

SOLAR ENERGY CORPORATION OF INDIA LIMITED
NEW DELHI

Ref No. SECI/C&P/IPP/15/0001/22-23/Amendment-01

Dated 02.06.2022

Amendment-01 to RfS for Setting up of Pilot Projects of 500 MW/1000 MWh Standalone Battery Energy Storage Systems in India under Tariff-Based Competitive Bidding (ESS-I)			
RfS No. SECI/C&P/IPP/15/0001/22-23 dated: 13.04.2022			
Sr. No.	Clause/ Article No.	Existing Clause/Article	Amended Clause/Article
Amendments in the RfS document			
1.	1.7	.....SECI shall be an intermediary nodal agency for using the energy storage facility and charging/discharging the BESS in line with respective agreements with the BESSD and Buying Entities/Discoms, based on due performance by the concerned parties.	.....SECI shall be an intermediary nodal agency for using the energy storage facility and charging/discharging the BESS in line with respective agreements with the BESSD and Buying Entities/Discoms, based on due performance by the concerned parties. In this regard, Ministry of Power vide its OM No. No. 10/1/2014-OM-(Vol-V) dated 22.02.2022 has provided in-principal approval for an annual support upto INR 80 Crore / annum from the Power System Development Fund (PSDF).
2.	5.1	....A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a Contracted Capacity of either one project, (250MW/500 MWh) or 2 projects (2X (250 MW/500 MWh)) , in the prescribed formats.	....A Bidder, including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit a single bid offering a Project Capacity of either one Project, (250MW/500 MWh) or 2 Projects (2X (250 MW/500 MWh)) , in the prescribed formats.
3.	6.1	Addendum to the Clause	Land area admeasuring 13 Acres has been identified for the 2 Projects, to be provided through Sub-Lease/Right-to-Use basis, at an annual lease charge of Re 1 per plot. Each Project will be provided a land area of around 6.5 Acres, as per the layout enclosed. The L1 Bidder as discovered after the e-Reverse Auction, shall have the first right to select a plot for its allocated Project, from the two plots offered in the above area.
4.	6.3	New Clause (a) The available soil test report for the Fatehgarh-III plot identified for the ISTS substation is enclosed as per Annexure-E of the RfS. It may be noted that the above report is not specific to the area identified for the BESS Projects. Thus, the applicability of the available soil investigation report in BESS yard area may not be there due to variation of soil parameters. Further, the layout and single diagram of the Fatehgarh-III sub-station are also enclosed as	

		<p>part of Annexure-E, clearly showing the BESS area. From the layout, it is also evident that the connection from BESS to bay identified is to be done through 220kV class cable only and no overhead connection to bay from BESS is possible.</p> <p>(b) The area identified for BESS is at one end of the yard as per enclosed Fatehgarh-III layout and 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 Fatehgarh-III sub-station.</p> <p>(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.</p> <p>(d) Contact details of concerned officers from POWERGRID for the site visit are as follows: Shri N K Sharma CGM Projects-Fatehgarh Mobile No.: +91 94312 25206 In case of any coordination issues, Sh Kashish Bhambhani, GM (CTU) [M-+91 9971399117] may be contacted for facilitating smooth coordination.</p>	
5.	7.3	... The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the Project up to and including at the Interconnection Point will be borne by the BESSD. ...	... 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 and losses, etc., shall be borne by the BESSD. The SLDC/scheduling charges, SOC, MOC and other charges payable beyond the Interconnection Point shall be borne by the Buying Entity....
6.	7.4	<p>Modified as follows</p> <p>Metering arrangement of each project shall have to be adhered to in line with relevant clause of the BESP. Pooling of Projects will not be allowed under this RfS.</p>	
7.	7.6	Any DSM penalties while scheduling power for charging and offtake of power while discharging at off-taker end will be in the scope of buying entity.	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.
8.	7.7	Reactive power charges shall be on account of the Buying Entity during charging and discharging, as per CERC/SERC regulations.	Reactive power charges shall be on account of the Buying Entity/BESSD as applicable, at their respective ends during charging and discharging, as per CERC/SERC regulations.
9.	8.1.a	The Contracted Capacity of the Project shall be in terms of “MW”. SECI’s obligation shall be for off-take of 60% of the Contracted Capacity and energy and utilization of remaining 40% capacity is to be managed by the Developer. It	The Contracted Capacity of the Project shall be in terms of “MW”. SECI’s obligation shall be for off-take of 60% of the Project Capacity and energy and utilization of remaining 40% Project Capacity is to be

		is however, clarified that the total Project capacity will be different from the Contracted Capacity under this RfS. Contracted Capacity will be equal to 60% of the Project Capacity set up under the BESPAs, which will be off taken by SECI.	managed by the Developer. It is however, clarified that the Project capacity will be different from the Contracted Capacity under this RfS. Contracted Capacity will be equal to 60% of the Project Capacity set up under the BESPAs, which will be off taken by SECI.
10.	8.1.b.ii.	Minimum 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 elsewhere under in this Clause.	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 elsewhere under in this Clause. For example, during the 3 rd Year after COD, the energy scheduled for discharge from 75 MW capacity shall be more than or equal to $75 \times 0.925 \times 2 = 138.75$ MWh.
11.	8.1.c	With respect to the capacity which SECI is obligated to off-take, 30% of the total Project Capacity, i.e. 300 MW/600 MWh out of the cumulative capacity of 500 MW/1000 MWh, or 75 MW/150 MWh out of each Project capacity of 250 MW/500 MWh, shall be utilized for Ancillary Services by NLDC, POSOCO, with SECI being the intermediary. ...	With respect to the capacity which SECI is obligated to off-take, 30% of the total Project Capacity, i.e. 150 MW/300 MWh out of the cumulative capacity of 500 MW/1000 MWh, or 75 MW/150 MWh out of each Project capacity of 250 MW/500 MWh, shall be utilized for Ancillary Services by NLDC, POSOCO, with SECI being the intermediary. ...
12.	8.1.e.	...Following provisions shall be applicable on the Contracted Capacity guaranteed to be off-taken by SECI:...	...Following provisions shall be applicable on the entire Project Capacity:...
13.	8.1.e.ii.	... .. 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...	... .. 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.iv below...
14.	8.1.e.iii .(b)	For $70\% \leq \text{RtE} < 85\%$, there shall be a liquidated damage levied @ Rs. 2 per unit of excess conversion losses considering system $\text{RtE} = 85\%$	For $70\% \leq \text{RtE} < 85\%$, there shall be a liquidated damage levied @ APPC tariff of last year of buying entity/ national APPC in case of POSOCO for excess conversion losses considering system $\text{RtE} = 85\%$
15.	8.1.e.iii .(c)	New Clause	For $\text{RtE} > 85\%$, there shall be incentive @Rs. 0.50 per unit of excess discharge of energy considering system $\text{RtE} = 85\%$
16.	8.1.e.vi i.(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 200 hours in the year.	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.

		For operational purposes, Operational Window may be decided as mutually agreed between the BESSD and the off-taker. It is clarified that discharge of BESS shall take place subject to the transmission constraints at the ISTS substation.	BESSD will have to comply with the Charging and Discharging Schedule as intimated by Buying Entity. It is clarified that discharge of BESS shall take place subject to the transmission constraints at the ISTS 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.
17.	8.1.e. viii	In addition to above, the BESSD shall also submit Available energy Test Report as per IEC 62933-2-1 on Annual basis.	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.
18.	8.2	Liquidated damages on account of shortfall in meeting the performance criteria will be computed as follows:....	Liquidated damages on account of shortfall in meeting the minimum Availability criteria as per Clause 8.1.e.i., will be computed as follows:....
19.	9.2.c	... PBG amount X (100/250) X (18/180). ...	... PBG amount X (100/250) X (18/270). ...
20.	9.2.d.	... The BESSD shall intimate to SECI, its chosen alternative out of the two options, within 3 business days of intimation of the liquidated damages to the Developer, as calculated by SECI.....	... The BESSD shall intimate to SECI, its chosen alternative out of the two options, within 10 business days of intimation of the liquidated damages to the BESSD, as calculated by SECI.....
21.	9.2.e.	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 Capacity commissioned and the BESPA for the balance capacity will stand terminated and shall be reduced from the selected Project Capacity.	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 Capacity commissioned, the entire PBG/POI will be encashed by SECI, and the BESPA for the Project shall stand terminated for the balance un-commissioned capacity.
22.	9.2.f	... Any reduction in the Project Capacity on account of Clause 9.2.d. above, will have no bearing on the obligation of the BESSD to provide the Contracted Capacity as per the BESPA.	... Any reduction in the Project Capacity on account of Clause 9.2.e. above, will have no bearing on the obligation of the BESSD to provide the Contracted Capacity as per the BESPA.
23.	10.	Addendum to the clause	On account of delay in Grid Access operationalization, in case of any extension in SCD beyond 30.06.2025, necessary approval will be granted by MNRE, in line with the OM issued by Ministry of Power vide No. 23/12/2016-R&R dated 30.11.2021, and subsequent amendments/clarifications thereto, read in conjunction with CERC's orders and regulations notified in this regard. The provisions of Article 3.2.1 and 3.3.1 of

			the BESPA in regard to liability of the Buying Entity to pay the ISTS charges and losses shall stand modified by such exemption/waiver provided as per the above Order/Office Memoranda and regulations issued by CERC, as applicable.
24.	16.	..... It shall be the responsibility of the BESSD to remain updated about the applicable charges payable to the SNA under the respective State Solar Policy.....	..... It shall be the responsibility of the BESSD to remain updated about the applicable charges payable to the SNA under the applicable State policies.....
25.	18.1	... validity period upto (& including) the date as on 12 months after the Scheduled Commissioning Date of the Project. ...	... validity period upto (& including) the date as on 21 months after the Scheduled Commissioning Date of the Project. ...
26.	19.2	<u>Payment Security Deposit:</u> Prior to declaration of commissioning of first part capacity of the Project, the BESSD shall furnish a Payment Security Deposit (PSD) @Rs. 5,00,000 / MWh (Rupees Five Lakh / MWh), to SECI through DD/NEFT/RTGS. This fund shall form ...	<u>Payment Security Deposit:</u> Prior to declaration of commissioning of first part capacity of the Project, the BESSD shall furnish a Payment Security Deposit (PSD) @Rs. 5,00,000 / MWh (Rupees Five Lakh / MWh), to SECI through DD/NEFT/RTGS. However, the PSD shall be required to be submitted for the energy storage corresponding to the Contracted Capacity only. Thus, for a 250 MW/500 MWh Project, the payable Payment Security Deposit amount shall be Rs. 5,00,000/MWh x 300 MWh, i.e. Rs. 15,00,00,000/-. This fund shall form.....
27.	21.5	.....Effective Date of the BESPA shall be the date as on 90 days from the date of issue of LoA, irrespective of the date of signing of BESPA (for example, if the date of LoA is 07.03.2022, the Effective Date will be 05.06.2022). In extraordinary cases of unavoidable delay on the part of SECI in signing the BESPA, the effective date of BESPA shall be the date of signing of BESPA.	.....Effective Date of the BESPA shall be the date as on 90 days from the date of issue of LoA, or the date of signing of BESPA, whichever is later (for example, if the date of LoA is 07.08.2022, the Effective Date will be 05.11.2022 or date of signing of BESPA, whichever is later).
28.	23.2	... the lease should allow transfer of land lease rights to the lenders or SECI/Buying Utility...	... the lease should allow transfer of land lease rights to the lenders or SECI/Buying Entity...
29.	25.6	Any change in the shareholding after COD can be undertaken under intimation to SECI. Transfer of controlling shareholding of the company developing the project within the same group of companies will however, be allowed after Project commissioning with the permission of SECI, subject to the condition	Any change in the shareholding after COD can be undertaken under intimation to SECI.

		that, the management control remains within the same group of companies.																																					
30.	29.2.	Addendum to the Clause	(f) 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 Buying Entity.																																				
31.	35Any additional documents required as per the conditions of Guidelines, RfS and BESPA must be timely submitted by the BESSD. Tax implications, if any, on procurement of capacity under this RfS, will be borne by the BESSD.Any additional documents required as per the conditions of Guidelines, RfS and BESPA must be timely submitted by the BESSD.																																				
32.	38.2.a.	... For. eg., for a 500 MWh (250 MW x 2 hrs) project capacity, the minimum annual turnover requirement to be demonstrated shall be Rs. 65 lakh x 250 MW.	... For. eg., for a 500 MWh (250 MW x 2 hrs) project capacity, the minimum annual turnover requirement to be demonstrated shall be Rs. 29 lakh x 250 MW.																																				
33.	42.4.f.i.	<u>Green Zone:</u> This zone consists of the Bidders who may be allocated their full quoted Project capacity if the auction is closed at that instant.	<u>Green Zone:</u> This zone consists of the Bidders who may be allocated their full quoted Project capacity, subject to provisions of Clause 43, if the auction is closed at that instant.																																				
34.	42.4.f.ii	<u>Yellow Zone:</u> This zone consists of the Bidders who may be allocated a part of their full quoted Project capacity if the auction is closed at that instant.	<u>Yellow Zone:</u> This zone consists of the Bidders who may be allocated a part of their full quoted Project capacity, subject to provisions of Clause 43, if the auction is closed at that instant.																																				
35.	43.3	Illustration table modified as follows <table><tr><th>Rank</th><th>Quoted Capacity (MW)</th><th>Cumulative Quoted Capacity (MW)</th><th>Time Stamp</th><th>Tariff (INR/MW)</th><th>Qualified Successful Bidder</th></tr><tr><td>L1</td><td>250</td><td>250</td><td>NA</td><td>250</td><td>L1</td></tr><tr><td>L2</td><td>250</td><td>500</td><td>16:00:01</td><td>255</td><td>L2</td></tr><tr><td>L2</td><td>500</td><td>1000</td><td>16:00:02</td><td>255</td><td>---</td></tr><tr><td>L3</td><td>500</td><td>1500</td><td>NA</td><td>260</td><td>---</td></tr><tr><td>L4</td><td>250</td><td>1750</td><td>NA</td><td>270</td><td>---</td></tr></table>		Rank	Quoted Capacity (MW)	Cumulative Quoted Capacity (MW)	Time Stamp	Tariff (INR/MW)	Qualified Successful Bidder	L1	250	250	NA	250	L1	L2	250	500	16:00:01	255	L2	L2	500	1000	16:00:02	255	---	L3	500	1500	NA	260	---	L4	250	1750	NA	270	---
Rank	Quoted Capacity (MW)	Cumulative Quoted Capacity (MW)	Time Stamp	Tariff (INR/MW)	Qualified Successful Bidder																																		
L1	250	250	NA	250	L1																																		
L2	250	500	16:00:01	255	L2																																		
L2	500	1000	16:00:02	255	---																																		
L3	500	1500	NA	260	---																																		
L4	250	1750	NA	270	---																																		
36.	Format 7.1, Para 2	... The total capacity of the Wind Project offered by us is MW [Insert cumulative capacity proposed]. The total capacity of the BESS Project offered by us is MW/.....MWh. [Insert cumulative capacity proposed]. ...																																				
37.	Format 7.12	<i>Tariff should be in Indian Rupee up to two decimal places only.</i>	<i>Tariff should be in Indian Rupee in whole numbers only (no decimal places allowed).</i>																																				
38.	Annexure-A, Sl. 9.	Modified as follows Other necessary criteria: The capacity reserved for POSOCO i.e. 30% of the Project Capacity shall respond to secondary																																					

		control signals from the Nodal Agency for providing SRAS-UP and SRAS-Down services as defined under the Central Electricity Regulatory Commission (Ancillary Services) Regulations, 2021.	
Amendments in the BESPA document			
1.	General	The term “Developer” used in the BESPA shall mean “BESSD”	
2.	1.1 Definitions: “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 three three 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;...	... 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...
3.	1.1 Definitions: “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 generation facilities and/ or supply of power;	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;
4.	1.1 Definitions: “Expiry Date”	Shall mean the date occurring as on twelve (12) years from the Scheduled Commissioning Date subject to that the supply of power / energy shall be limited for a period of 12 years from the Scheduled Commissioning Date unless extended by the Parties as per this Agreement;	Shall mean the date occurring as on twelve (12) 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 SECI for a period upto 12 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 this Agreement;
5.	1.1 Definitions	New Clause	“Controlling Shareholding” shall mean more than 50% of the voting rights and paid up share capital in the Company/ Consortium.
6.	2.2.2	At the end of the 12th Contract Year the BESSD would be required to demonstrate the operational residue BESS capacity of not less than 70% of the Total project capacity () and duly transfer the entire Project () to SECI at Re 1 and free from any encumbrances or liability.	At the end of the 11 th Contract Year after COD, the BESSD would be required to demonstrate the operational residue BESS capacity of a value not less than 72.5% of the Project Capacity. Such capacity demonstration shall be made by the BESSD

		Such capacity demonstration shall be made by the BESSD in the beginning of the 12th Contract Year as per the procedure for capacity demonstration detailed under Commissioning Procedure and shall be witnessed by a Committee having SECI's representatives.	in the beginning of the 12th Contract Year as per the procedure for capacity demonstration detailed under Commissioning Procedure and shall be witnessed by a Committee having SECI's representatives.
7.	2.2.3	In case BESSD fails to demonstrate operational residue capacity of 70%, BESSD at its own risk and cost shall augment the BESS capacity to not less than 70% of the Project Capacity within 90 days of demonstration made as per Article 2.2.2. above failing which cost estimated by the SECI through a competitive bidding process for such augmentation of BESS shall be recovered from the tariff payable for the balance Term. Moreover ...	In case BESSD fails to demonstrate operational residue capacity of a minimum value as per Article 2.2.2 above, BESSD, at its own risk and cost, shall augment the BESS capacity to meet the minimum criteria as per Article 2.2.2 above, within 180 days of demonstration made as per Article 2.2.2. above, failing which, cost estimated by the SECI through a competitive bidding process for such augmentation of BESS shall be recovered from the tariff payable for the balance Term. Tariff payments as per Article 9 will not be applicable for the above period of rectification. Moreover ...
8.	2.2.4	New Clause	<u>Transfer of the Project to SECI:</u> At the end of the 12 th Contract Year after COD, the BESSD shall transfer the Project to SECI at Re. 1 (Rupee one only), with the Project being free from all encumbrances or liabilities. Any charges, duties, taxes, etc., applicable during the transfer of Project to SECI, shall be payable by the BESSD.
9.	3.1 (i)	BESSD shall sign Right-to-Use/Land Lease/Sub-Lease Agreement with _____ immediately (but not later than 90 days) upon signing of BESP A	BESSD shall sign Right-to-Use/Land Lease/Sub-Lease Agreement with _____ immediately, but not later than 60 days after Effective Date of BESP A.
10.	3.2.1	Addendum to the Clause	In case delay in signing of Right-to-Use/Land Lease/Sub-Lease Agreement is due to reasons not attributable to BESSD, then the deadline to fulfil Conditions Subsequent will be extended commensurate with the delay in signing of Land Use/Right-to-Use/Sub-Lease Agreement beyond the deadline as per Article 3.1(i) above.
11.	4.1.1.i)	maintaining its controlling shareholding BSPA as per provisions of the RfS Document	maintaining its shareholding pattern as per provisions of the RfS Document.
12.	4.2.4	Modified as follows The BESSD shall be responsible for applying for and obtaining the Long-Term Access (LTA) for the Project. However, in case of modification in the applicable regulations and implementation of General Network Access (GNA) Rules subsequently, in case the GNA	

		Rules are applicable on the Projects under this tender, obtaining Grid Access shall be the responsibility of the entity as per the prevalent GNA rules.	
13.	4.2.5	The arrangement of connectivity shall be made by the BESSD through a dedicated transmission line. 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. In case of non-availability of Grid and Transmission System during Term of this Agreement, for reasons not attributable to the BESSD, provisions of Article 4.10 shall be applicable.	The arrangement of connectivity shall be made by the BESSD through a dedicated 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.
14.	4.2.7	<p>New Clause</p> <p>4.2.7.1 BESSD needs to carry out inter-device interaction studies for BESS with RE generation (Wind/Solar) and STATCOMs in nearby substations.</p> <p>4.2.7.2 Following studies may be conducted (not limited to below) by BESS Developer(s) in this regard:</p> <ul style="list-style-type: none"> 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-Synchronous Torsional Interaction studies v. Sub-synchronous control interactions studies between different converter based equipment. <p>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.</p> <p>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 220kV Fatehgarh-3 control room. BESSD will provide FOTE (STM-16) terminal equipment, FODP and PMU at the BESS end.</p> <p>4.2.7.5. Communication Equipment Requirement at ISTS end:</p> <ul style="list-style-type: none"> A. At ISTS station (Option-1: Incase BESSD opts for bay under its scope): BESSD will provide FOTE (STM-16), FODP and approach cable at ISTS station at its bay kiosk and shall also provide suitable optical interface at Fatehgarh-3 Substation FOTE for local patching. B. At ISTS station (Option-2: Incase bays are under ISTS): BESS Developer to provide suitable optical interface at Fatehgarh-3 Substation FOTE for integration. 	

15.	4.3.1	Subject to the terms and conditions of this Agreement, the BESSD undertakes to sell to SECI for onward sale to Buying Entity(ies) under BESSA and SECI undertakes to pay Capacity Charges as received from the Buying Entity under BESSA, as per this Agreement for all the dispatchable Battery Energy Storage Capacity upto the Contracted Capacity at the Delivery Point.	Subject to the terms and conditions of this Agreement, the BESSD undertakes to sell to SECI for onward sale to Buying Entity(ies) under BESSA and SECI undertakes to pay Applicable Tariff as per this Agreement for the Battery Energy Storage Capacity upto the Contracted Capacity at the Delivery Point.
16.	4.4.4	Right to Contracted Capacity	Right to Project Capacity
17.	4.4.1	<p>Addendum to the Clause</p> <p>For example, for a Project Capacity of 250 MW/500 MWh, Contracted Capacity shall be 150 MW/300 MWh under the BESPA. Accordingly, for the Contracted Capacity of 150 MW, the BESPA shall entitle the off-taker to schedule discharge upto 300 MWh of energy from the BESS in each cycle, subject to the following:</p> <ul style="list-style-type: none"> 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/300 MWh, assuming an RtE of 85%, Buying entity shall supply charging power to the tune of 352.94 MWh, to expect a discharge of 300 MWh as per the desired schedule. In this case, the BESSD shall also maintain the BESS capacity to the tune of 352.94 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 elsewhere under Article 4.4.2.(c). For example, during the 3rd Year after COD, the energy scheduled for discharge from 75 MW capacity shall be more than or equal to $75 \times 0.925 \times 2 = 138.75$ MWh. 	
18.	4.4.2.a)	<p>... Amount of such liquidated damages shall be twice the Capacity Charges for the capacity not made available. ...</p> <p>... Force Majeure event(s) has been mutually agreed) and affecting availability and supply of Contracted BESS Capacity.</p>	<p>... 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. ...</p> <p>... Force Majeure event(s) has been mutually agreed) and affecting availability and supply of Contracted Capacity.</p>
19.	4.4.2.b) (iii)	New Clause	For RtE > 85%, there shall be incentive @Rs. 0.50 per unit of excess discharge of energy considering system RtE = 85%
20.	4.4.2. (d)	New Clause	Performance criteria to be demonstrated by the Project have been detailed out in Schedule-B of this Agreement.

21.	4.4.3	<p>Modified as follows</p> <p>Shortfall in meeting Performance Criteria <u>Following provisions shall be applicable on the Contracted Capacity guaranteed to be oftaken by SECI:</u> 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 SECI to Buying Entity(ies) and shall duly pay such damages to SECI to enable SECI to remit the amount to Buying Entity(ies).</p> <p>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 Article 4.4.2 (b), additional Liquidated Damages for the unavailability of the required minimum RtE shall be applicable for the entire month.</p> <p>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.</p>
22.	4.5.6	<p>Modified as follows</p> <p>Subsequent to grant of connectivity, in case there is a delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network until SCD of the Project, or delay in grant/operationalization of Grid Access, and it is established that:</p> <ol style="list-style-type: none"> The BESSD has complied with the complete application formalities as per Article 4.2.4 of this Agreement, The BESSD has adhered to the applicable Regulations/Procedures in this regard as notified by the CERC/CTU, and The delay in grant of connectivity by the CTU and/or delay in readiness of the ISTS substation at the Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network, is a factor attributable to the CTU/transmission licensee and is beyond the control of the BESSD; <p>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 SECI.</p>

		<p>In case of delay in commissioning of Project due to reasons beyond the reasonable control of the BESSD, SECI may extend the SCD after examining the issue on a case-to-case basis.</p> <p>On account of delay in Grid Access operationalization, in case of any extension in SCD beyond 30.06.2025, necessary approval will be granted by MNRE, in line with the OM issued by Ministry of Power vide No. 23/12/2016-R&R dated 30.11.2021, and subsequent amendments/clarifications thereto, read in conjunction with CERC's orders and regulations notified in this regard. The provisions of Article 3.2.1 and 3.3.1 of the BESPAs in regard to liability of the Buying Entity to pay the ISTS charges and losses shall stand modified by such exemption/waiver provided as per the above Order/Office Memoranda and regulations issued by CERC, as applicable.</p>	
23.	4.6.1. (a)	... The BESSD shall intimate to SECI, its chosen alternative out of the two options, within 3 business days of intimation of the liquidated damages to the Developer, as calculated by SECI.....	... The BESSD shall intimate to SECI, its chosen alternative out of the two options, within 10 business days of intimation of the liquidated damages to the BESSD, as calculated by SECI.....
24.	4.6.1.(b)	Delay beyond Nine (9) Months from SCD: The BESPAs capacity shall stand reduced/amended to the Project Capacity commissioned and the BESPAs for the balance capacity will stand terminated and shall be reduced from the selected Project Capacity and accordingly, Contracted Capacity will also stand modified to the 60% of the reduced Project Capacity.	Delay beyond Nine (9) Months from SCD: The BESPAs capacity shall stand reduced/amended to the Project Capacity commissioned, the entire PBG/POI will be encashed by SECI, and the BESPAs for the Project shall stand terminated for the balance un-commissioned capacity. Accordingly, Contracted Capacity will also stand modified to the 60% of the reduced Project Capacity.
25.	5.1.6	There can be part Commissioning of the Project. Part commissioning of the project shall be subject to provisions of this Agreement and RfS Documents.	<p>Part commissioning of the Project, without imposition of any liquidated damages in terms of the BESPAs, shall be accepted by SECI subject to the condition that 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., 1st initial instalment of 50 MW and 2 subsequent instalments.</p> <p>However, the SCD will not get altered due to part commissioning. Irrespective of dates of part commissioning or full commissioning, the BESPAs will remain in force for the Term as defined in this Agreement.</p>
26.	6.1.3	The BESSD shall be responsible for any deviation from scheduling during charging and discharging for reasons not attributable to the Buying Entity(ies) and for any resultant liabilities on account of charges for such deviation as per applicable regulations. UI charges on this account shall be directly paid	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. UI charges on this account shall be directly paid by the BESSD or the Buying Entity as applicable.

		by the BESSD.	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.
27.	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 SECI], 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.	The BESSD shall be entitled to receive the Tariff of INR_____/MW/Month [Insert the Tariff discovered through the bidding process conducted by SECI], 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.
28.	9.2	New Clause	GST levied on the energy storage facility provided by the BESSD, if any, shall be passed through to the Buying Entity.
29.	10.1.1	Pursuant to Article 4.1.1 (o), SECI shall set up a payment security fund in order to ensure timely payment.	Pursuant to Article 4.1.1 (o), SECI shall set up a payment security fund in order to ensure timely payment, which shall be suitable to support payment of at least 3 (three) months' billing.
30.	10.2.1	The BESSD shall issue to SECI hard copy of a signed Monthly Bill/Supplementary Bill for the immediately preceding Month/relevant period based on the capacity made available along with all relevant documents.	The BESSD shall issue to SECI 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.
31.	10.3.3	....The rate of Late Payment Surcharge for the successive months of default shall increase by 0.5 percent for every month of delay provided that the Late Payment Surcharge shall not be more than 3 percent higher than the base rate at any time, and provided further that, the rate at which Late Payment Surcharge shall be payable shall not be higher than 1.25% per month at any time for purchase of power. The above payment will be made by SECI subject to such late payment surcharge being duly received by SECI under the SCPA from the Buying Entity(ies). The Late Payment Surcharge shall be claimed by the WPD through the Supplementary Bill.	....The rate of Late Payment Surcharge for the successive months of default shall increase by 0.5 percent for every month of delay provided that the Late Payment Surcharge shall not be more than 3 percent higher than the base rate at any time. The above payment will be made by SECI subject to such late payment surcharge being duly received by SECI under the BESSA from the Buying Entity(ies). The Late Payment Surcharge shall be claimed by the BESSD through the Supplementary Bill.

32.	10.3.5	For payment of any Bill on or before Due Date, the following Rebate shall be paid by the BESSD to SECI in the following manner:.....	For payment of any Bill on or before the 45 th Day after presentation of Bill to SECI, the following Rebate shall be paid by the BESSD to SECI in the following manner:.....
33.	10.3.5. b	Any payments made after ten (10) days of the date of presentation of Bill through hard copy up to the Due Date shall be allowed a rebate of 1 %.	Any payments made after ten (10) days of the date of presentation of Bill through hard copy up to the date as on 45 th Day after presentation of Bill to SECI, shall be allowed a rebate of 1 %.
34.	10.7.1	i) Change in Law as provided in Article 12, or ii) Payment under Article 4.10,	i) Change in Law as provided in Article 12 or ii) Incentive payment as per Article 4.4.2 (b),
35.	10.7.2	SECI shall remit all amounts due under a Supplementary Bill raised by the BESSD to the BESSD's Designated Account by the Due Date, RLDC or scheduling charges and transmission charges (if applicable). For Supplementary Bill on account of adjustment required by energy account and payments under Article 4.10, Rebate as applicable to Monthly Bills pursuant to Article 10.3.5 shall equally apply. Except for....	SECI shall remit all amounts due under a Supplementary Bill raised by the BESSD to the BESSD's Designated Account by the Due Date, RLDC or scheduling charges and transmission charges (if applicable). Except for....
36.	12.1.1	..... For avoidance of any doubt, in case the Project as well as the End Procurer are located in different States, it is clarified that forbids where the Procurer specifies the location outside the procuring State, Change in Law/Regulations in the host State, i.e. the State where the Project is located, will be compensated by the Procurer as per the provisions of the BESP/BESSA. For other cases, if any aforementioned event is the result of action /inaction/omission/commission by the Government of the host State, such event will not qualify for any financial compensation under this clause. Normally, a single application will be made by the concerned Party in a particular Contract Year, covering all the Change in Law events taking place in that year.	Deleted.
37.	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	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, subject to the condition that the such ‘Change in Law’ is recognized by the Appropriate Commission. 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.	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.
38.	12.1.3	The quantum of compensation payment on account of Change in Law shall be provided to the affected party by the other party as per Article 12.2.2, subject to the provision that Appropriate Commission recognizes such provisions at the time of adoption of tariff by the Appropriate Commission and any decision in this regard shall be governing on BESSD and Buying Entity.	Deleted.
39.	12.2.3	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.	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.
40.	12.2.4	Addendum to the Clause	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.
41.	12.2.9	New Clause	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

42.	13.1.1(i)	the failure to commence availability of BESS for providing Energy Storage capacity to SECI up to the Contracted Capacity, by the end of the period specified in Article 4, or failure to continue maintain availability such energy storage capacity to SECI after Commercial Operation Date throughout the term of this Agreement, or	the failure to commence availability of BESS for providing Energy Storage capacity to SECI 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 SECI within six months from the identification of reduced annual availability during the term of this Agreement, or
43.	13.1.1. (vii)	except where due to any SECI'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 SECI.	Deleted
44.	13.3.5	.... 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 an amount equivalent to 90% of the Debt Due and the BESPA shall stand terminated, failing which, the lenders may exercise their mortgage rights and liquidate the Project assets. Provided that...	.... 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...
45.	13.4.4	....SECI 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 the event the aforesaid novation is not acceptable to the BESSD, or if no offer of novation is made by SECI within the stipulated period, then the BESSD may terminate the BESPA and at its discretion require Buying Entity to either (i) takeover the Project assets by making a payment of the termination compensation 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, or, (ii) pay to the BESSD, damages, equivalent to 6 (six) months, or balance BESPA period	....SECI 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, SECI 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 SECI within the stipulated period, then the BESSD may terminate the BESPA and choose to either continue operating the Project by itself

		whichever is less, of charges for its contracted capacity, with the Project assets being retained by the BESSD. Provided further...	finding an alternate procurer or to discontinue the operation of the Project. If the BESSD chooses to continue operating the project, SECI 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. If the BESSD decides to discontinue the operation of the Project, it may require SECI 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..
46.	13.6	New Clause	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.
47.	14.1.2 (b)	....SECI shall incorporate appropriate covenants in the SCPA for the above obligations of Buying Entity(ies)....	....SECI shall incorporate appropriate covenants in the BESSA for the above obligations of Buying Entity(ies)....
48.	15.1.1	<p>.....This Agreement shall not be assigned by any Party, except to the Project Lenders or Lender's Representative as security for their debt under the Financing Agreements, other than by mutual consent between the Parties to be evidenced in writing. Such assignment shall be agreed to by SECI 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.</p> <p>Provided that, SECI shall permit assignment of any of BESSD's rights and obligations under this Agreement in favour of the lenders to the BESSD, if required under the Financing Agreements.</p>	<p>.....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 SECI 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.</p> <p>Notwithstanding above, this Agreement may be assigned to the Project Lenders or Lender's Representative under the Financing Agreements, under intimation to SECI.</p>

		Provided that, such consent will not be....	Provided that, such consent will not be....
49.	Schedule-A	Addendum to the Clause	<p>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.</p> <p>Any such change, shall be considered upto three digits after the decimal point, and remaining digits, if any, shall be ignored.</p> <p>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.</p>

Note:

1. Commissioning procedure, which forms part of Schedule-3 of the BESPA, has been issued separately, as part of the Amendments. The indicative Single Line Diagrams also have been uploaded separately, and form part of Schedule3 of the BESPA.
2. Additional details pertaining to the site identified for the Project, have been issued separately, and form part of Annexure-E of the RfS.

Schedule-B of BESPA

1. Power rating of a 500 MWh (250 MW x 2 hrs) BESS will be 250 MW, i.e., the maximum value of the active Output and Input Power at the Delivery Point. The Energy rating of 500 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 2 operational cycles per day, i.e. 2 complete charge-discharge cycles per day. 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 SECI to enable SECI 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=

$$\frac{\text{Actual Injection/Drawal } MU_i(A)}{\text{Scheduled Injection/Drawal } MU_i(B)}$$

where

- a) i refers to the i^{th} time-block in the year where Scheduled Injection/Drawal $MU_i \neq 0$.
 - 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 $70\% \leq \text{RtE} < 85\%$, there shall be a liquidated damage levied @ APPC tariff of last year of buying entity/ national APPC in case of POSOCO, per unit of excess conversion losses considering system RtE = 85%.
- (c) For $\text{RtE} > 85\%$, there shall be incentive @Rs. 0.50 per unit of excess discharge of energy considering system RtE = 85%

System Roundtrip Efficiency =

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

Where,

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

$D \neq 0$;

$D \leq 2 \times \text{Ebess} \times (\text{MDn-1} - (\text{MDn-1} - \text{MDn}) \times j/12) / \text{RtE}_g$;

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;

RtE_g refers to the guaranteed Round-Trip Efficiency under the BESPAs;

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 SECI 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. Alteration if any in Charging. It is clarified that discharge of BESS shall take place subject to the transmission constraints at the ISTS 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.