

| SOLAR ENERGY CORPORATION OF INDIA LIMITED   |            |               |  |  |  |  |
|---|------------|---------------|--|--|--|--|
| New Delhi   |            |               |  |  |  |  |
| No. SECI/C&P/IPP/15/0009/24-25/Clarifications-01  |            |               |  |  | Date: 23.07.2024   |  |
| RIS for setting up of 1000 MW/2000MWh Standalone Battery Energy Storage Systems in India under Tariff-Based Global Competitive Bidding (ESS-2)<br>RIS No. SECI/C&P/IPP/15/0009/24-25 dated 26.06.2024 |            |               |  |  |  |  |
| S. No.  | Docum ents | Clause No.    | Existing Clause  | Proposed Modifications   | Rationale/Remarks  | SECI's response  |
| 1   | BESPA      | 4.42 (b) (ii) | For RiE <70%, there shall be a liquidated damage levied @ APPC charge of previous financial year of the Discoms of excess conversion losses considering system RiE = 85%, and tariff payment for the corresponding month shall not be made to the BESSD.   | For RiE <70%, there shall be a liquidated damage levied @ APPC charge of previous financial year of the Discoms of excess conversion losses considering system RiE = 85%, <del>and tariff payment for the corresponding month shall not be made to the BESSD.</del>  |  | Tender conditions remain unchanged.  |
| 2   | BESPA      | 9.3           | In case of early part/full commencement of power supply from the project, till SCD, the BESSD will be free to sell the electricity generated, to any entity other than the SECI/ Buying Entity(ies), only after giving the first right of refusal to the SECI/Buying Entity(ies) by giving 15 days advance notice to both SECI and Buying Entity. SECI/Buying Entity shall provide refusal within 15 (fifteen) days from the receipt of the request for early part/full commencement of power supply from the Project, beyond which it would be considered as deemed refusal. Provided that in case both the Buying Entity and SECI give their acceptance to purchase of power, the Buying Entity will be accorded priority in availing such power. In case the designated Buying entity does not give its acceptance, then SECI can purchase such power directly or designate another potential buyer/entity to purchase such power. In case SECI/Buying Entity agree to purchase power from a date prior to the SCD, such power shall be purchased at the Applicable Tariff (as per Article 9.1). Any energy produced and flowing into the grid before SCD shall not be at the cost of SECI.     | In case of early part/full commencement of power supply from the project, till SCD, the BESSD will be free to sell the electricity generated, to any entity other than the SECI/ Buying Entity(ies), only after giving the first right of refusal to the SECI/Buying Entity(ies) by giving 15 days advance notice to <del>both SECI/Buying Entity</del> . SECI/Buying Entity shall provide refusal within 15 (fifteen) days from the receipt of the request for early part/full commencement of power supply from the Project, beyond which it would be considered as deemed refusal. Provided that in case <del>both the Buying Entity/SECI</del> give their acceptance to purchase of power, the Buying Entity will be accorded priority in availing such power. In case the designated Buying entity does not give its acceptance, <del>then choice of selling power to SECI or to any other third party shall be remained with BESSD can purchase such power directly or designate another potential buyer/entity to purchase such power.</del> In case SECI/Buying Entity agree to purchase power from a date prior to the SCD, such power shall be purchased at the Applicable Tariff (as per Article 9.1). Any energy produced and flowing into the grid before SCD shall not be at the cost of SECI. |  | Tender conditions remain unchanged.  |
| 3   | BESPA      | 10.5.2        | If the SECI disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay <b>50% of the invoice amount</b> and it shall within thirty (30) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:  | If the SECI disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay <b>100% of undisputed amount and 85% of disputed invoice amount</b> and it shall within thirty (30) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:   | To maintain the liquidity at developer's end, we request you to kindly consider the proposed modification.   | Tender conditions remain unchanged.  |
| 4   | BESPA      | 10.5.7        | 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 <b>50% of the invoice amount</b> in the Monthly Bill  | 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 <b>100% of undisputed amount and 85% of disputed invoice amount</b> in the Monthly Bill   | To maintain the liquidity at developer's end, we request you to kindly consider the proposed modification  | Tender conditions remain unchanged.  |
| 5   | RIS        | 7.1           | The Delivery Point for the Project shall be the 400kV Fatehgarh (ATL) PS, Rajasthan.   |  | Kindly confirm the installation of BESS can be done in anywhere in India with BESSD Approval or in Rajasthan.  | It is clarified that the BESSD shall inject power only into the Delivery Point, i.e. the Fatehgarh ATL S/S at 400 kV level. <u>Interconnection of the Project at any other substation is not allowed under the RIS.</u> Thus, the project location shall be chosen in view of the delivery point being specified as above. |
| 6   | RIS        | 8.1.a.i       | Illustration: For a Contracted Capacity of 200 MW/400 MWh, assuming an RiE of 85%, SECI shall supply charging power to the tune of 470.58 MWh, to expect a discharge of 400 MWh as per the desired schedule  | Kindly Consider the PCS conversion efficiency loss & cable loss  |  | Tender conditions remain unchanged.  |
| 7   | RIS        | 8.1.c.ii      | During the 3rd Year after COD, the energy scheduled for discharge from 200 MW/400 MWh capacity shall be more than or equal to 200x0.925x2 = 370 MWh and less than or equal to 200x0.95x2=380 MWh.  |  | Please Clarify the energy scheduled for discharge for First 2 Years  | The example can be extrapolated for each operational year, for an assumed project size of 200 MW/400 MWh capacity, in line with the table provided at Cl. 8.1.c.iv of the RIS  |
| 8   | RIS        | 8.1.c.iv      | Contract Period is 12 Year   |  | Please confirm the O&M Period  | The clause is self explanatory   |
| 9   |            |               |  |  | Kindly confirm the Charging Source For BESS. If the Installation of BESS Done other part of India excluding Rajasthan.   | Interconnection of the Project at any substation other than the Delivery Point as indicated, is not allowed under the RIS. Identification of charging source is under the scope of the Buying Entity   |
| 10  | BIS        | (H)           | EMD 3,41,000 / MWhr as per tender doc and only 3,41,000/- as per SECI website  | Kindly clarify   |  | EMD amount to be submitted by the bidder shall be calculated as per Clause 18 of the RIS.  |
| 11  | RIS        | 38.1          | Technical Eligibility Criteria: Under this RIS, it is proposed to promote only commercially established and operational technologies to minimize the technology risk and to achieve timely commissioning of the Projects. The Bidder may indicate regarding the selection of technology and its details at the time of submission of bids in the prescribed Format 7.10 of the RIS. The technology proposed at the time of submission of response to RIS can be changed at the time of Financial Closure.  | Any battery chemistry is eligible. Any past production experience is mandatory for a bidder. Kindly specify.   |  | Yes, any Battery chemistry is eligible, subject to the Project meeting the performance criteria. For experience criteria, please refer to the Section titled Qualification Requirements in the RIS   |
| 12  | BESPA      | D, E, H       | D. SECI has issued the Letter of Award No..... dated..... in favor of the _____ [Insert name of the Bidding Company] for development and establishment of the MW/ _____ MWh of "Project" or "BESS" at a location provided at 400kV Fatehgarh (ATL) S/s in the State of Rajasthan as per the terms and conditions contained in the RIS, this Battery Energy Storage Purchase Agreement (BESPA) and other bidding documents as well as the conditions contained in the Letter of Award.<br>E. .... [Insert Name of the Bidding Company] has been selected in the Competitive Bidding Process (in case Bidding Company is executing the Project through SPV), has constituted a ..... [Insert Name of the SPV] (hereinafter referred to as 'BESSD'), for development, and supply of BESS Capacity from the ..... MW/ _____ MWh of the Project / BESS to be established by BESSD in 400kV Fatehgarh (ATL) S/s in the State of Rajasthan and for making available of such Battery Energy Storage Capacity by SECI as an Intermediary Agency to the Buying Utility(ies) [as defined] under a Battery Energy Storage Sale Agreement (BESSA) to be entered into between SECI and such Buying Utility(ies). | D. SECI has issued the Letter of Award No..... dated..... in favor of the _____ [Insert name of the Bidding Company] for development and establishment of the MW/ _____ MWh of "Project" or "BESS" at a location provided at <u>400kV Fatehgarh (ATL) Interconnection Point, <del>Site in the State of Rajasthan</del></u> as per the terms and conditions contained in the RIS, this Battery Energy Storage Purchase Agreement (BESPA) and other bidding documents as well as the conditions contained in the Letter of Award.<br>E. .... [Insert Name of the Bidding Company] has been selected in the Competitive Bidding Process (in case Bidding Company is executing the Project through SPV), has constituted a ..... [Insert Name of the SPV] (hereinafter referred to as 'BESSD'), for development, and supply of BESS Capacity from the ..... MW/ _____ MWh of the Project / BESS to be established by BESSD <u>in 400kV Fatehgarh (ATL) at Interconnection Point, <del>Site in the State of Rajasthan</del></u> and for making available of such Battery Energy Storage Capacity by SECI as an Intermediary Agency to the Buying Utility(ies) [as defined] under a Battery Energy Storage Sale Agreement (BESSA) to be entered into between SECI and such Buying Utility(ies).                    | As the BESS Project can be establish anywhere in India and interconnect with ISTS network at 400 kV level in terms of RIS. The modification is required here. The D, E & H are contradicting with J clause of BESSA.<br><br>Also, Please clarify that the BESS can be install anywhere in india with interconnection at 400 kV and Delivery point at Fatehgarh (ATL) SS.<br><br>As per available data on CTU website, the BESS connectivity is planned and available at Bikaner- II - 3000 MW, Fatehgarh - IV - 4000 MW, Dhavangere - 1000 MW.<br><br>Please clarify for the delivery point freeze at Fatehgarh (ATL) as the said SS is inside one solar park and BESSD would be forced to get land and connectivity from Solar Park developer whereas planning to develop BESS capacity is at different SS by CTU.  |  |
| 13  | BESPA      | Def           | "Delivery Point" shall mean the interconnection point at the voltage level of 400kV Fatehgarh (ATL) PS, Rajasthan Grid Interconnecting Sub-station including the dedicated transmission line (if any) connecting the Project with the substation system as specified in the RIS document.  | "INTER-CONNECTION POINT/ DELIVERY/ METERING POINT" shall mean a single point at 400kV as indicated in Clause 7 of the RIS, where power from the Project(s) is injected into and drawn from the identified ISTS Substation (including the dedicated transmission line connecting the Projects with the substation system) as specified in the RIS document. Metering shall be done at this interconnection point where the power is injected into or drawn from. For interconnection with grid and metering, the BESSDs shall abide by the relevant CERC/ SERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.  | Please Clarify that the Interconnecting point of BESSD and Delivery Point can be different and BESS can be establish anywhere in india.<br>As per RIS Sec 6, point 46.31, the def is 46.31 "INTER-CONNECTION POINT/ DELIVERY/ METERING POINT" shall mean a single point at 400kV as indicated in Clause 7 of the RIS, where power from the Project(s) is injected into and drawn from the identified ISTS Substation (including the dedicated transmission line connecting the Projects with the substation system) as specified in the RIS document. Metering shall be done at this interconnection point where the power is injected into or drawn from. For interconnection with grid and metering, the BESSDs shall abide by the relevant CERC/ SERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time. BESSA has only def of Delivery Point, so it needs to be same. | Tender conditions remain unchanged. Please refer replies at Sl. 5 and 9 above regarding interconnection point  |
| 14  | BESPA      | 4.2.1         | 4.2.1 The BESSD shall be required to obtain all information from the STU/CTU/concerned authority with regard to the Interconnection Facilities as is reasonably necessary to enable it to design, install and operate all interconnection facilities on the BESSD's side of the Delivery Point to enable injection / drawl of electricity at the Delivery Point. The transmission of power / energy to / from up to the point of interconnection where the metering is done for energy accounting shall be the responsibility of the BESSD at its own cost.  |  | Please clarify whether projects under STU will also eligbla to participate in this Tender.<br><br>Please clarify whether interconnection with STU will also qualify to participate in this tender.<br><br>Please clarify whether Transmission Contrainof STU will exempted BESSD from its obligation to Charge/ Discharge  |  |
| 15  | BESPA      | 4.2.6         | Treatment of ISTS Charges (if any) shall be as per the extent regulation / orders / guidelines of Government of India.   |  | Please clarify whether ISTS charges if any levied in furutre will not have any impact on BESSD revenue and if there will be any impact then it will qualify as Change in Law   | ISTS charges and losses shall be levied on the Buying Entity as per extant regulations. Change in Law provisions of the BESPA are self explanatory.  |
| 16  | RIS        | 4.2.7.4       | Communication Equipment Requirement at BESS end: BESSD will provide UGFO/Approach cable (having minimum 12 Fibers) from BESS end to the 400 kV Fatehgarh (ATL) PS control room. BESSD will provide FOTE (STM-16) terminal equipment, FODP and PMU at the BESS end.   |  | Please Clarify how a BESSD will arrange UGFO/ Approach Cable (with 12 fibres) from BESS project location which is a distance of more than 50 Kms/ 500 KMs from Fatehgarh (ATL) SS.<br>Please clarify whether SECI is suggesting to develop BESS Project within proximity of Fatehgarh (ATL) SS Delivery Point.   | Interconnection point being already specified, project's location and associated designing aspects are under scope of the BESSD.   |
| 17  | BESPA      | 11.2          | Insertion  | b) The non-availability of grid between Interconnection point of BESS and Delivery Point will be FM event and BESSD will be exempted from its obligation under Clause 8.1 of BESSA.  | It is required to inserte to keep BESSD interest intact in case of Grid contraing for Charging/ Discharging.   | Tender conditions remain unchanged   |
| 18  | BESPA      | 12.1.1 (v)    | Insertion  | Any adverse change in ISTS Charges and Losses (Incl InSTS in case of STU Connected system) having adverse impact on BESSD interest will qualify as Change in Law.  | To protect the BESSD interest in the dynamic scenario of ISTS Charges & Losses.  | Tender conditions remain unchanged.  |
| 19  | BESPA      | 4.4.1 (ii)    | Energy scheduled for discharge in a given cycle during a year shall be more than or equal to the Min. Discharging from the BESS is not allowed between 10:00 AM and 2:00 PM of each day. Dispatchable Energy Capacity at the End of Year as specified in Clause 8.1.d.iv. below, and shall be limited to the quantum specified for the immediately previous year, as specified in Clause 8.1.c.iv. below.  | To Be deleted  | As the scheduling is govern by RLDC and Transmission Lines are managed by POSOCO, then such liability for performance on BESSD is unjustifiable.   | Tender conditions remain unchanged.  |
| 20  |            |               |  |  | Since there is no solar plant in this RFP as like the earlier ones, how will the charging power be provided to the BESS infra & How can it be Measure  | Arrangement of charging power is under the scope of the Buying Entity  |
| 21  |            |               |  |  | What is the uptime requirement for the system  | It shall mean minimum Availability as indicated in then RIS  |

|  |     |               |  |   |  |   |
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| 22   |     |               |  |   | Is there is a minimum guarantee in terms of power offtake from the BESS system   | Energy ownership lies with the Buying Entity. The BESSD's obligation shall be limited to making the system available in line with the performance criteria of the RIS |
| 23   | R/S | 32            | 28 Validity of the Response to RIS<br>The Bidder shall submit the response to RIS which shall remain valid up to the date as on <b>12 months</b> from the last date of submission of response to RIS ("Bid Validity").   | 28 Validity of the Response to RIS<br>The Bidder shall submit the response to RIS which shall remain valid up to the date as on <b>6 months</b> from the last date of submission of response to RIS ("Bid Validity").   | Considering the Industry Dynamics and fluctuating nature of Project Cost, we suggest and request SECI to kindly reduce the Bid validity duration from 12 months to 6 months.   | Tender conditions remain unchanged.   |
| 24   | R/S | 3.2           | .....This RIS 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 RIS and the required performance criteria under the RIS and BESPA..   |   | Kindly confirm if bidder can change the technology during the execution of BESPA period.   | Yes, subject to the alternative belonging the Battery technology segment  |
| 25   | R/S | 4.3           | For a specified Contracted Capacity, any oversizing of the BESS over the minimum rated Energy capacities required under this RIS is left to the discretion of the BESSD.   |   | Kindly confirm if SECI will be provide the additional charging power for the oversized system.   | No.   |
| 26   | R/S | 7.1           | The Delivery Point for the Project shall be the 400kV Fatehgarh (ATL) PS, Rajasthan. The Project should be designed for interconnection with the ISTS network in accordance with the prevailing CERC regulations in this regard.   |   | Kindly confirm that the ISTS Substation referred in this clause is Fatehgarh I.  |   |
| 27   | R/S | 7.1           | The Delivery Point for the Project shall be the 400kV Fatehgarh (ATL) PS, Rajasthan. The Project should be designed for interconnection with the ISTS network in accordance with the prevailing CERC regulations in this regard.   |   | Kindly confirm<br>1) if any particular quantum of connectivity is fixed at this substation for this project.<br>2) if any bay is fixed for connectivity at this substation<br>3) is there any bay allocated at this SS or whether the BESSD required to develop the bay.   | The substation details are available on CTU's website. Further clarifications in this regard may be obtained from the CTU   |
| 28   | R/S | 7.1           | The Delivery Point for the Project shall be the 400kV Fatehgarh (ATL) PS, Rajasthan. The Project should be designed for interconnection with the ISTS network in accordance with the prevailing CERC regulations in this regard.....<br>Minimum voltage for interconnection at the ISTS shall be 400 kV. BESSD shall also comply with the requirements mentioned in the First Time Charging (FTC) regulations/rules issued by the Government, as amended from time to time. The term "ISTS network/substation wherever indicated in the RIS/BESPA/BESSA shall also refer to the "CTU network", wherever applicable.  |   | As a single bay is only allocated at the particular substation and considering that there is a possibility that the project may be awarded to multiple bidders. How will the connectivity will be utilised at substation.  |   |
| 29   | R/S | 7.1           | The Delivery Point for the Project shall be the 400kV Fatehgarh (ATL) PS, Rajasthan. The Project should be designed for interconnection with the ISTS network in accordance with the prevailing CERC regulations in this regard.....<br>Minimum voltage for interconnection at the ISTS shall be 400 kV. BESSD shall also comply with the requirements mentioned in the First Time Charging (FTC) regulations/rules issued by the Government, as amended from time to time. The term "ISTS network/substation wherever indicated in the RIS/BESPA/BESSA shall also refer to the "CTU network", wherever applicable.  |   | Considering the current BESPA tenure of 12 years, Kindly confirm if the BESSD will be allowed to keep the connectivity for the project beyond 12 years as well or not.   | Term of the Connectivity shall be governed by the applicable rules and regulations governing the connectivity granted to the BESSD                                    |
| 30   | R/S | 7.1           | The Delivery Point for the Project shall be the 400kV Fatehgarh (ATL) PS, Rajasthan. The Project should be designed for interconnection with the ISTS network in accordance with the prevailing CERC regulations in this regard.....<br>Minimum voltage for interconnection at the ISTS shall be 400 kV. BESSD shall also comply with the requirements mentioned in the First Time Charging (FTC) regulations/rules issued by the Government, as amended from time to time. The term "ISTS network/substation wherever indicated in the RIS/BESPA/BESSA shall also refer to the "CTU network", wherever applicable.  |   | We request SECI and CTU to kindly consider the bay at ISTS SS in CTU scope considering that multiple bidders may secure the project capacity under this bid and it will be difficult for sharing of the cost of bay if BESSDs will develop bay at CTU SS end.  | Bay construction shall be governed by applicable rules and regulations  |
| 31   | R/S | 7.1.1         | The responsibility of obtaining the General Network Access (GNA) under the Central Electricity Regulatory Commission (Connectivity and General Network Access to the Inter-State Transmission System) Regulations, 2022 vests with the Buying Entity. It is further clarified that the Entities (BESSD and Buying Entity) as indicated in the Detailed Procedure issued under the above Regulation, will be responsible for their respective obligations as notified in the applicable Regulations irrespective of the provisions of the RIS and BESPA and BESSA.  |   | As BESSD will draw power from grid for charging purpose. Accordingly, SECI may please confirm if BESSD required to take the GNA for same or not.   | The same shall be governed by applicable rules and regulations  |
| 32   | R/S | 8.1 (a)       | 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 (RE) of the system). At least one full charging cycle must occur between 10:00 AM and 4:00 PM.<br>Illustration: For a Contracted Capacity of 200 MW/400 MWh, assuming an RE of 85%, SECI shall supply charging power to the tune of 470.58 MWh, to expect a discharge of 400 MWh as per the desired schedule.  |   | Kindly confirm that during 10:00 AM to 4:00 PM, a complete charging and discharging will be done.  | The clause is self explanatory  |
| 33   | R/S | 8.1 (a)       | Energy scheduled for discharge in a given cycle during a year shall be more than or equal to the Min. Discharging from the BESS is not allowed between 10:00 AM and 2:00 PM of each day. Dispatchable Energy Capacity at the End of Year as specified in Clause 8.1.4.i.v. below, and shall be limited to the quantum specified for the immediately previous year, as specified in Clause 8.1.c.iv. below.<br>For example, during the 3rd Year after COD, the energy scheduled for discharge from 200 MW/400 MWh capacity shall be more than or equal to 200x0.925x2 = 370 MWh and less than or equal to 200x0.95x2=380 MWh.                                   |   | As per bidder understanding, the buying entity can charge the plant during the 10:00 AM to 2:00 PM.  | Yes   |
| 34   | R/S | 8.1 (C) (iii) | The BESSD shall guarantee a minimum AC to AC roundtrip efficiency (RE) of 85% for the system on monthly basis. The BESSD shall be liable for Liquidated Damages to the off-taker, if any, on account of excess conversion losses, based on the following conditions:   |   | We request SECI to kindly consider a fixed tariff for the calculation of penalties under this bid. Additionally, please confirm if the APPC rate should be considered as per CERC or the Buyer region. In case if the APPC tariff is considered as per the Buying entity, it would not be possible for BESSD to consider basic rate. | Tender conditions remain unchanged  |
| 35   | R/S | 8.1 (C) (iii) | The BESSD shall take separate, metered connection for the Auxiliary Power load of BESS.  |   | We request SECI to kindly allow BESSD to setup the solar plant as well for fulfillment of auxiliary consumption.   | Arrangement of power for auxiliary consumption is under scope of the BESSD.   |
| 36   | R/S | 9.2 (a)       | In case of Project capacity upto (and including) 250 MW, the Scheduled Commissioning Date (SCD) for commissioning of the full Project capacity shall be the date as on 18 months from the Effective Date of BESPA (for e.g. if Effective Date of the BESPA is 05.10.2024, then SCD shall be 05.04.2026).   |   | We request seci to kindly consider the SCD timelines as 24 months from effective date as the Bay readiness at CTU SS and delivery of BESS required time. Therefore, period of 24 months is appropriate.  | Tender conditions remain unchanged.   |
| 37   | R/S | 10.00         | Delay in Commissioning on Account of Delay in readiness of ISTS evacuation infrastructure/Start Date of Connectivity   |   | We request to kindly add provisions of delay in start date of connectivity as well in this clause.   | Kindly refer Clause 10 of the RIS.  |
| 38   | R/S | 18.1          | Earnest Money Deposit (EMD) of INR 3,41,000 / MWh (Rupees Three Lakhs and Forty-One Thousand only/MWh) per Project corresponding to the quoted capacity, in the form of Bank Guarantee according to Format 7.3.A and valid for 12 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected.   |   | We request SECI to kindly consider the surety bonds as one of the valid formats towards security such that bidder can furnish / arrange the EMD/PBG through insurance companies and utilize the limits suitably.<br>The same has already been allowed by NHPIC in their current bids of Solar/FDRE as well.                          | Tender conditions remain unchanged.   |
| 39   | R/S | 19.1          | Bidders selected by SECI based on this RIS shall submit Performance Bank Guarantee (PBG) for a value @ INR 8,52,500/MWh (Rupees Eight Lakhs Fifty-Two Thousand and Five Hundred only/MWh) per Project corresponding to the Contracted Capacity, prior to signing of BESPA.   |   | We request SECI to kindly consider the surety bonds as one of the valid formats towards security such that bidder can furnish / arrange the EMD/PBG through insurance companies and utilize the limits suitably.<br>The same has already been allowed by NHPIC in their current bids of Solar/FDRE as well.                          | Tender conditions remain unchanged.   |
| 40   | R/S | 20.1          | Success Charges: The Selected Bidder shall have to pay INR 1,00,000 / MW (Rupees One Lakh/MW) + GST, corresponding to the Contracted Capacity awarded as per the LoA, to SECI towards administrative overheads, Project monitoring activities, coordination with State Authorities and others, DISCOM/CTU, pre-commissioning and commissioning expense, etc. 1st installment of the Success Charges, i.e. 50% of the above amount shall be paid to SECI within 30 days after issuance of LoA, and remaining 50% amount (i.e. the 2nd installment of the Success Charges) shall be paid prior to signing of BESPA (BESPA signing date to be intimated by SECI). |   | We request SECI to kindly keep the timelines to pay full success charge prior to signing of BESPA as it will enable BESSD to maintain the project cash flow.   | Tender conditions remain unchanged.   |
| 41   | R/S | 22.8          | The BESSD will be free to replenish the battery capacity from time to time during the Term of the BESPA at its cost and expense to meet the performance criteria. However, SECI will be obligated to off-take capacity only within the performance range as specified in the BESPA and at the charges applicable as per the existing agreements. Any excess supply will be dealt as per provisions of the BESPA.   |   | Kindly confirm if bidder can use the different technology BESS at time of repower or mix of technologies in plant.   | Yes, subject to the alternative belonging the Battery technology segment  |
| 42   | R/S | 8.1.c.iii.    | The BESSD shall take separate, metered connection for the Auxiliary Power load of BESS.  |   | Can we take the Auxiliary Power for BESS from the ISTS Sub-Station Auxiliary System, through a separate Aux. Meter connection.   | Arrangement of power for auxiliary consumption is under scope of the BESSD.   |
| 43   | R/S | 8.1.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:  | Please provide some tolerance for variance w.r.t. the degradation pattern, as for a period of 12 years large chances are there for unanticipated and unforeseen events  |  | Tender conditions remain unchanged  |
| 44   | R/S | 8.1.c.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.   | We would request SECI to kindly confirm if the off taker would follow a Day Ahead Scheduling or Same Day scheduling for this project. This would help us to model the availabilities of the proposed BESS asset in a better way & account for the associated risks  |  | Tender conditions remain unchanged  |
| 45   | R/S | 8.2           | In case the BESSD fails to meet the monthly RE demonstration as per Clause 8.1.d.iii above, additional Liquidated Damages for the unavailability of the required minimum RE shall be applicable for the entire month.  | Given clause mentions that in case of drop in monthly demonstration of RTE, additional LD for the Availability shall also be levied. This is a case of double penalization as the developer shall anyway pay the penalty for RTE shortfall. Hence we request SECI to kindly remove the double penalization & levy only LD defined for drop in RTE |  | Tender conditions remain unchanged  |
| Note: All the queries received from various prospective bidders have been scrutinized and have been tried to be answered comprehensively. In case of any query not published here and is not covered under the Amendments issued to the RIS, it shall be construed in such cases, tender conditions shall prevail. |     |               |  |   |  |   |