

SOLAR ENERGY CORPORATION OF INDIA LIMITED					
New Delhi					
No. SECI/C&P/IPP/15/0001/Clarifications-01					Dated: 02.06.2022
RfS for setting up of Pilot Projects of 500 MW/1000MWh Standalone Battery Energy Storage Systems in India under Tariff-Based Global Competitive Bidding (ESS-I) : Clarifications to the queries on the RfS (RfS No. SECI/C&P/IPP/15/0001/22-23 dated: 13.04.2022)					
S. No.	Clause No.	Existing Clause	Proposed Modifications	Rationale/Remarks	SECI's response
1	RfS Clause 5.1	The total capacity of 500 MW/1000 MWh shall be set up at a single location, with two Projects each of 500 MWh (250 MW x 2 hrs) capacity set up at the identified location		We would request to have atleast 2 succesful bidders for the project	RfS provisions shall prevail.
2	RfS clause 6.1	The Project capacity of 500 MWh each shall be located in the vicinity of Fatehgarh-III Substations of the ISTS network, in the State of Rajasthan		We understand there are 2 sites, and the scope includes ISTS connection. How long the ISTS connection would be from the site?	Layout of the site has been provided in the RfS. Bidders are encouraged to conduct site visits to examine this.
3	RfS clause 7.4d	In case of Pooling substation, losses in the transmission line between the Pooling substation and the ISTS substation, shall be apportioned among the BSSDs who share such a Pooling arrangement, based on their monthly generation.		Please clarify the scope of design and construction of pooling substation among the 2 bidders/ parties if the pooling substation is common.	This clause has been deleted. The projects will be individually connected to the ISTS through separate feeders
4				Transmission Charges waiver to the system to be restored	This will be governed by the applicable regulations
5	Clause 7.7	The BSSDs will be required to apply for connectivity at the identified substation within 30 days of issuance of LoAs, and shall furnish copies of the application as well as granted connectivity, to SECI at the earliest		For the purpose of Connectivity what shall be the quantum of application 250 MW or 500 MWh, as the project will be utilized for max 500 MW for an hour. (No available capacity during the solar hours)	Connectivity will be granted as per applicable regulations
6	RfS Clause 8.1	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		Why is the difference between Project Capacity and Contracted capacity? How would SECI ensure that a bidder will comply with Project Capacity requirement and undertake the commissioning for 40% capacity? (Point d and e of clause 8.1)	Commissioning procedure has been desgined suitably to check for the stipulated requirements. Please refer to the Amendments
7	RfS Clause 8.1, e	The BESSD shall make the BESS available for 2 operational cycles per day, i.e. 2 complete charge-discharge cycles per day		1. As the Project capacity is physically demarcated for 60% & 40%, the 2 cycle requirement is specific to 60%. For the 60% capacity, the project will be utilized by POSOCO for A/S application & any discom for energy shifting application, the cycle requirement for each of these applications should be clearly defined. 2. What droop curve response is needed and what is the need for speed of response for A/S application by POSOCO? 3. As per the RfS & Agreement SOC mgmt. for ancillary services, it would be the responsibility of POSOCO. What would be the system to push for frequency requirements , VAR compensation or any other ? 4. How will SECI ensure that the project is qualified under merit order dispatch for A/S application ?	The BESSD shall not be required to charge/discharge more than 2 cycles/day. Please refer the amedment to Annexure A to RfS for POSOCO requirments. 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
8	RfS Clause 8.1, e (iii)	The BESSD shall take separate, metered connection for the Auxiliary Power load of BESS.		1. Are the 2 operational cycle requirements for 60% as a whole or is that application-specific? How will the SOC be managed if the Contracted Capacity is utilized by 2 separate entities? Does SECI consider a physical demarcation within the Contracted Capacity as well? 2. What if the system is not given time to charge? How is the payment linked to 2 cycles, is the payment less?	The system shall be designed for operating up to 2 cycles/day for each application. Please refer to the indicative SLD. Also refer to Clause 8 of RfS for Charge and Discharge requirements. Payents shall be made on monthly basis subject to Liquidated Damages, if any, on account of not meeting Performance criteria in terms of System Avaialbility, RtE and annual demonstration of capacity. The BESSD shall be required to ensure system availability for up to 2 cycles per day.
9	RfS clause 8	BSSD shall maintain a minimum 95% availability on an annual basis		We suggest, BESS Availability >98%	RfS provisions shall prevail.
10	RfS Clause 8.2	Liquidated damages = (A – B) x C x D x N x 2In case the BSSD fails to meet the monthly capacity demonstration as per Clause 8.1.c.iii, additional Liquidated Damages for the unavailability of the deficit capacity shall be applicable for the entire month i.e., considering B = 0 for the deficit capacity.		What is the cap for the LD? Will it be levied for the project life?	LD will be levied as per the formula, and will be levied for project life

11	RfS Clause 11	if the BESS capacity is not or taken by the Buying entity upon early commissioning, BESSD shall arrange for any augmentation of the Battery capacity to meet the capacity criteria mentioned at the time of SCD (i.e. dispatchable capacity on SCD date shall be 100% of the contracted capacity) and to maintain the capacity at the end of every year as indicated in Clause 8.1(e). iv. of the RfS. Subject to the provisions of the BESPA, in case of early commissioning, if BESSD sells any capacity to a third party, the BESSD will have to again demonstrate 100% of Contracted Capacity (as per the Commissioning Procedure) to SECI from the date of commissioning of off take of capacity by SECI		In this case the 100% Contracted Capacity refers to only 60% of the Project capacity to be tied up with SECI.	Yes
12	General	Not mentioned		What is the total number of cycles required for the project life? This should be clearly defined.	RfS provisions shall prevail. The maximum number of cycles envisaged during the Term of the BESPA is 8766
13	RfS Section 2 - Clause 3.4	After the expiry of the Term of the BESPA, , the Project will be transferred to SECI in working condition with defined energy throughput at the end of the term on a "as is where is" basis, in line with the provisions of the BESPA		We request SECI to mention that the key parameters like degradation are considered as key factor for acceptance at the 12th year. If the specified degradation is < than the specified, suitable penalties to be levied or the Bidder should set it right for SECI approval and acceptance	The same has been stipulated in the BESPA
14	RfS Section 2 - Clause 8.1	In addition, the BESSD shall also demonstrate, on monthly basis, 100% of the minimum dispatchable Capacity of the BESS as required		We note that the "Forced Outage Hours", i.e., the total number of equivalent hours the system is unavailable due to reasons attributable to grid outage, planned maintenance, etc. If the system is partially available, then a partial outage hour shall be calculated based on the ratio of the curtailed capacity to full capacity. Please confirm	Please refer to clauses pertaining to Availability
15	RfS Section 2 - Clause 8.1	(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 $70\% \leq RtE < 85\%$, there shall be a liquidated damage levied @ Rs. 2 per unit of excess conversion losses considering system $RtE = 85\%$.		We request SECI to levy LD for the NPV value at a higher rate for the excess conversion losses for the $RTE 70\% \leq RtE < 85\%$. Also, kindly mention that the system shall not be acceptable for $RTE < 70\%$.	RfS provisions shall prevail. Yes, system will not be acceptable for $RtE < 70\%$ and capacity payment will not be payable. Further BESSD will have option to rectify the system as per provisions of the Bidding Documents.
16	RfS Clause 7.5	..... The scheduling of the power to/from the project as per the applicable regulation shall be decided by the buying entity. However, any DSM penalties due to violation of the schedule of charging or discharging of the BESS at BESS end shall be on account of the BESSD.	-	1. Our understanding is that BESSD will punch-in schedules only for drawl(charging)/injection(discharging) on the interconnection side. Buying entity shall punch in their own schedule for providing power for charging and discharging on the drawl side. Hence, any DSM on the Buying entity side shall not be on BESSD as BESSD is not aware of the injection forecast from the source of power for charging - SECI needs to confirm the same 2. Penalties shall not be levied on the BESSD if the system availability is equal to or more than the required availability.	1. Yes 2. No penalty as per the BESPA for higher availability
17	RfS Clause 8.1.b.i	Performance Criteria of the Project - 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 up to 300 MWh of energy from the BESS in each cycle, subject to the following: i. The Buying Entity will schedule charging of the BESS with equal amount of energy plus energy expected to be lost as conversion losses (determined from the guaranteed Round-Trip Efficiency (RtE) of the system).	-	It is understood that charging power required for the 60% of the capacity will be born by the SECI. Kindly confirm.	Charging power will be provided by the Buying Entity
18	RfS Clause 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	Kindly amend the clause as under - Minimum energy scheduled for discharge in a given cycle during a year shall be less than or equal to the Min. Dispatchable Energy Capacity at the End of Year as specified elsewhere under in this Clause	Since BESSD is maintaining a specified minimum dispatchable energy at the end of year, theoretically it will not be able to guarantee higher dispatchable energy than that	RfS provisions shall prevail.

19	RfS Clause 8.1.e. i & ii	<p>The BESSD shall guarantee a minimum system availability of 95% on annual basis.</p> <p>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.</p> <p>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.</p>	...Amount of such liquidated damages shall be equal to capacity charges for the capacity not made available.	The liquidated damages recoverable cannot be more than the loss to other party, hence should be equal to the Capacity Charge for the capacity not made available.	RfS provisions shall prevail.
20	RfS Clause 8.1.e. iii	The BESSD shall take separate, metered connection for the Auxiliary Power load of BESS.	-	It is understood that Auxiliary power will be metered separately for the Project capacity Installed.	Yes
21	RfS Clause 8.1.e. iii	The BESSD shall take separate, metered connection for the Auxiliary Power load of BESS.	-	<p>a. Post COD, Net metering to be provided, anyways in case bidder is not able to fulfil compliance then they will be penalised, also any under/over drawl will be taken care under DSM.</p> <p>b. Pre COD, for Aux. consumption bidder will take separate connection</p>	Arrangement of Auxiliary Power shall be the responsibility of the BESSD.
22	RfS Clause 8.2	<p>Liquidated damages on account of shortfall in meeting the performance criteria will be computed as follows:</p> <p>Liquidated damages = (A – B) x C x D x n x 2</p> <p>In case the BESSD fails to meet the monthly RtE demonstration as per Clause 8.1.e.iii above, additional Liquidated Damages for the unavailability of the required minimum RtE shall be applicable for the entire month</p>	-	<p>1. The liquidated damages should be equal to the Capacity Charge for the capacity not made available. Kindly accept the changes.</p> <p>2. The LD on the performance parameter should be capped at 10% of the PBG amount. Kindly incorporate the clause.</p>	RfS provisions shall prevail.
23	RfS Clause 9.2 (a)	The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on 18 months from the Effective Date of BESPA (for e.g. if Effective Date of the BESPA is 05.07.2022, then SCD shall be 05.01.2024).	It is proposed that the SCD should be 24 months after the Effective Date of the BESPA.	<p>Para 3(a)(ii) of the BESS Guidelines provide that for projects with capacity more than 250 MW, the SCD shall be the date as on 24 months after the Effective Date of the BESPA.</p> <p>The BESS Guidelines further state that, if for some reason, the scheduled commissioning period needs to be reduced than that provided in these Guidelines, the Procurer can do the same, subject to confirmation from CTU/STU regarding evacuation margins in ISTS/Intra-STS transmission system.</p>	As per the Guidelines, for Project size upto (& including) 250 MW, SCD is 18 months. In this case, Project size for each Project is 250 MW.
24	RfS Clause 8.1.e	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	-	The developer is already getting penalised for the power/RtE not complied. Not Paying developers for the power supplied will be unfair and will increase tariff further	RfS provisions shall prevail.
25	RfS Clause 10	Delay in Commissioning on Account of Delay in readiness of ISTS evacuation	-	<p>Delivery & commissioning of BESS system is dependent on the readiness of the ISTS infrastructure. ISTS infra has to be ready at least 6 months before the SCD date so that cold and hot commissioning activity can be completed before SCD date.</p> <p>Kindly provide the schedule by when the ISTS infra will be ready.</p>	Refrence may please be drawn to Clause 10 of the RfS. Further, CTU notifies the status of readiness of the transmission system / inforastructure on periodic basis also.
26	RfS Clause 10	Delay in Commissioning on Account of Delay in readiness of ISTS evacuation 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.	<p>For comission of the BESS system , back feed power is required to charge & discharge the BESS system to complete the cold and hot commissioning of the system. So in case the ISTS network is getting delayed then SCD of the project capacity should extended for min 60 days. considering above kindly amend the clause as under:-</p> <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 90 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of the Grid Access.</p>	-	RfS provisions shall prevail.
27	RfS Clause 18.1	Bidders selected by SECI based on this RfS shall submit Performance Bank Guarantee (PBG) for a value @ INR 11,10,000/MW/Project (Rupees Eleven Lakhs and Ten Thousand only/MW/Project), prior to signing of BESPA.	Bidders selected by SECI based on this RfS shall submit Performance Bank Guarantee (PBG) for a value @ INR 11,10,000/MW/Project (Rupees Eleven Lakhs and Ten Thousand only/MW/Project) on the SECI contracted capacity, prior to signing of BESPA.	Since the BESPA will be signed for the contracted capacity i.e. 60% of the project capacity , it is understood that the PBG value will be applicable on Contracted capacity. Kindly confirm.	PBG is to be submitted for the entire 100% Project capacity

28	RfS Clause 19	Payment Security Deposit: 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	-	1. It is understood that payment security is refundable, Kindly provide the duration for which Payment Security will be applicable. 2. Since PBG will be submitted, so additional payment security is not required. Kindly remove the clause for the payment security.	PSD is non-refundable. RfS provisions shall prevail
29				Clarity on GIB is also required, will any delay of more than 180 days due to GIB post agreement signing be considered under force majeure and can the agreement be cancelled due to such force majeure	Implications of GIB matter, if any, will be dealt as per the Orders issued by Supreme Court and subsequent directions of the Government
30	Definition of Adjusted Equity and Debt Due	-	-	CCD etc. are not covered under Debt Due, also they are not clearly mentioned to be covered under the Adjusted Equity. Need clarity on inclusion of such debt which was convertible but not converted as on date of calculating the payments/compensations	RfS provisions shall prevail.
31	Definition of Contracted Capacity	-	-	Please elaborate on the provisions to demonstrate metering, inter-connection and physical/Technical/commercial demarcation of balance 40% of the capacity	Please refer to the Single Line Diagram being annexed to the Amendments
32	BESPA Art.2.1.1	This Agreement shall come into effect from (Enter the date as on 90th day of the issuance of Letter of Award to the BESSD, or any further date, as applicable) and such date shall be referred to as the Effective Date.	It is proposed that the Effective Date of the BESPA should be the actual date of signing of the BESPA for the purpose of computing the timelines correctly.	-	RfS provisions shall prevail.
33	BESPA Article 2.1.3	Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either party against the other under this Agreement shall be that, within 120 days after the Effective Date of the BESPA, (...)	The phrase 'Notwithstanding the Effective Date,' should be deleted from Article 2.1.3 as it is contradictory in nature.	-	RfS provisions shall prevail.
34	BESPA Article 2.2.2	Terms of Agreement 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.	As per the RfS document clause 8.1.e, it is understood that 70% residual capacity at the end of the 12th year is applicable for the Total contracted capacity. So kindly amend the clause as under:- 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 Contracted capacity () and duly transfer the entire Project () to SECI at Re 1 and free from any encumbrances or liability.	-	RfS provisions shall prevail.
35	BESPA Article 4.2.2	Penalties, fines and charges imposed by the CTU/ STU under any statute or regulation in relation to delay in commissioning of Project shall be payable by the BESSD to the extent the delay is attributable to the BESSD.	-	Kindly provide the penalties , fines and charges imposed by the CTU/STU in case of delay in commissioning of the project.	The same shall be dealt as per applicable regulations
36	BESPA Article 4.4	Moreover, during a day in any Contract year, BESSD shall not be asked as well as BESSD shall not be allowed to schedule for more than 2 Cycles / day. For the purpose of this Agreement, Cycle shall mean charging of the BESS up to the Contracted capacity followed by discharge of such stored energy including any intervening resting period as specified in the RfS Document.	-	It is understood the required time & Power to charge the BESS up to its full capacity including cooling off period between the cycles will be provided by the SECI and accordingly the charge and discharge period will be scheduled. Kindly confirm.	RfS provisions shall prevail.
37	BESPA Article 4.4.2.a	The Minimum Annual Average Availability as specified above, shall however be relaxable by Buyer to the extent of grid non-availability for evacuation which is beyond the control of the BESSD (as certified by the SLDC/RLDC) and / or upon occurrence of Force Majeure event as identified in BESPA (and occurrence of such Force Majeure event(s) has been mutually agreed) and affecting availability and supply of Contracted BESS Capacity.	-	Planned maintenance should also be allowed as relaxable event in calculating the availability.	RfS provisions shall prevail.
38	BESPA Article 4.7	Acceptance/Performance Test: Prior to synchronization of the Project, the BESSD shall be required to get the Project certified for the requisite test including for safety as may be laid down by Central Electricity Authority or an agency identified by the central government to carry out testing and certification for the Battery Energy Storage projects.	-	Kindly provide the list of the tests which is required to be performed for the acceptance/Performance test.	As per applicable regulations, guidelines, rules etc and Commissioning Procedure

39	BESPA Article 5.1.4	The BESSD shall immediately after each synchronization/tripping of system, inform the sub-station of the Grid System to which the Project is electrically connected in accordance with applicable Grid Code under intimation to SECI. In addition, theBESSD at its own risk and cost, will be required to arrange for the charging and discharging of power for carrying to carry out operational/ functional test prior to commercial operation as well as for commissioning of the Project. For avoidance of doubt, it is clarified that Synchronization / Connectivity of the Project with the grid shall not to be considered as Commissioning of the Project.	-	It will be difficult to commission the BESS without connection with grid and charging & discharging of Power. So request you to Kindly allow connection with grid Charging and discharging of power for carrying to carry out operational/ functional test prior to commercial operation as well as for commissioning of the Project	Grid Connection for Charging / Discharging for commissioning of the BESS shall be provided as per the extant regulation.
40	BESPA Article 10.3	Payment of Monthly Bills Subject to the provisions of Article 10.3.4, SECI shall pay the amount payable under the Monthly Bill/Supplementary Bill by the Due Date to such account of the BESSD, as shall have been previously notified by the BESSD	-	Kindly clarify by when the monthly payment due will be released?	Please refer to the definition of Due Date
41	BESPA Force Majeure – Article 11.1	11.1 Definition of Force Majeure A 'Force Majeure' (FM) would mean one or more of the following acts, events or circumstances or a combination of acts, events or circumstances or the consequence(s) thereof, that wholly or partly prevents or unavoidably delays the performance by the Party (the Affected Party) of its obligations under this Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility Practices. An Affected Party means SECI or the BESSD whose performance has been affected by an event of Force Majeure.	The definition of Force Majeure should be made inclusive and Article 11.2(g) and 11.10 (b) should be deleted.	-	RfS provisions shall prevail.
42	BESPA Article 11.10.1(d) (ii)	In case of termination at the instance of the BESSD, on account of an event listed as Force Majeure as per Article 11.2 (e) and (f) above, the Procurer will have the option to (but will not be obliged to) take- over the Project Assets by paying Debt Due. In case the Procurer chooses not to exercise the aforementioned option, and the same is not agreed to by the BESSD, it will result in a dispute as per the BESPA and will be resolved as per the Dispute Resolution mechanism under the BESPA	-	1. Termination compensation to the BESSD, on account of an event listed as FM as per Article 11.2 (e) and (f), shall be Debt Due + 110% Adjusted Equity (less insurance) 2. Developers shall not be penalised for the reasons not attributable to them. Any government action of overtaking the project is not to be construed as default of bidder. Hence, adjusted equity and debt due both should be paid	RfS provisions shall prevail.
43	BESPA Article 13.5	(...) In such an event, this Agreement shall terminate on the date of such Termination Notice without any further liability to either Party from the date of such termination.	Article 13.5 should be modified as follows: (...) In such an event, this Agreement shall terminate on the date of such Termination Notice, and subject to the terms of the Force Majeure provision (Article 11), without any further liability to either Party from the date of such termination.	-	RfS provisions shall prevail.
44	BESPA Article 14.1.1	b) any and all losses, damages, costs and expenses including legal costs, fines, penalties and interest actually suffered or incurred by SECI from third party claims arising by reason of a breach by the BESSD of any of its obligations under this Agreement, (provided that this Article 14 shall not apply to such breaches by the BESSD, for which specific remedies have been provided for under this Agreement).	It is proposed that Article 14.1.1 be deleted.	-	RfS provisions shall prevail.
45	-	Layout	-	1. How many 220 KV bays will be allocated for each 250 MW/ 500 MWh project? Pls. confirm. 2. It is understood that 220 KV bay will be available with all equipment & controls system. Kindly confirm.	1. 1 No. of 220 kV Bay will be available for each 250 MW/ 500 MWh Project. 2. As per the CERC regulation, BESS developer shall need to apply for connectivity at Fatehgarh-III PS. At the time of grant of connectivity, BESS developer may opt for development of 220kV bay(s) at Fatehgarh -III PS in ISTS.
46	-	Layout	-	Land area provided is for 500 MW/ 1000 MWh is 440 mtr x 120 mtr including 2 nos. of PSS. The provided 13 acres of land is for the Total project capacity, kindly increase the land allotment to 20 acres. Kindly confirm	RfS provisions shall prevail.
47	RfS Clause 8.1.e.iii & 8.2	Shortfall in meeting Performance Criteria: Availability & RTE	The LD on the performance parameter should be capped at 10% of the PBG amount. Kindly incorporate the clause.		RfS provisions shall prevail.

48	RfS Annexure-A, Cl.6	Authorized Test Centres : Batteries/ Power Conditioning Units deployed in the power plants must have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the ILAC member signatory accredited laboratories. In case of module types/ BESS/equipment for which such Test facilities may not exist in India at present, test certificates from reputed ILAC Member body accredited Labs abroad will be acceptable.	Kindly amend the clause as Batteries/ Power Conditioning Units deployed in the power plants must have valid test certificates for their qualification as per above specified IEC/ BIS Standards by one of the accredited laboratories.		RfS provisions shall prevail.
49	NIT (G)	Document Processing Fee: Rs. 15 Lakh + 18% GST for each Project, to be submitted through NEFT/RTGS transfer in the account of SECI		Kindly confirm if bidder is participating for 500 MW i.e. both package of 250 MW, Bidder need to pay amount of 15 Lakh + GST only as per RFS OR the applicable amount towards Document processing fee for 500 MW will be Rs. 30 Lacs + GST applicable. Please confirm.	In case a bidder applies for both the Projects (i.e total quoted capacity is 500 MW/1000 MWh), the applicable Processing Fee will be Rs. 30 Lakhs+GST
50	RfS Clause 6.1	The Project capacity of 500 MWh each shall be located in the vicinity of Fatehgarh-III Substations of the ISTS network, in the State of Rajasthan. Land identification and allocation for the Projects will be under scope of the Transmission licensee owning the identified substation. Land will be provided on lease/right-to use basis to the BESSD through suitable agreement with the Transmission licensee, and the same shall be facilitated by SECI. Project land details are enclosed herewith at Annexure-E.		Kindly confirm that Bidder to consider Annexure E as file "Fatehgarh III_Layout_BESS" or SECI will issue separate details towards land details.	Bidder is to consider Annexure E for land details allocated for the Project
51	RfS Clause 16	The BESSD shall be required to follow the applicable rules regarding project registration with the State Nodal Agency in line with the provisions of the applicable policies/regulations of the State where the Projects are being located. 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.		In mentioned clause, its states regarding Solar Policy. We request you to kindly review as Solar project/work are not part of this RFS	The BESSD shall be required to follow the applicable rules regarding project registration with the State Nodal Agency in line with the provisions of the applicable policies/regulations of the State where the Projects are being located. It shall be the responsibility of the BESSD to remain updated about the applicable charges payable to the SNA under the respective Policy.
52	RfS Clause 18.1	Bidders selected by SECI based on this RfS shall submit Performance Bank Guarantee (PBG) for a value @ INR 11,10,000/MW/Project (Rupees Eleven Lakhs and Ten Thousand only/MW/Project), prior to signing of BESPA. It may be noted that successful Bidders shall submit the PBG according to the Format 7.3B with a validity period upto (& including) the date as on 12 months after the Scheduled Commissioning Date of the Project. Upon receipt and after successful verification of the total PBG in the acceptable format, the BG submitted towards EMD shall be returned by SECI to the successful Bidder.		We request you to kindly clarify and confirm regarding submission of PBG by successful bidder as the clause mentions regarding submission of PBG prior to signing of BESPA. However, there is no fixed timeline. We request you to kindly specify the period / no. of days from date of issuance of LOA for submission of PBG to SECI.	SECI will provide sufficient time prior to signing of BESPA, while intimating the actual date of BESPA signing.
53	RfS Clause 8.1.e. (vi)	vi. 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.		As per Bidder understanding, SECI requires the BESS system for 2 complete cycles per day and that the discharging will be during the peak hours. Kindly confirm if its mandatory for BESSD to use the battery pack with complete charging within 1 Hour and confirm if bidder understanding is in line with RFS.	1 hour is the maximum allowable rest period between charge and discharge cycles.
54	RfS Clause 11	The BESSD shall be permitted for full commissioning as well as part-commissioning of the Project even prior to the SCD. Early commissioning of the Project will be allowed solely at the risk and cost of the BESSD, and SECI shall purchase the capacity from such early commissioned Project at the BESPA charges (for the Contracted Capacity), only in case the Buying Entity agrees to purchase the capacity at an earlier date, and at the BESPA tariff plus SECI's facilitation charges in the form of trading margin.		As per Bidder understanding, both RFS Clause 11 and 24 states conditions regarding early commissioning of part capacity or full capacity of Project. However, Clause 11 adds conditions that the purchase before SCD from plant is based upon discretion from Buying entity and SECI and also, BESSD can sell the power in open market based post SECI approval. We request SECI to kindly confirm if Clause 11 will supersede clause 24 or the additional conditions as mentioned in clause 11 will applicable for clause 24 also. Kindly confirm.	Clause 11 pertains to early commissioning of part or full capacity, subject to certain conditions. Once those conditions are met and the Project is declared as "commissioned", provisions of Clause 24, i.e. "COD" come into play.
55	RfS Clause 23.2	23.2 The BESSD shall submit documents/Lease Agreements to establish possession/right to use the required land area in the name of the BESSD for a period not less than the complete term of the BESPA, on or before the SCD. Wherever leasing of private land is involved, the lease should allow transfer of land lease rights to the lenders or SECI/Buying Utility, in case of default of the BESSD.		We understand that Land will be arranged by Transmission licensee and will be handedover to BESSD on lease/right-to use basis. Accordingly, this clause 23.2 is not applicable. Kindly confirm.	RfS provisions shall prevail.

56	12.1.1 (i)	Change in Law (i) change in interpretation of any law by a competent court; or (ii) the enactment of any new law; or (iii) a change in any domestic tax, including duty, levy, cess, charge or surcharge by the Central Government, State Government or Union Territory administration leading to corresponding changes in the cost; or; or (iv) a change in any condition of an approval or license obtained or to be obtained for purchase, supply or transmission of electricity, unless specifically excluded in the agreement for the purchase, supply or transmission of electricity, which results in any change in the cost.		We request SECI to kindly confirm and add the below mentioned provisions as well under change in law clause: 1) Introduction of Basic Custom duty on imports of Battery and associated equipments. 2) Change in existing GST rates / tax rates.	RfS Clause is self- explanatory.
57	RfS Clause 36.4	In line with the O.M. issued by the Department of Expenditure, Ministry of Finance, vide No. 6/18/2019-PPD Dated 23.07.2020 and subsequent amendments and clarifications thereto, the Bidder shall meet the following criteria for its bid to be considered for evaluation under the RfS: e. Other provisions of the referred OM dated 23.07.2020, except Sl. 11 of the OM, will also be applicable for this tender. Any interpretation of the above clauses will be made in line with the referred OM, including subsequent amendments and clarifications thereto.		It is pertinent from the said clause that, there are no restrictions on imports from China for this project and also, BESSD does not require to source the material only from Chinese vendors who are registered with competent authority in India. Kindly confirm.	The RfS clause, and the referred OM are self-explanatory.
58	RfS Clause 6.1	The Project capacity of 500 MWh each shall be located in the vicinity of Fatehgarh-III Substations of the ISTS network, in the State of Rajasthan.		As per CTU list dated 03.03.2022 regarding "status of allocation of bay at the existing or proposed ISTS SS for Stage II connectivity", In Fatehgarh III SS, Only 95 MW capacity available @220 KV and 300 MW @400 KV. Also, there seems to be no scope for space for future additional line bays. The project is first of its kind and the land will be in scope of Transmission licensee, accordingly, we request SECI to kindly reserve / block the specific capacity in Substation for the plant to avoid any delay or problems in future.	Please refer the Annexure E for the land details. For the proposed BESS Proposed BESS projects under the RfS, 2 Nos. of 220 kV bays for 2 x 250 MW Projects will be allocated.
59	RfS Clause 8.1 (e) (1)	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.		Please clarify that Bidder need to maintain the min. system availability as 95% of the minimum dispatchable energy to be made available by the BESSD for the specific capacity as per clause 8.1 (e) (iv) of RFS. Also, in clause 8.2, as mentioned that BESSD to demonstrated by the BESSD is less than the minimum as specified above, Kindly confirm that here it is referred as 95% system availability as per clause 8.1 (e) (i).	Degradation as per Clause 8.1.e iv shall be taken into account while calculation of availability as per Clause 8.1.e. i and ii and shortfall as per 8.2.
60	RfS Annexure A	10. Safe Disposal of unit Batteries from the BESS The Developer will comply with the requirements under Hazardous & other Waste (Management and Transboundary Movement) Rules, 2016, as amended from time to time, as applicable. The BESSD shall ensure that all Unit Battery modules from the plant after their 'end of life' (when they become defective/ non-operational/ non-repairable) are disposed in accordance with the "e-waste (Management and Handling) Rules, 2016" notified by the Government and as revised and amended from time to time and Battery Waste Management Rules, as and when notified by the Government of India.		Project will be handed over to SECI at the end of 12th year. Therefore, BESSD shall not take any responsibility for safe disposal of BESS as per e-waste policy. Disposal of BESS shall be in SECI scope once project is handed over. Kindly confirm.	The BESSD will be responsible for disposal of batteries during the BESPA Term, in case of replacement/augmentation of the components. Further, any agreements/contracts entered into with the producers for waste disposal, in line with the applicable regulations, will be transferred in the name of SECI at the time of handover of the Project after the 12th year. Thus, the clause remains unchanged, and obligations on the BESSD applicable at the time of Project handover also remain unchanged.
61	RfS Clause 5.1	The total capacity of 500 MW/1000 MWh shall be set up at a single location, with two Projects each of 500 MWh (250 MW x 2 hrs) capacity to be set up at the identified location.		Kindly confirm, if a single Bidder becomes successful under this RFS for entire 500 MW / 1000 MWh project, whether they require the same arrangement and setup two different projects of 250 MW / 500 MWh each and connect to common pooling SS.	Yes
62	RfS Clause 3.2	3.2 Setting up of the BESS and interconnection of the BESS with the ISTS network will be under the scope of the BESSD. This RfS is technology agnostic on the nature of battery storage system being opted by the BESSD, as long as it meets the definition of BESS under this RfS and the required performance criteria under the RfS and BESPA.		As per Bidder understanding, BESSD is free to choose the technology of Battery. Kindly confirm that BESSD can use only single battery technology or mix of two or more battery technologies in plant.	The BESSD can use mix of technologies subject to meeting the Standards and performance criteria as per the RfS

63	RfS Clause 8.1 (a)	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.		As per tender provisions, BESSD to arrange offtaker for 40% of the entire allotted capacity and remaining 60% will be offtake by SECI. Kindly confirm that BESSD to arrange the power for charging of the remaining 40% capacity which is in scope of BESSD for sale.	Yes, BESSD will arrange the power for charging of the remaining 40% capacity which is in scope of BESSD for sale.
64	RfS Clause 3.3	The BESS may be charged by any source of energy (“BESS charging source”), including conventional energy sources.		SECI to confirm that there shall be no cost implication on BESSD for use of conventional energy (Non- RE source)	While the RfS does not impose any restriction on the usage of BESS in case of charging with conventional power, as per MoP's Order dated 23.11.2021, ISTS charges are waived off in case the BESS is charged with at least 51% RE power. Any cost implication on this account shall be dictated by the terms of the agreement with the off-taker. For 60% of the power the responsibility for supply of charging shall lie with the off-taker.
65	RfS Clause 4.2	Selection of Project Developers will be carried out based on the Contracted Capacity quoted by the Bidders. In this context, the term “Project” used anywhere in the RfS, BESP and BESSA, will solely mean the BESS, set up by the BESSD to make available the Contracted Capacity as agreed to in the BESP.		Please clarify if bidders can bid only for the contract capacity i.e. 60% of the project capacity.	No, the bidders will be required to bid for the 100% Project capacity
66	RfS Clause 8.1.d	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.		After achieving the COD since system may be capable of delivering more than 500 MWh as per designed, though system rated energy capacity shall remain at 500MWh. Please confirm that it's acceptable.	The BESSD shall be required to demonstrate the minimum Contract capacity in both MW and MWh terms
67	RfS Clause 8.1.e.ii	For a given BESP, the Annual availability guarantee shall commence from the date of commissioning of the system and shall be calculated as below:		SECI to please confirm that this formula is applicable only during the Operational Window defined in clause 8.1.e.vii	Please refer to the illustration for calculation of Availability
68	RfS Clause 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 $\text{RtE} = 85\%$.		It may be noted that efficiency of the battery degrades with time. It is requested to take this into account while setting the limits of RtE for the purpose of calculation of LD. We request to kindly look into it and amend the clause suitably.	RfS provisions shall prevail.
69	RfS Clause 8.1.e.iv	Taking into consideration capacity degradation, the minimum dispatchable energy to be made available by the BESSD at the end of a given year shall be as follows:		We would like to bring to your notice that the degradation rate of the battery is higher during the initial few years. Accordingly, SECI may please take this into account and set the minimum dispatchable capacity of per year in this table.	RfS provisions shall prevail.
70	RfS Clause Annexure-A.a	Under a BSSPA between an off-taker ‘X’ and BESSD ‘Y’ for a capacity ‘C’, the Schedule and Actual Injection into/Drawl from the Grid from the Project, as per the DSM/ UI Reports published by the Regional RPC for a Sample day is shown below:		It may be noted that due to operational reasons, the charge/discharge cycle of a BESS may fall across 2 days for example it may get charged at 11PM on day1 and get discharged at 2AM on day2. This fact introduces an error into any formula which applied to a specific calendar month/day/year. SECI is requested to update the system availability formula suitably.	RfS provisions shall prevail.
71	RfS	Applicable approvals for project and land		As per RfS, transmission licensee will be providing land to BESSD. Kindly confirm if any approvals / clearances required to take by BESSD related to land. Also, kindly clarify or provide list of approvals / clearances which BESSD need to take.	Approvals, permits and clearances other than the land being provided by the transmission licensees, will have to be obtained by the BESSD.
72	RfS	General		We intend to submit the Bid through SPV company using the credentials of Parent company. Accordingly, we request to kindly confirm if the EMD can be submitted by Parent company or EMD need to arrange on name of SPV company only.	The EMD shall be submitted in the name of the SPV only, in this case.
73	RfS	General		We request SECI to kindly consider to issue LOA on name of SPV even in case if bidder bids through Parent company and later will execute the BESP and project through the said SPV company.	The LoA will be issued in the name of the bidding company, not to its Parent/Subsidiary.
74	RfS	Scope of Bay at PGCIL SS		Kindly confirm regarding scope of Bay (if applicable) It will be constructed by PGCIL or will it be in scope of BESSD along with transmission line. Also, as per Bidder understanding, only Transformer Bay will be required and not the Line Bay in Main Switchyard. Kindly confirm.	As per the CERC regulation, BESS developer shall need to apply for connectivity at Fatehgarh-III PS. At the time of grant of connectivity, BESS developer may opt for development of 220kV bay(s) at Fatehgarh -III PS in ISTS.

75	RfS	Switchyard for BESS		As per bidder understanding, the BESS Plant will be within switchyard compound. Accordingly, we request SECI to kindly confirm if Bidder required to develop separate switchyard for BESS or same not required. Kindly confirm	1 No. of 220 kV bay for each 250 MW Project capacity shall be allocated to the BESSD at the Fatehgarh - III substation.. Interconenction to the bay shall be through Underground cable. BESSD shall develop Plant End switchyard for interconnection with the grid accordingly.
76	RfS	Requirement of Circuit Breaker		We request SECI to kindly clarify if the BESSD can utilise the Circuit breaker of Main switchyard to control the 220/33 KV transformer of BESS Plant and not add additional CB at their end. Kindly confirm.	No, there will be separate Circuit Breakers at both ends.
77	Definition	“Appropriate Commission”:- Unless otherwise stated, Appropriate Commission shall mean Central Electricity Regulatory Commission;	BESPA doesn’t refer to any other commission otherwise.	We request therefore that the definition may be amended to include the state electricity regulatory commission referred to in section 82 of the Electricity Act or the Joint Electricity Regulatory Commission referred to in section 83 of the of the Electricity Act as well.	RfS provisions shall prevail.
78	Definition	“Buying Entity” or “Buying Utility” or Discoms” : shall mean Distribution Companies and shall also include wherever admissible the Distribution licensees or buying entity in any State or any bulk consumer who agreed to avail the Battery Energy Storage Capacity from SECI and executed (/ would execute) the Battery Energy Storage Sale Agreement (BESSA) from time to time with SECI to meet demand requirement;	The term Distribution Companies is not defined.	What happens in case no BESSA is in force during the tenure of this Agreement.	Termination of BESSA will not have any impact on the BESPA
79	Definition	shall mean any dispute or difference of any kind between SECI and the BESSD, in connection with or arising out of this Agreement including but not limited to any issue on the interpretation and scope of the terms of this Agreement as provided in Article 16 of this Agreement;	Since, the arrangement is on a back to back basis with Buying Entities as well, please clarify on mechanism in case any dispute arises on any issue between BESSD and Buying Entities.		RfS provisions shall prevail.
80	Definition	Financing Agreement shall mean the agreements pursuant to which the BESSD has sought financing for the Project including the loan agreements, security documents, notes, indentures, security agreements, letters of credit and other documents, as may be amended, modified, or replaced from time to time, but without in anyway increasing the liabilities of SECI;	We request clarification with respect to the following: “but without in anyway increasing the financial liabilities of SECI;		As per this cited provisions, any financing arrangements secured by the BESSD shall not create any liabilities on SECI in addition to those provided for, in the BESPA.
81	PPA Article 2.3	This Agreement shall terminate before the Expiry Date if either SECI or BESSD terminates the Agreement, pursuant to Article 13 of this Agreement	Please clarify on - Payment of accrued tariff due and payable to the BESSD for the period prior to termination. - treatment of charges, costs and damages, payable under power procurement arrangements on account of or in connection with procurement of power by SECI.		Reference may be drawn to Article 2.4 pertaining to "Survival" in the BESPA.
82	PPA Article 3.2.1(i)	An extension, without any impact on the Scheduled Commissioning Date, can however be considered, on the sole request of BESSD, on payment of Rs. 1000/- per day per MW to SECI	Please note that the BESSD is already furnishing a performance guarantee, hence payment of ₹ 1000/- per day per MW for extension may be removed. Please clarify the intent of without any impact on the Scheduled Commissioning Date. In case of extension, Scheduled Commissioning Date should be extended.	Since the BESPA also specifies part commissioning and early commissioning, please elaborate on the treatment of scheduled commissioning date upon part commissioning or early commissioning of the Project.	RfS provisions shall prevail. The SCD remains unchanged, even in cases of early part/full commissioning.
83	PPA Article 3.2.3	In case of inability of the BESSD to fulfil the conditions specified in Article 3.1 due to any Force Majeure event, the time period for fulfilment of the Conditions Subsequent and Financial Closure as mentioned in Article 3.1, shall be extended for the period of such Force Majeure event. Further, any delay in adoption of tariff by the Appropriate Commission, beyond 120 (one hundred twenty days) days after the Effective Date of this Agreement, shall entail a corresponding extension in the deadline as stipulated in Article 3.1.	The clause should also mention inability of the BESSD to fulfil the conditions in Article 3.1 due to any Force Majeure event, or due to reasons attributable to SECI, CTU or Buying Entity, since the land arrangement and allocation is to be made through CTU.		RfS provisions shall prevail.
84	PPA Article 4.1.1 (d)	The BESSD shall, on his own, obtain permissions/ sanctions from Government authorities, if any required for establishing and operating (including for Charging and Discharging from BESS) the project. A	As per clause 3.3 of the RfS, For the capacity under contract with SECI, Charging and discharging of the system will be under the scope of the Buying Entity. In light of the above clause, please elaborate on the intent of the clause in the BESPA stating that establishing and operating (including Charging and Discharging for BESS) for the Project shall be in the scope of BESSD.		The necessary approvals referred here pertain to the approvals required for operationalization of the Project. The charging/discharging schedule will of course be provided by the Buying Entity, but implementation of such charging/discharging of the BESS will be governed by the appropriate regulations, and any permissions/approvals required in this regard, will be under the scope of the BESSD

85	4.4.2 (b)	The BESSD shall maintain AC to AC roundtrip efficiency (RtE) of system on a monthly basis. Calculation of Round-Trip Efficiency shall be as per the methodology specified in RfS.	Will inputs for the calculation the RTE taken from the main meter at the CTU level? If yes, if the 40% and 60% of the system charges/discharges happens at the same, how will the bifurcation between energy for both the cases calculated? Please elaborate whether the metering of 60% and 40% will be different as the DSM and other charges shall be applicable	The final methodology should be added in the BESPA also, since the BESPA precedes the RfS in priority.	Calculation of RtE will be at the Point of Interconnection i.e. at the Main Meter. The same shall apply to the entire Project Capacity. However, sub-meters shall be installed for the 40% and 60% capacity (Please refer the SLD). DSM charges shall be levied as per the the delivery of power at the Delivery Point
86	PPA Article 4.8	The BESSD shall be further required to provide entry to the site of the Project free of all encumbrances at all times during the Term of the Agreement to SECI (or its authorized representatives) and a third Party nominated by any Indian Governmental Instrumentality for inspection and verification of the works being carried out by the BESSD at the site of the Project. The BESSD shall provide full support to SECI and/or the third party in this regard	We request such inspection and verification to be done with prior intimation to BESSD.		RfS provisions shall prevail.
87	PPA Article 4.9.1	The Parties herein agree that during the subsistence of this Agreement, subject to SECI being in compliance of its obligations & undertakings under this Agreement, the BESSD would have no right to negotiate or enter into any dialogue with any third party for the sale of Contracted Capacity which is the subject matter of this Agreement. It is the specific understanding between the Parties that such bar will apply throughout the entire term of this Agreement.	Guidelines provide that in case of part commissioning, if the procurer/intermediary procurer are not interested to consider procurement of the part capacity till commissioning, the part commissioned capacity will be allowed to sell in the open market till SCD.	SECI to clarify whether this provision of Guidelines be applicable	Provisions of Article 4.9.1 will not be applicable in case of third party sale prior to SCD, in case such offered capacity is refused by the Buying Entity.
88	PPA Article 5.1.8	UCOD/COD of the Project under the BESPA will be the date on which the commissioning certificate is issued upon successful commissioning of the part/full capacity of the Project.	UCOD is not a defined term.	Request SECI to incorporate	Please refer to the definitions (Page 13 of 75) in the BESPA
89	PPA Article 8.3.1	Notwithstanding any liability or obligation that may arise under this Agreement, any loss, damage, liability, payment, obligation or expense which is insured or not or for which the BESSD can claim compensation, under any Insurance shall not be charged to or payable by Buyer. It is for the BESSD to ensure that appropriate insurance coverage is taken for payment by the insurer for the entire loss and there is no under insurance or short adjustment etc	The term Buyer is not defined. Please clarify which entity is being referred to through the term Buyer.	Request SECI to incorporate	It has been brought out in Page 2 of 75 of the BESPA that SECI is referred to has "Buyer" in this Agreement.
90	PPA Article 10.5.1 and 10.5.7	If the SECI disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay 50% of the invoice amount and it shall within thirty (30) days of receiving such Bill, issue a notice. For the avoidance of doubt, it is clarified the despite a Dispute regarding an invoice, SECI 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	We request that 100% of the undisputed amount be paid within the Due Date, and 50% of the disputed amount should be paid prior to issuance of Bill Dispute Notice.		RfS provisions shall prevail.
91	PPA Article 11.1	Available relief and termination due to Force Majeure Event	Please clarify the treatment of relinquishment charges as well as refund of any bank guarantees if submitted with the SECI.		Bank Guarantees, if any, submitted with SECI will be returned to the BESSD, after encashment of liquidated damages, if applicable. Relinquishment charges will be payable by the BESSD as per the applicable regulations
92	PPA Article 13.4	Provided further that at the end of three (3) months period from the period mentioned in this Article 13.4.4, this Agreement may be terminated by the BESSD.	Please clarify whether BESSD is entitled to sell off power generated from BESS to any third party of its choice.		Upon termination during the Term of the BESPA, SECI will takeover the Project assets @Re.1, and the BESSD will relinquish its rights over the Project.
93	PPA Article 14.4	Limitation of liability	We request the liability to be capped.		RfS provisions shall prevail.
94	BESPA Article 16.3 (i)	Where any Dispute or differences arises in relation to this agreement of any nature whatsoever including the construction, interpretation or implementation of the provisions of this agreement as well as claim made by any Party for any change in or determination of the Tariff or any matter related to Tariff or claims made by any Party which partly or wholly relate to any change in the Tariff or determination of any of such claims could result in change in the Tariff, and relates to any matter agreed to be referred to the Appropriate Commission, shall be submitted to adjudication by the Appropriate Commission. Appeal against the decisions of the Appropriate Commission shall be made only as per the provisions of the Electricity Act, 2003, as amended from time to time.	We request that for all other matters for which appropriate commission may not have jurisdiction to entertain, dispute resolution by way of arbitration may be incorporated in the BESPA.		RfS provisions shall prevail.

95	BESPA Article 17.12	The duly executed Battery Energy Storage Sale Agreement (BESSA) between SECI and Buying entity(s) as attached to this Agreement shall be read along with this Agreement as a composite back to back agreement for Generation and supply of electricity to the Buying entity(s), particularly, to fulfill the Renewable Purchase Obligations under the provisions of the Electricity Act, 2003 and the Regulations notified thereunder	Please clarify on the treatment of environmental attributes and fulfilment of renewable purchase obligations.		RPO and environmental attributes, if any, will accrue to the Buying Entities.
96	Additional	Offtake Constraints	BESPA is silent on offtake constraints by SECI. We request suitable provisions to be added in line with Section IV (F) of the Guidelines.		As specified in the Guidelines, "BESSD shall not be eligible for any compensation in case of Capacity Contract." The payment of capacity charges (INR/MW/month) will continue irrespective of any offtake constraint.
97	RfS Clause 7.9	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.	Please clarify which entity is referred to in here for obtaining Grid Access.		As clearly stated, the entity made responsible to obtain such GNA under the notified rules, will be the "entity" as indicated in this provision.
98	RfS Clause 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 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 BESPA, which will be off taken by SECI.		1. How to sell 40% power parallelly, while selling 60% power to SECI? 2. Where to charge 40% of energy and what would be the charging rate? 3. Can we install our solar panel to charge 40% of Battery?	Operationalization (including charging/discharging) of the 40% capacity is under the scope of the BESSD. BESSD is free to install Solar Plant to charge 40% of the battery.
99	RfS Clause 9.2.g	It is to be noted that delay in commissioning / operationalization of the ESS charging source shall not be admissible among the factors warranting an extension in SCD of the Project.	Since the charging and discharging is in the scope of Buying Entity, any event of delay on account of Buying Entity should warrant for extension. SECI to consider.		RfS provisions shall prevail.
100	RfS Clause 16	The BESSD shall be required to follow the applicable rules regarding project registration with the State Nodal Agency in line with the provisions of the applicable policies/regulations of the State where the Projects are being located	What is the quantum of the registration and is it mandatory?		The BESSD shall be required to follow the applicable rules regarding project registration in line with the provisions of the applicable policies/regulations of the State where the Projects are being located.
101	RfS Clause 17.4	Forfeiture of EMD: The BG towards EMD shall be encashed by SECI in following cases: a. If the bidder withdraws or varies the bid after due date and time of bid submission and during the validity of bid; b. In case, SECI offers to execute the PPA with the Selected Bidder and if the Selected Bidder does not submit the requisite documents as per Clause 21 of the RfS or does not execute the PPA within the stipulated time period; c. If after issuance of LoA, it is found that the documents furnished by the bidders as part of response to RfS are misleading or misrepresented in any way; d. If the bidder fails to furnish required PBG/POI in accordance with Clause 18 of the RfS	In clause 17.4(a), please clarify the meaning of due date. Does it refer to the last date of bid submission		Yes, it refers to the bid submission deadline
102	RfS clause 17	Earnest Money Deposit	Request SECI to kindly clarify the process and timeline for refund of Earnest Money Deposit for unsuccessful bidders? Also, please clarify if any additional GST would be levied over and above the EMD.		Please refer to clause 18.10 of the RfS in this regard. There is no GST to be levied on the EMD/PBG amount
103	RfS Clause 22.2	At the stage of financial closure, the BESSDs shall report 100% tie-up of Financing Arrangements for the Projects. In this regard, the BESSD shall submit a certificate/necessary documents from all financing agencies regarding the tie-up of 100% of the funds indicated for the Project, including arrangements of funds in the form of Equity.	Please allow both the Project SPV and the developer to report Project Financing Arrangements. We request SECI to clarify whether CS / CFO / Director (Finance) of the Company may provide this certificate		Necessary Board resolutions, backed by financial statements of the company infusing necessary equity, will be required to demonstrate tie-up of equity funding. Project financing arrangements are to be submitted by the BESSD, and such arrangements may include tie-up with Parent/Affiliates.
104	RfS Clause 26	Modification in Controlling Shareholding	Kindly allow for change in controlling shareholding/shareholding of the bidding entity and the Project SPV with a prior written intimation to SECI in case the new shareholder is an Affiliate/Group Company/Parent/Ultimate Parent of the bidder.		RfS provisions shall prevail.

105	Definition	COMPANY” shall mean a body corporate incorporated in India under the Companies Act, 2013 or any law in India prior thereto relating to Companies, as applicable.	As per the RFS a foreign company can also participate in the bidding process. Accordingly, we suggest revised definition of “Company” as below to ensure bidder can be international/foreign entity as well, incorporated outside India. "Company” shall mean a body corporate incorporated in India or abroad under the Companies Act, 1956 or the Companies Act, 2013 or the rules applicable in the foreign country as applicable		The definition remains unchanged. As per Clause 36.1.ii., Foreign Companies are eligible to participate in the RfS
106	RfS Clause 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 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 BESPA, which will be off taken by SECI.		1. How to sell 40% power parallelly, while selling 60% power to SECI? 2. Where to charge 40% of energy and what would be the charging rate? 3. Can we install our solar panel to charge 40% of Battery?	1. Please refer applicable provisions and relevant regulations in this regard. 2.&3. Operationalization (including charging/discharging) of the 40% capacity is under the scope of the BESSD
107	RfS Clause 21.3	The BESPA shall be valid for a period of 12 years from the SCD of the Project or the date of full commissioning of the Project, whichever is later. Any extension of the BESPA period beyond the term of the BESPA shall be through mutual agreement between the BESSD, Buying Entity and SECI.	SECI should consider 5 Years of Warranty	Proven technology will support 5 years of warranty as SECI is considering 8560 life cycle in 12 years which is not possible with any battery technologies.	BESSD is free to augment/replace the capacity to maintain the minimum Dispatchable capacity specified in the RfS.
108	8.1 e iii	The BESSD shall take separate, metered connection for the Auxiliary Power load of BESS.	We understand a separate metering provision needs to be provided and this doesn't mean necessary connection from local DISCOM. Also, RTE calculation will be only on scheduled charge/discharge and Aux consumption will not be directly used in RTE calculation		Yes, Auxiliary consumption will not be included in RTE calculations
109	RfS Clause 1.7	.....The details of Buying Entities shall be intimated at a later date. SECI shall at its discretion be entitled to substitute any entity in other states only for selling the power from the Battery Energy Storage facility set up by the selected Bidder.		1) It should be clarified, that Change in buying entity shall not have any bearing on BESPA, especially in terms of contract period, contracted capacity, applicable tariff, applicable Transmission Loss and charges. 2) Further, we also request a clarification on the position and applicability of BESPA, if SECI is unable to find any buying entity for the contracted capacity/ part capacity. Also, clarity is to be required on who would procure the relevant regulatory approvals required for changing the utility and what if those approvals are not procured.	1. The inference is agreed to. 2. Please refer to Clause 44 of the RfS. It may be relevant to mention that BESPA will be signed upon signing of BESSA.
110	RfS Clause 3.4	After the expiry of the Term of the BESPA, the Project will be transferred to SECI in working condition with defined energy throughput at the end of the term on a “as is where is” basis, in line with the provisions of the BESPA.		1) It is understood that SECI will enter into BESPA for contracted capacity (60% of project capacity). In view of this, it is to be clarified that handing over of which capacity will be required after end of period of BESPA - contracted capacity or project capacity? 2) Also, please clarify the capacity to be checked at the time of transfer would be net of RTE or not. If yes, how much RTE to be considered?	1. The "Project Capacity" will be handed over to SECI 2. 70% of the Project Capacity after considering degradation as allowed in the Bidding Documents will have to be demonstrated as per the provisions of RfS / BESPA.
111	RfS Clause 4.3	..... However, it is to be noted that, at the time of commissioning, rated capacity of the BESS (Power and Energy) to be installed as indicated in the BESPA, will be verified.	..... However, it is to be noted that, at the time of commissioning, rated Contracted / Project capacity of the BESS (Power and Energy) to be installed as per nameplate rating of BESS shall be verified.	Please clarify which capacity either Contracted or Project will be verified on CoD. Also, please confirm whether the verification would be on nameplate basis. We recommend that only Rated Contracted Capacity to be verified as only much is guaranteed for offtake. Also, Schedule III is missing in the BESPA.	Please refer to the commissioning procedure
112	RfS Clause 7.3	...Arrangements shall be put in place prior to commissioning of project as regards the methodology for billing these expenses directly to the Buying Entities. Applicability of ISTS charges and losses on charging and discharging power shall be governed as per the extant regulations.	All transmission charges, wheeling charges and losses in relation to transmission and distribution system beyond metering point towards contracted capacity, if billed to BESSD, shall be reimbursed by SECI.	As the LTA for 60 % is with the BESSD, it is suggested that SECI shall reimburse the transmission charges, wheeling charges and losses with respect to 60 % or Contracted Capacity, if any, if the same is billed to BESSD and suitable arrangement is not devised during the period. Suggested, that SECI should further recover the amount from the buying entity.	RfS provisions shall prevail.
113	RfS Clause 7.8	... ..The BESSDs will be required to apply for connectivity at the identified substation within 30 days of issuance of LoAs, and shall furnish copies of the application as well as granted connectivity, to SECI at the earliest. In case the BESSD fails to obtain the Stage-II connectivity at a Substation identified by the Bidder, the same shall be immediately notified by the BESSD to SECI. At least 30 days prior to the proposed commissioning date, the BESSD shall be required to submit the Connection Agreement signed with the CTU.	... ..The BESSDs will be required to apply for connectivity at the identified substation within 30 days of effective date of BESPA, and shall furnish copies of the application as well as granted connectivity, to SECI at the earliest. In case the BESSD fails to obtain the Stage-II connectivity at a Substation identified by the Bidder, the same shall be immediately notified by the BESSD to SECI. At least 30 days prior to the proposed commissioning date, the BESSD shall be required to submit the Connection Agreement signed with the CTU.	The draft BESPA provides the effective date as 90 days from the date of issuance of LOA. Hence, it would not be appropriate to apply for the connectivity even when BESPA is not effective. Hence, it is suggested to propose to apply for connectivity within 30 days from effective date of BESPA.	RfS provisions shall prevail.

114	8.1 (e) ii	<p>where, System Availability in a time-block=Actual Injection/Drawl MUI (A)/Scheduled Injection/Drawl MUI (B) where a) i refers to the ith time-block in the year where Scheduled Injection/Drawl MUI \neq 0. b) Actual Injection/Drawl MUI is the Energy Scheduled for Charging/Discharging in the ith time block, in MUs c) Scheduled Injection/Drawl MUI is the Energy Scheduled for Charging/Discharging in the ith time block, in MUs d) A and B shall be as per the DSM/UI Reports published by the Regional RPCs or measurement at the Main ABT Meter at the Point of Interconnection.</p>	<p>where, System Availability in a time-block=Actual Injection/Drawl MUI (A)/Scheduled Injection/Drawl MUI (B) where a) i refers to the ith time-block in the year where Scheduled Injection/Drawl MUI \neq 0. b) Actual Injection/Drawl MUI is the Energy measured for Charging/Discharging in the ith time block, in MUs c) Scheduled Injection/Drawl MUI is the Energy Scheduled for Charging/Discharging in the ith time block, in MUs d) A and B shall be as per the DSM/UI Reports published by the Regional RPCs or measurement at the Main ABT Meter at the Point of Interconnection.</p>	<p>The proposed formula for availability is based on actual energy and scheduled energy injection/drawl during the year. There is LD provision based on Availability computation. It is noted that, Availability is proposed as function of deviation between actual energy and scheduled energy. However, such deviation has also been accounted in DSM penalties which will be borne by BSSD. Hence, there would be double accounting in terms of DSM penalties as well as LD on availability. Hence, it is suggested that Availability shall be measured in terms of declared available capacity. *</p>	<p>RfS provisions shall prevail.</p>
115	8.1 (e) iii	<p>(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 RtE < 85%, there shall be a liquidated damage levied @ Rs. 2 per unit of excess conversion losses considering system RtE = 85%.</p>	<p>(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% (b) For 70% \leq RtE < 85%, there shall be a liquidated damage levied @ Rs. 2 per unit of excess conversion losses considering system RtE = 85%.</p>	<p>Considering this is pilot project, penalty towards for recovery of capacity charge for a particular month would not be advisable. BSSD are taking risk in investing capital intensive BESS project at this nascent stage of technologies. Hence, penalties on account of RTE shall be limited to LD only. Also, request if the penalties are calculated on an annual basis instead of monthly basis given that it is a nascent project in India and it would be very difficult for any bidder to envisage all the potential losses upfront with 100% accuracy. Also, request that the first time charging requirement for batteries are excluded from the RTE calculations.</p>	<p>RtE shall be calculated on monthly basis. In case of shortfall in RtE, the liquidated damages are for excess losses. Please refer Amendments for incentive clause in case of higher Efficiency.</p>
116	8.1 (e) iv	<p>Taking into consideration capacity degradation, the minimum dispatchable energy to be made available by the BESSD at the end of a given year shall be as follows</p>		<p>Conjoint reading of this clause with Clause 8.1 (b) (ii), it is understood that minimum dispatchable capacity shall be computed as % of contracted capacity with SECI under BESP. The same shall be clarified by SECI.</p>	<p>Minimum dispatchable capacity shall be computed as % of the Project Capacity</p>
117	8.1 (e) vii	<p>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.</p>	<p>For operational purposes, Operational Window may be decided as mutually agreed between the BESSD, Intermediary Procurer and the off-taker. It is clarified that discharge of BESS shall take place subject to the transmission constraints at the ISTS-substation. Provided that operational conditions mutually agreed as above shall be fixed for minimum of one year.</p>	<p>BESSD has entered into BESP with SECI as Intermediary Procurer. BESSD has no direct contract with Off-taker. Hence, deciding the operational window shall be between the parties of BESP and BESSA. Further, for having better operational clarity for contracted capacity as well as merchant capacity, operational conditions shall be fixed between parties for minimum period of one year.</p>	<p>RfS provisions shall prevail.</p>
118	9.2 g	<p>It is to be noted that delay in commissioning / operationalization of the ESS charging source shall not be admissible among the factors warranting an extension in SCD of the Project.</p>	<p>Request to clarify the interpretation of the same.</p>	<p>a) Does this clause imply that in case of delay at the Buying Entity's end in ensuring charging source, BESSD can not ask as for extension in SCD under this contract. b) Since the charging/discharging of power is in scope of Buying entity. Hence delay in commissioning due to non-availability of ESS charging source shall not be accounted to BESSD. c) Further, we request that in such case if BESSD is commissioned and available , and if SECI is unable to tie up with procuring entity, a clarity is required on how the BESSD shall be compensated. Also whether the term of the agreement shall be reset from the actual date of COD, from when SECI is able to schedule the power to procuring entity. In such case a clarity is also required whether we have to approach the Regulator for approving the same.</p>	<p>Please refer to the commissioning procedure</p>
119	RfS Clause 14	<p>Under this RfS, the BESSD shall set up the Project including the dedicated transmission network up to the Interconnection/Delivery Point, at its own cost and in accordance to the provisions of this RfS document. All approvals, permits and clearances required for setting up of the Project and/or dedicated transmission network up to the Delivery Point (along with connectivity), including those required from State Government and local bodies, shall be in the scope of the BESSD. The Projects to be selected under this scheme provide for deployment of Battery Energy Storage Technology. However, the selection of Projects would be technology agnostic within the above segment.</p>		<p>SECI is requested to clarify on the following: (a) Will BESSD be free to choose separate technology for 60% of project capacity and 40% project capacity? (b) As stated in earlier clause, 30% of project capacity is proposed for Ancillary services. Can BESSD be allowed to use different technology for use of Ancillary services? (C) Clarification is also sought, whether BESSD is required to obtain a transmission Licensee for laying of Transmission Line. Further, since a dedicated line can be constructed by a generator without having a Transmission Licensee, can a BESSD qualify to make a dedicated line up to the pooling station or the interconnection point as per the provision of the electricity Act 2003 applicable for a Generator. Please note obtaining a transmission License and Sec 164/ 68 approval takes a considerable time, hence a clarity is sought on applicability of regulations.</p>	<p>(a) Yes. (b) Yes (c) No license is required to be taken by the BESSD for interconnection of the Project with the grid.</p>

120	1.1 "Contracted Capacity"	shall mean [Insert 60% of the Project Capacity] MW/.....MWh, which is the Energy Storage Capacity contracted with SECI for supply by the BESSD to SECI at the Delivery Point from the Project. For avoidance of any doubt it is clarified that it shall be the sole responsibility of BESSD to make all required arrangements including physical-techno-commercial demarcation and sell balance Project Capacity, i.e. MW (Insert 40% of the Project Capacity) at its own risk and cost as well as without having any impact on Contracted Capacity. Further, there shall not be any liability on the Procurer for such balance Project Capacity. Moreover, it is clarified that the Project Capacity, i.e. MW (Insert the Project Capacity) shall not be capacity demonstrated under any other tender concluded by any Central or State Agency as on the last date of bid submission of this RfS.		It is understood that it shall be the sole responsibility of BESSD to make all required arrangements including physical-techno-commercial demarcation and sell balance Project Capacity. In this regard, the following clarity is requested towards physical-techno-commercial demarcation: (a) Whether there should be two separate BESS systems having separate AC outputs, within same project, of 1) 60% of project capacity and ii) 40% of project capacity? If yes, then is there a separate requirement of transmission evacuation network till pooling point or delivery point? (b) Whether separate metering arrangement is required for two capacities viz. i) 60% & ii) 40% of project capacity? (C) Clarity is required on whether BESSD, will have the liberty to use merchant capacity to offset/ overcome any shortfall on the contracted capacity side during 12 years of operation.	Please refer to indicative SLDs in this regard. With respect to the query at Sl. (c), it may be noted that the same is not allowed.
121	PPA Article 2.2.3	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 BESSD. Moreover, in case of non-payment of any aforementioned balance dues / compensation / penalty, SECI may debar the BESSD and Bidding Company including its Group Companies from participating for a period of 2 years in any of the Bidding Process conducted by the Procurer.	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 BESSD. Moreover, in case of non-payment of any aforementioned balance dues / compensation / penalty, SECI may debar the BESSD and Bidding Company including its Group Companies from participating for a period of 2 years in any of the Bidding Process conducted by the Procurer. Illustration: If at end of 12th year, BESS capacity is less by 'Y' MW than 70% of project capacity, then BESSD shall compensate the SECI equal to 'Y' x "Tariff in Rs./MW"	Request in case of a shortfall in the operational capacity, the payment to be made by BESSD to SECI shall be explained in detailed with illustration.	Please refer to Schedule 2 of the PPA for illustrations
122	PPA Article 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.		It is to be clarify on the following: (a) Whether payment of capacity charges is dependent on payment received from buying entities or not? (b) Whether the payment of capacity charges will be made for contracted capacity for all years OR for despatchable capacity for each subsequent year as Clause 4.4.2 (c) ?	(a) Payment of capacity charges shall be as per provisions of BESPA as more specifically explained under Article 9 of the BESPA. (b) Payment will be made for the Contracted Capacity as per provisions of BESPA.
123	Cl. 4.4.2 (b) BESPA and Clause 8.1 e iii of RfS	BESPA Cl. 4.4.2 b (i) For $70\% \leq \text{RtE} < 85\%$ there shall be a liquidated damage levied @ Rs. APPC charge of previous financial year of the Discoms of excess conversion losses considering system RtE = 85%. RfS Cl. 8.1 e. iii. (a) For $\text{RtE} < 70\%$, 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;	We understand that there are several buying entities that may have different APPC. We request SECI to confirm whether for individual buying entities the APPC will be taken on an average value or on an individual basis.		APPC of the individual Buying Entity shall be applicable.
124	BESPA Article Cl. 4.1.1 p)	After signing of BESPA, the BESSD shall apply for drawl NOC(s) from the respective STU(s) of the State as per the power mapping provided by SECI	1. What is this NoC? 2. Why is it required? 3. Whether it is required during injection to the Grid as well? 4. Kindly furnish power mapping		RfS provisions shall prevail.
125	BESPA Article 2.1.3, 2.1.4 and 4.5.2	2.1.3 Notwithstanding the Effective Date, the condition precedent for the enforcement of the obligations of either party against the other under this Agreement shall be that, within 120 days after the Effective Date of the BESPA, SECI and/or the Buying Entity(ies) shall obtain adoption of tariff from CERC.....of Article 2.1.4 shall apply 2.1.4 In case be given. However, if the requisite CERC order is issued after the timeline as per Article 2.1.3, this shall entail a corresponding extension in Scheduled Financial Closure and the Scheduled Commissioning Date for equal number of days for which the CERC order has been delayed beyond such period as specified in Article 2.1.3 4.5.2 Any delay beyond 120 days from the Effective Date of BESPA in issuance of Order for the adoption of tariff by Hon'ble CERC, shall entail a	The bidder may have undertaken various activities which may allow it to commission the project by Originally SCD. In such cases, the BESSD should be allowed to commission the project on Orginally SCD.		The BESSD is free to commission the Project well before the original/revised SCD, subject to conditions of BESPA. The referred provisions only extend the SCD in certain cases.

126	BESPA	SECI has signed the Battery Energy Storage Sale Agreement (BESSA) with the Buying Utility(ies) / Entity(ies) of States in India /POSOCO.	It is requested to clarify whether BESPA shall be signed after signing BESSA(s) for full Contract Capacity	It is understood that on Commissioning of the project, payment for Full Contracted Capacity shall be made to BESSD irrespective of quantum and duration of tie-up by SECI with Buying entities under BESSA and bill shall be raised for entire contracted capacity.	BESPA will be signed subsequent to signing of BESSA. Please refer to Clause 44 of the RfS for more details
127	RfS Cl. 38.1 and cl. 38.2	Net-Worth/ Asset Under Management (AUM) or Investible Funds a. The Net Worth of the Bidder should be equal to or greater than INR 74,00,000/MW (Rupees Seventy Four Lakh / MW) of the quoted capacity (in MW), as on the last date of previous Financial Year, i.e. FY 2020-21 or as on the day at least 7 days prior to the bid submission deadline. A minimum annual turnover of INR 29,00,000 / MW (Rupees Twenty-Nine Lakh / MW) of the quoted capacity (in MW) during the previous financial year, 2020-21 or as on the day at least 7 days prior to the bid submission deadline. It is hereby clarified that "Other Income" as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover. 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	The listed companies accounts are available on quarterly basis. As such accounts based on 7 days prior to bid submission deadline cannot be submitted		For such companies, the bidders can submit the annual report for FY 2020-21, as specified in the clause
128	RfS Cl. 29.3 II	Only a single capacity charge (INR/MW) for all the Projects applied for..... The instructions mentioned in the Financial Bid Electronic Form have to be strictly followed without any deviation, else the bid shall be considered as non-responsive.	It is understood that charges are to be quoted in INR/MW/month. Further, Charges are to be quoted considering total project capacity, however, such unit charges are binding on BESSD for the contracted capacity (60% of project capacity) only. For remaining 40% capacity, BESSD is free to tie-up with any entity as per mutually agreed terms. Please confirm.		Tariff shall be only for the Contracted Capacity.
129	RfS Cl. 26	The bidder including its Parent, Affiliate or Ultimate Parent or any Group Company shall submit single response to RfS. Detailed Instructions to be followed by the bidders for online submission of response to RfS are stated at Annexure – C. Submission of bid proposals by Bidders in response to RfS shall be in the manner described below:	We understand that we can bid through our subsidiary company based on the credentials of parent company. Please confirm.		Yes. However, please refer to the clarifications above, regarding issuance of LoAs and signing of BESPA
130	RfS Cl. 25.7	In the event of Change in Shareholding/ Substitution of Promoters triggered by the Financial Institutions leading to signing of fresh BESPA with a new entity, an amount of INR 10 Lakh per Project +18% GST per Transaction as Facilitation Fee (non-refundable) shall be deposited by the BESSD to SECI.	As per our understanding, if the successful bidder develops the project through SPV then BESPA will be signed by its SPV. Kindly confirm if the successful bidder sells the SPV, post COD, to a new owner in that case even it shall have to sign a fresh BESPA and pay facilitation fee		As long as the First Party of the BESPA remains unchanged, even after change in controlling shareholding, there will not be any requirement of signing of a fresh BESPA. The new agreement will be signed only in case the First Party of the Agreement changes.
131	RfS Cl. 25.6	Any change in the shareholding after COD can be undertaken under intimation to SECI	It is understood the project SPV executing the project and bidding company, both are allowed to change in shareholding after CoD of the project under intimation to SECI.		Yes
132	RfS Cl. 25.3	In case of Project being executed through SPV: The successful Bidder executing the project, if being a single company, shall ensure that its shareholding in the SPV/ Project Company executing the BESPA, shall not fall below 51% at any time prior to COD of the Project. In the event the successful Bidder is a consortium, then the combined shareholding of the consortium members in the SPV/ Project Company executing the BESPA, shall not fall below 51% at any time prior to COD. However, in case the Project is being set up by a listed Company, this condition will not be applicable.	Kindly confirm the consortium's treatment if one of the founding companies in the consortium is the listed entity.		Even in such a scenario, the clause remains unchanged, i.e. such listed consortium entity, along with its other consortium members, will have to ensure that the combined shareholding of the consortium members in the SPV/ Project Company executing the BESPA, does not fall below 51% at any time prior to COD. The said listed company's own shareholding can change anytime subsequent to signing of BESPA, with no impact on the SPV.
133	RfS Cl. 22.4	... caused due to a Force Majeure as per BSPA. An extension can however be considered, on the sole request of BSSD, on advance payment of extension charges of INR 1,000/- per day per MW. This extension will not have an impact on the obligation of BSSD to achieve commissioning by the SCD of the Project...	The provision calls for payment of Rs.1000 per day per MW by BSSD to SECI in case of delay in the Project owing to even Force Majeure conditions. While on one hand the BSSD is suffering on account of Force Majeure resulting in delay in the project and delay in revenue realization, it is inappropriate to further burden the BSSD by levying additional charges payable to SECI. Hence, we request SECI to amend the clause accordingly.	As per the clause 22.4 its said that unless the delay is on account of factors not owing to any action or inaction on the part of the BESSD, or caused due to a Force Majeure as per BESPA.	In case the delay in Financial Closure is on account of Force Majeure, the extension charges of Rs. 1000/MW/day will not be applicable, as clearly specified in the provisions
134	RfS Cl. 18.3	"...In case of the Project being implemented through an SPV incorporated by the successful bidder, the PBG shall be furnished in the name of the SPV, except for the case as indicated in Clause 38.3 of the RfS"	The incorporation of the SPV by the successful bidder could be only after being declared as the successful bidder. The SPV at that stage would not have financial credentials to obtain a PBG and therefor submission of PBG by the successful bidder on behalf of SPV be allowed.		The "Note" in Clause 18.2 of the RfS addresses this issue

135	RfS Cl. 13	Under this RfS, the BESSD shall set up the Project including the dedicated transmission network up to the Interconnection/Delivery Point, at its own cost and in accordance to the provisions of this RfS document.....	It is understood that BESSD shall construct transmission line upto dead end tower at Fatehgarh-III and shall string transmission line upto gantry tower of Fatehgarh-III. Construction of gantry and bays at Fatehgarh-III is in scope of owner of Fatehgarh-III. Kindly confirm our understanding.		Please refer to the indicative SLDs enclsloed with the Amendments
136	RfS Cl. 11	..... However, early part/full commissioning of the Project and subsequent capacity procurement from the same shall be subject to the approval of SECI.	In case SECI have not tied up for buying Contracted capacity for a period before the SCD of the projec, then there should not be any requirement of approval of SECI for earlly part / full commissioning of the project. The same should be required at the time of SCD of the project.		It is to be noted that the approval for early commissioning is not related to "tying up" the Contracted Capacity by SECI, as such tie-up will have taken place prior to signing of BESPA itself. This approval is to take care of scenarios wherein the Buying Entity may not be ready to offtake capacity from a date prior to the SCD.
137	Cl. 9.2 f of RfS and Cl. 4.6.1 b of BESPA	Cl. 9.2 f of RfS It is clarified that for the purpose of commissioning, the Project Capacity shall refer to the rated capacity of the Energy Storage System as declared by the BESSD in the BESPA. Any reduction in the Project 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. Cl 4.6.1 b of BESPA Delay beyond Nine (9) Months from SCD: 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 and accordingly, Contracted Capacity will also stand modified to the 60% of the reduced Project Capacity	The provisions in BESPA and RfS regarding delay / non-commissioning of part capacity are contradictory. The same may be reviewed		There is no contradiction between the two clauses. As per Art.4.6.1.b. of BESPA, in case of reduction in Project Capacity, the Contracted Capacity shall get modified to 60% of the revised Project Capacity. As per Clause 9.2 f of the RfS, the obligation of the BESSD to demonstrate commissioning of the this revised Contracted Capacity does not change even in case of reduction in Project capacity
138	RfS Cl. 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, part capacity is commissioned after 9 months of SCD, then after verification of CoD by SECI, BESSD should be allowed to provide such capcity to Buying entities if they desire under enhanced Contracted Capcity or BESSD should be allowed to sell such capacity in open market.		Not permitted.
139	RfS Cl. 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 such a case whether Liquidated Damages are still required to be paid?		Liquidated Damages shall be levied as per provsisions of Bidding Documents.
140	Cl. 8.2	Liquidated damages = (A – B) x C x D x n x 2 C is BESS Power Capacity;	As per the illustration given in ANNEXURE D the calculation for Liquidated damages is shown in which, C is denoted as contracted capacity. However, in clause 8.2, C denotes as BESS Power Capacity. Please clarify and confirm.		BESS Power Capacity under this Clause is the Contracted Capacity
141	Cl. 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 case the referred test is to be performed for the full capacity of BESS or part capacity. Please clarify. In either case SECI will have to make the arrangement for charging and discharging of energy without any cost to BSSD. The above test date and time shall have to be mutually agreed given that BSSD may have commercial arrangements with other buying entities pertaining to its share of 40% BESS capacity.		Test is to be performed for full capacity. Power for the same shall be arranged by the BESSD.
142	RfS Cl. 8.1 (e)	The BESSD shall make the BESS available for 2 operational cycles per day, i.e. 2 complete charge-discharge cycles per day.....	It is understood that BSSD is allowed to use its balance 40% of BESS for more than 2 cycles per day. Please confirm.		Yes
143	Cl. 8.1 (e)	The BESSD shall make the BESS available for 2 operational cycles per day, i.e. 2 complete charge-discharge cycles per day.....	Kindly confirm if charging/discharging from buying entity is allowed for part operation cycle. e.g 1.5 Hour of Charging, 0.5 Hour of discharging. Or charging/discharging is to be done for one complete operation cycle i.e. 2 hour of charging and 2 hour of discharging.		Charge and Discharge shall be as per the Schedules of the DISCOM. Part cycles are allowed.

144	RfS Clause 7.9	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. 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 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 BESPA, which will be off taken by SECI.	Since buying entity of the Project is to be identified by SECI, BESSD would not be able to apply for LTA. Please review & do necessary modification in the clause.		Buying Entity details will be intimated to the BESSD prior to signing of BESPA.
145	RfS Cl. 3.4	After the expiry of the Term of the BESPA, the Project will be transferred to SECI in working condition with defined energy throughput at the end of the term on a “as is where is” basis, in line with the provisions of the BESPA.	Given that the charges applicable during the time of transfer after 12 years is not known, it is understood that stamp duty and all applicable charges during transfer shall be payable by SECI. Please confirm our understanding .		All charges applicable for transfer of the Project to SECI will be borne by the BESSD.
146	General		At several places, SECI has talked about “Off taker” and Off taken”. As per our understanding, at some places off taker means SECI and at some places it refers to the Buying Entity. (Clause 7.6, 8.1 (a), 8.2) We request SECI’s clarification on it.		Unless explicitly indicated otherwise, the term "oftaker" refers to the Buying Entity
147	General		There may be instances when 60% contracted capacity to SECI is being discharged whereas 40% capacity of BSSD is being charged or vice-versa. This will affect net charge / discharge of power / energy from the grid. There may be instances that part of power contracted to SECI may not come from BESS but from other source connected to grid being used to charge BESS. How Losses, availability, Deviation Settlement Mechanism (DSM) etc. shall be treated in such cases?		RfS provisions shall prevail.
Note: All the queries received from various prospective bidders have been scrutinized and have been tried to be answered comprehensively. In case any query has not been published here and is not covered under the Amendments issued to the RfS, it shall be construed that in such cases, RfS conditions shall prevail.					