existing 100kWp solar PV system along with a 466 kWh BESS.

xviii. The grid forming inverters are significantly more expensive than the conventional grid following inverters, as they enable grid creation through advanced control functionalities such as Virtual Synchronous Machine (VSM), droop control, and inertia. The Shivalik project is also envisaged as a pilot for grid-forming operations at the distribution level. Thus, the discovered tariff is reasonable, positively aligned with the market benchmarks, and represents the best possible price achievable at this stage considering the scope of work. Following the selection of the Successful Bidder, the Petitioner issued the Letter of Intent (LoI) and proceeded to finalize the Battery Energy Storage System Agreement (BESSA).

xix. The BESS project is an integral part of the Petitioner's power procurement planning. As observed by this Commission in its Order dated 04.11.2025, the project is structured such that the Petitioner does not incur any upfront Capital Expenditure. Instead, the service is procured on a service-fee basis (Capacity Charges). The Commission further noted that "any financial benefits from this project will be transferred to the consumers of the Petitioner as a net offset in the power purchase cost." Consistent with this principle, the cost incurred by the Petitioner towards the payment of Capacity Charges under the BESSA must legitimately be allowed as a pass-through in the Power Purchase Cost (PPC) of the Petitioner.

Commission's Analysis

3. The Petitioner has filed the instant Petition for adoption of levelised tariff for the 12.5 MWW/25 MWh BESS project to be installed at the 33/11kV Shivalik Grid Sub Station, discovered through Competitive Bidding process and approve the execution of the Battery Energy Storage System Agreement.

4. Earlier, through Petition No. 44/2025 had sought in-principal approval for the above said project and permission to conduct a competitive bidding process. The Commission vide its order dated 04.11.2025 accorded approval to the Petitioner to initiate the competitive bidding process in accordance with the "Guidelines for Procurement and Utilization of Battery Energy Storage System" issued by Ministry of Power (MoP) on 10.03.2022. Further the Commission vide its order dated-03.12.2025 in the Review Petition No.-64/2025 also conveyed No-Objection to the Petitioner for processing and finalizing the tender through The Energy and Resource institute (TERI).

5. In pursuance to this, the Petitioner has floated a tender for setting up of 12.5 MW/25MWh BESS at the Shivalik Grid site on a Build, Own, Operate and Transfer (BOOT) basis. Total of five bids received- M/s Oriana Power Limited, M/s REConnect Energy Solutions Limited, M/s Enerzolve Smart Technologies Private Limited, M/s Loom Solar Pvt. Ltd. and M/s Ampere Hour Solar Technology Pvt. Ltd. After Technical Evaluation, three bidders namely M/s Oriana Power Limited, M/s REConnect Energy Solutions Limited and M/s Ampere Hour Solar Technology Pvt. Ltd were declared technically qualified. Financial bid opened of all three technically qualified bidders and result is given below: -

S.No.	**Criteria**	**Oriana Power Ltd.**	**REConnect Energy Solutions Limited**	**Ampere Hour Solar Technology Pvt. Ltd.**
1.	Financial bid in Rs. Per MW per ear	36,00,000	66,55,200	5,23,50,000*
2.	Ranking	L1	L2	L3
3.	Percentage difference from L1	0%	84.87%	1354.17%

*M/s Ampere Hour Solar Technology Pvt. Ltd. Clarified vide email dated 21.01.2026, that the quoted tariff was an inadvertent typographical error instead of 41,88,000 (Rupees Forty One Lac Eighty Thousand Only) Rs. 5,23,00,000 (Rupees Five crores and Twenty Three Lakhs) was mentioned in the financial bid

6. In pursuance to this, e-Reverse auction also conducted and result is given below: -

S.No.	**Criteria**	**Oriana Power Ltd.**	**REConnect Energy Solutions Limited**	**Ampere Hour Solar Technology Pvt. Ltd.**
1.	Final e-RA quote	36,00,000	35,91,000	5,23,50,000
2.	Ranking	L2	L1	L3
3.	Percentage difference from L1	0.25%	0%	1357.81%

From the above, M/s REConnect Energy Solutions Limited emerged successful offering tariff of Rs 35,91,000 per MW per year (Excluding Taxes).

7. The Petitioner has claimed the discovered tariff of Rs 35.91 lakhs is competitive and submits the comparison table with other BESS projects as given below: -

Sr. No.	Tender/Project	Year	BESS Duration	Capacity in MW	Discovered Tariff* (₹/MW/month)	Annual Tariff* (₹ lakh/MW/year)	VGF	Remarks
1.	BRPL-Shivalik Grid	2026	2-hour	12.5	2.99	35.91	No	Urban site, small capacity with Grid forming Inverters
2.	RVUNL (Rajasthan)	2025	2-hour	1000	1.77	21.24	Yes	Large scale + VGF

3.	NTPC / NVVN Standalone BESS Rajasthan	2025	2-hour	500	2.16–2.19	25.91-26.28	Yes	Large scale + VGF
4.	BRPL-Kilokari	2024	2-hour	20	4.80	57.59	No	Small capacity & First pilot at distribution network level

*Excluding Taxes

From the above table the Commission has observed that the Petitioner has established a similar scale project at Kilokari in the year 2024 and discovered the Tariff @Rs 57.29 Lakh/MW/Year. Hence, tariff discovered in the current project is appreciably lower than the tariff discovered in the earlier project of the petitioner.

8. The Commission has also sought the benefits accrued to the Petitioner because of installation of similar type of BESS Project at Kilokari (20MW/40MWh). The tariff for the same approved by the Commission vide Order dated 01.05.2024 in Petition No. 02/2024. The Petitioner has submitted that saving in net tariff in FY 2025-26 because of installation of the said project is Rs. 2.21/kWh. The calculation for the same as submitted by the Petitioner is given below:

Cost Benefit Analysis of 20MW/40MWh Battery Energy Storage System at Kilokari Grid				
S.No.	**Particulars**	**Units**	**Value**	**Remarks**
Benefit Calculation				
A1	BESS Capacity	MW	20	
A2	BESS Capacity	MWH	40	
A3	Actual Cycle Operation	Number	573	
A4	Charging Energy for FY 2025-26	MUs	25.64	
A5	Discharging Energy for FY 2025-26	MUs	22.91	
A6	Actual RTE ---A5/A4	%	89.37%	
A7	Weighted Average Power Purchase cost during Charging	Rs/kWh	2.15	
A8	Weighted Average Power Purchase cost during Discharging	Rs/kWh	10.10	
A9	Annual Power Purchase cost for Charging --A4*A7/10	**In Cr**	5.50	
A10	Annual Power Purchase cost saving during Discharging --A5*A8/10	**In Cr**	23.15	
A11	Benefits from Energy Arbitrage ----A10-A9	In Cr	17.65	
A12	Avoidance for Temporary General Network Access (TGNA) Charges	In Cr	0.23	
A13	Avoidance of loss of sale (Power Purchase Cost is higher than the	In Cr	0.89	

	sale cost)			
A14	Capex Deferral per annum for 20 MVA Power Transformer considering from 5th year onwards	In Cr	0.52	
A15	Total Benefits----- A10+A12+A13+A14	In Cr	24.79	
A16	Capacity Charges @57.5961 Lakhs / MW/ Annum (57.5961*20/100)	In Cr	11.52	
A17	Total Cost----- A9+A16	In Cr	17.02	
A18	**Net Annual Benefit -----A15-A17**	**In Cr**	**7.76**	
Net Tariff (INR / Kwh) Determination				
A19	Average TGNA Benefit Per unit ----A12*10/A5	INR/ Unit	0.10	
A20	Avoidance loss of Sale Benefit Per unit ---A13*10/A4	INR/ Unit	0.35	
A21	Total Benefit Per Unit--------- A8+A19+A20	INR/ Unit	10.55	
A22	Capacity Charges Per unit------- A16*10*1.18/A5	INR/ Unit	5.93	18% GST included
A23	Charging Cost Per Unit including Round Trip Efficiency Loss --- A7/A6	INR/ Unit	2.40	
A24	Total Charges Per Unit --- A22+A23	INR/ Unit	8.33	
A25	**Net Tariff Per unit ------A24-A21**	**INR/ Unit**	**-2.21**	Benefit is more than the cost

9. As per the MoP Guidelines for BESS the evaluation committee constituted for evaluation of bids shall certify that the bidding process and the evaluation has been conducted in conformity to the provisions of these guidelines. During the prudence check session the Commission has sought the same. The Petitioner has submitted the conformity certificate and certifies that the bid process has been conducted as per the MoP guidelines.

10. During the scrutiny of the Petition certain deviations in the draft BESSA was observed as compared to the draft BESSA submitted by the Petitioner in petition No.-44/2025. The clarification in this regard was sought from the petitioner. In this regard Petitioner has submitted that The Commission in clause-9 vide its order dated-04.11.2025, while granting approval for initiating the bidding process for the proposed BESS in accordance with Section 63 of the EA, 2003, has directed the Petitioner to comply with all applicable requirements specifically under section-III of the BESS guidelines to formulate and administer the bid process and hence, certain clauses in the BESSA presently submitted have been marginally modified to ensure adherence to the aforesaid directions and to enhance clarity, without altering the underlying intent and essence of the original

provisions. Detailed list of all modified clauses were sought from the Petitioner which are given below:-

Clause No.	Original Clause (Vol-3)	Modified/Added Clause (Shivalik BESSA)	Reasons/ Remarks
Definitions	Not mentioned	Business Day" Shall mean with respect to the BESSD and the Buying Utility,a day other than Sunday or a statutory holiday, on which the banks remain open for business in the states in which the BESSD's or the Buying Utility's registered offices are located	Added for clarity and avoid ambiguity in timelines related to payment obligations, notices, and other contractual actions under the Agreement. **No deviation from MOP Guidelines 2022**
Definitions	Due Date"shall mean the forty-fifth (45th) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in hard copy and duly acknowledged by the [BRPL] 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 buying utility	Due Date"shall mean the forty-fifth (45th) day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill/ **Final Adjustment Monthly** Bills etc is received in hard copy and duly acknowledged by the [BRPL] 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 buying utility.	To ensure uniform applicability of Due Date across all invoice types in line with the billing mechanism. **No deviation from MOP Guidelines 2022**
Definitions	LETTER OF AWARD" or "LoA" shall mean the letter issued by the Buying Utility to the selected Bidder for award of the Project	LETTER OF **INTENT or "LoI"** shall mean the letter issued by the Buying Utility to the selected Bidder for award of the Project.	As tariff adoption is awaited. **No deviation from MOP Guidelines 2022**
Definitions	Part Commissioning" shall mean 50% of Project Capacity or 50 MW, whichever is lower	PartCommissioning shall mean 50% of Project Capacity or 12.5MW, whichever is lower	Completely aligned with MOP Guidelines. **No deviation from MOP Guidelines 2022**
Definitions	PROJECT LOCATION" shall mean the area identified by Buying Utility where the Project is being implemented. This will be the 66/11 kV Grid Substation in Delhi	PROJECT LOCATION" shall mean the area identified by Buying Utility where the Project is being implemented. This will be the **33/11 kV Grid** Substation in Delhi	Typo error, Shiavlik is 33/11 KV **No deviation from MOP Guidelines 2022**
Definitions	"RFP" or "RFP DOCUMENT" or "BIDDING DOCUMENT(S)" or "TENDER DOCUMENTS"shall	"RFP" or "RFP DOCUMENT" or "BIDDING DOCUMENT(S)" or "TENDER DOCUMENTS"shall	Typo error, in RFP no. and publish date. **No deviation from MOP Guidelines 2022**

	mean the "Request for Proposal" document issued by Buying Utility including standard Contracts, along with subsequent clarifications and amendments thereof, vide TERI/MAT/2023-24/014 dated 01.09.2023	mean the "Request for Proposal" document issued by Buying Utility including standard Contracts, along with subsequent clarifications and amendments thereof, vide RFP No. **TERI/MAT/2025-26/031 dated 09.12.2025**	
2.1 Effective Date	2.1.1 Effective Date of the Agreement shall be either (i) the date of signing of this Agreement; or (ii) the date of receipt of approval from Honourable Commission DERC of the Capacity Charges/ Tariff for the Project; or (iii) the date when vacant land is made available to BESSD by Buying Utility at Grid Substation, whichever occurs later.	Effective Date of the Agreement shall be either (i) the date of signing of this Agreement; or (ii) the date of receipt of approval from Honourable Commission DERC of the Capacity Charges/ Tariff for the Project whichever occurs later.	BESSD to dismantle existing Solar PV and BESS and then restore the system therefore vacant land not applicable. **No deviation from MOP Guidelines 2022**
6.1 Invoicing & Settlement	From the commencement of availability of BESS Capacity by the BESSD, Buying Utility shall pay to the BESSD the monthly Tariff Payments, on or before the Due Date i.e45 days from date of submission of invoice, in accordance with Tariff as specified above. All Tariff Payments by Buying Utility shall be in Indian Rupees.	From the commencement of availability of BESS Capacity by Capacity by the BESSD, Buying Utility shall pay to the BESSD the monthly Tariff Payments, on or before the Due Date i.e45 days from date of submission of each invoice eg **Monthly Bills, Final Adjustment Monthly Bills etc**, in accordance with Tariff as specified above. All Tariff Payments by Buying Utility shall be in Indian Rupees.	For clarity, all invoice types under payment obligation included. **No deviation from MOP Guidelines 2022**
6.6.7 Disputed Bill	For the avoidance of doubt, it is clarified that despite a Dispute regarding an Invoice, Buying Utility 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.	For the avoidance of doubt, it is clarified that despite a Dispute regarding an Invoice, Buying Utility shall,without prejudice to its right to Dispute,be under an obligation to make payment of **undisputed invoice amount in the Monthly Bill. Further, post outcome of dispute resolution as per above clauses, date of resolution of dispute will be considered as bill date for disputed**	Post-dispute billing date for payment, LPSC, and rebate is added to Provide more clarity. **No deviation from MOP Guidelines 2022**

		amount for the purpose of payment, LPSC and rebate.	
6.1 Invoicing & Settlements	The BESSD shall issue to Buying Utility a signed Monthly Bill on the first business day of the month prepared based on provisional BESS Capacity based on, system availability formula mentioned below, provided by BESSD / and accepted by representative of Procurer / of the preceding month (except for first month which shall be computed based on Contracted capacity of project as appropriated under this Agreement) and shall also include the following: i. Adjustments bill against the Provisional Bill based on availability of BESS Capacity in the preceding month. For Illustration, if the actual monthly availability of April month of a Contract Year is 90%, then the invoice for April month would be for 100% of applicable tariff assuming provisional availability of 95% for April. However, in the invoice of next month (May) there would be an adjustment bill for April, such that BESSD would be paid tariff on a pro-rata basis of availability below 95% i.e. (Tariff for April = 90% / 95% * Monthly Applicable Tariff). Monthly System Availability = Mean of the System availabilities of all time-blocks during the month in which the Buying Utility has scheduled power for charging/discharging the BESS.	The BESSD shall issue to Buying Utility a signed Monthly Bill on the first business day of the next month and shall also include the following: i. The Monthly Bill shall be raised on the basis of provisional monthly system availability calculated as per the formula stated below in clause 6.1. Final adjustment monthly bill, if any, shall be raised based on the monthly system availability certified by representative of Procurer & BESSD based on the monthly system availability formula stated below in clause 6.1 along with Monthly Bill for next month. For Illustration, BSSED shall raise provisional invoice for June month, on 1st working day of next month i.e. July, based on the Provisional Monthly System Availability calculated i.e. 95% leading to recovery of 100% of applicable tariff for June. However, based on Monthly System Availability certified by representative of Procurer & BESSD the actual availability is 90% for the month of June, in such case the invoice of next month would include a Final adjustment bill for June, such that BESSD would provide credit to the procurer on a pro-rata basis of availability below 95% i.e. (Tariff for June = 90% / 95% * Monthly Applicable Tariff).	Modified to introduce clarity on provisional and final billing mechanism based on system availability, along with certification and adjustment process. **No deviation from MOP Guidelines 2022**

		Monthly System Availability = Mean of the System availabilities of all time-blocks during the month in which the Buying Utility has scheduled power for charging/discharging the BESS.	
6.1 Invoicing & Settlements	Only those slots will be considered for monthly system availability where Buying Utility has requested for charging/discharging of BESS. Illustration of Availability calculation is enclosed as Annexure-2	Note-Only those slots will be considered for monthly system availability where Buying Utility has requested for charging/discharging of BESS. Illustration of Availability calculation as below: Illustration of Daily Availability Calculation for 1MW System	modified to introduce clarity on provisional and final billing mechanism based on system availability, along with certification and adjustment process. **No deviation from MOP Guidelines 2022**
8.3.2(i)Project Performance Parameters	Buying Utility will schedule input energy which will be inclusive of losses of BESS (determined from the guaranteed Round-Trip Efficiency (RtE)of the system as specified below). Illustration: For a Contracted Capacity of 12.5 MW/25 MWh, assuming an RtE of 87%, Buying Utility shall supply charging power to the tune of 34.48 MWh, to expect a discharge of 25 MWh as per the desired schedule.	Buying Utility will schedule input energy which will be inclusive of losses of BESS (determined from the guaranteed Round-Trip Efficiency (RtE)of the system as specified below). Illustration:For a Contracted Capacity of 12.5 MW/25 MWh,assuming an RtE of 87%, Buying Utility shall supply charging power to the **tune of 28.73 MW**h, to expect a discharge of 25 MWh as per the desired schedule.	Typo error **No deviation from MOP Guidelines 2022**
6.4b) Rebate	Any payments made beyond a period of 5 days from the date of presentation of bill through email up to and including 30 days, shall be allowed a rebate of 1%.	Any payments made beyond a period of 5 business days from the date of presentation of bill through email upto and including 30 days,,**if such day is not a Business Day,** the immediately succeeding Business Day, shall be allowed a rebate of 1%.	For better clarity. **No deviation from MOP Guidelines 2022**
6.5.1 Revolving LC	Revolving Letter of Credit (LC) of an amount not less than 1 (one) months'average billing from the Project under consideration. Buying Utility shall provide to the BESSD, in respect of payment of its Monthly Bills, a single,	Revolving Letter of Credit (LC) of an amount not less than 1 (one) months' average billing from the Project under consideration. Buying Utility shall provide to the BESSD, in respect of payment of its Monthly Bills, a single,	As per LPSC Rules to allow advance payment as security and flexibility in security requirements. **No deviation from MOP Guidelines 2022**

	unconditional, revolving, and irrevocable letter of credit ("Letter of Credit"), opened and maintained by Buying Utility, which may be drawn upon by the BESSD in accordance with this Article. Buying Utility shall provide the BESSD draft of the Letter of Credit proposed to be provided to the BESSD two (2) months before the Scheduled Commissioning Date.	unconditional, revolving, and irrevocable letter of credit ("Letter of Credit"), opened and maintained by Buying Utility, which may be drawn upon by the BESSD in accordance with this Article **and CERC Regulations / Electricity (Late Payment Surcharge and related matters) Rules, 2022.** Buying Utility shall provide the BESSD draft of the Letter of Credit proposed to be provided to the BESSD two (2) months before the Scheduled Commissioning Date. **In accordance with LPSC Rules, advance payment made by Buying Utility shall also constitute payment security if there are no outstanding dues. Further, the payment security may be for a shorter duration or lower capacity if there are no outstanding dues.**	
8.2 SLA	The BESSD shall clearly specify the maximum recovery times required to restore the BESS for functional availability between duty cycles. However, in no cases shall this time be more than 1 hour.	Removed	For better participation in Ancillary Services and Peak Load Management
9.1 SLA - Round Trip efficiency	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 = RtEm. Further, tariff payment for the corresponding month shall not be made to the BESSD;	For RtE < 70%, there shall be a liquidated damage @ the Average Power Purchase Cost **as per audited books of accounts** of the Buying Utility for the previous financial year for the excess conversion losses considering system RtE = RtE m. Further, tariff payment for the corresponding month shall not be made to the BESSD;	For transparency and verifiability of cost reference. **No deviation from MOP Guidelines 2022**
8.4)iv)a)	Maximum BESS recovery time as specified in this document	Removed	For better participation in Ancillary Services and Peak Load

			Management - more utilization. Corrigendum Issued after prebid quaries enclosed as Annexure-1. **No deviation from MOP Guidelines 2022**

11. All the modified clauses at para 9 above with respect to draft BESSA submitted in Petition 44/2025, have been examined and it is found there is no deviation taken by the Petitioner from the MoP guidelines.

12. The Commission also observed that the Petitioner has conducted a Pre-bid meeting and based on the response in the Pre bid meeting has modified the RfP through issuance of Corrigendum's. However, the Petitioner has not intimated the Commission before and after issuing the said amendments in the RfP. Hence, the Petitioner is directed that in future if any Amendments are issued during the tendering process of any project that has been approved by the Commission the same should be intimated to the Commission.

13. During the further checking of the draft BESSA still certain anomalies were observed by the Commission, the list of anomalies is given below: -

SN	Clause of the BESSA	Remarks
1.	Page-4 Date of the Agreement as 23rd December 2026	The date should be corrected by the Petitioner
2.	Page-5, Clause: E- Battery Energy Storage System at 33 KV/11KV Grid station..	Name of the Shivalik Grid should be mentioned.
3.	Page-5, Clause: H- This agreement to be signed within 7 (seven) days e-RA results with the winning L1 bidder.	The line should be deleted.
4.	Page-10, "Part Commissioning" shall mean 50% of Project Capacity or 12.5 MW, whichever is lower	12.5 MW should be 12.5 MWh
5.	Page-15, Clause 3.3- Delay in Performance of BESSD, sub-contractor, or their agents	This should not be a separate clause, it should be part of Force Majeure Exclusions Clause No-3.2
6.	Page-36, Clause:2.4.1- Liquidated Damages not amounting to penalty for delay in Commissioning	It should be mentioned in the PPA that Liquidated Damages recovered from BESSD should be adjusted from the ARR.
7.	Page-41 Clause-3: Subject to the terms and	Shivalik Grid Substation should be mentioned here.

	Conditions contained herein, the BESSD hereby agrees to sell and make available the BESS capacity from the 12.5 MW/25MWh Project to be set up by the BESSD at Project Location 33/11 kV Grid substation in New Delhi.	

The Petitioner is directed to incorporate these changes in the BESSA before signing of the same with the developer.

14. The Commission directs the Petitioner to submit the details of the benefits due to arbitrage on 6 monthly basis. Further, such projects shall be taken up by the Petitioner in future after considering the past performance in respect of arbitrage benefits.

15. Based on the above, the Commission accord approval to the following:

a. Adopt levelized tariff of Rs. 35,91,000/- (Rupees Thirty-Five Lakhs Ninety One Thousand Only) per MW per year plus applicable Taxes (GST) and will be billed by BESSD to Buying Utility on monthly basis for the 12.5MW/25MWh Battery Energy Storage System at Shivalik Grid, discovered through the competitive bidding process. Reduction in GST, if any, and its consequential benefit shall be passed on to by the Petitioner to the beneficiaries.

b. Approve the execution of Battery Energy Storage System Agreement (BESSA) between the Petitioner and the Successful Bidder, M/s REConnect Energy Solutions Limited subject to the compliance to the directions given in para 13 above.

16. Petitioner is directed that the Petitioner shall submit net benefits accrued to the Petitioner because of installation of BESS project on annual basis. Further, any monetary benefits to the Petitioner from Operation of this project, in line with benefits mentioned shall be entirely passed on to the consumers in the Petitioner's ARR as a net-off in the power purchase cost.

17. Ordered Accordingly.

Sd/-
(Surender Babbar)
Member

Sd/-
(Ram Naresh Singh)
Member