SJVN Limited

(A Joint Venture of Govt. of India & Govt. of Himachal Pradesh)
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AMENDMENT No.1 dated 15.06.2026
To RfS No.: SJVN/CC-Delhi/REIA/2025/PSP-1 dated 10.12.2025

Request for Selection (RfS) Document For Selection of Pumped Storage Projects Developers for Supply of 2000 MW/16000 MWh Energy Storage Capacity from Pumped Storage Power Projects in India under under Tariff-Based Competitive Biding" (RfS No. : SJVN/CC-Delhi/REIA/2025/PSP-1 dated 10.12.2025, TSC: SJVN-2025- TN0000018

Sr. No.	Document	Clause No.	Existing Clause	Amended Clause
1.	The subject of the RfS shall be read as "***RfS for Selection of Pumped Storage Projects Developers for Supply of 2000 MW /16000 MWh Energy Storage Capacity from Pumped Storage Power Projects in India under TBCB***" and the relevant provisions shall stand amended to the above extent. **REMARKS: BIDDER SHALL BE REQUIRED TO INCORPORATE THE ABOVE CHANGE IN THE FORMS AND FORMATS AND SUBMIT THE SAME ALONG WITH ITS BID.**			
2.	**RfS**	**1.1.7**	The Scope of Works of PSP Project developer(s) shall include ……. The Pumped Storage Project should be commissioned within a period of 5 years from the date of issuance of LOA by SJVN which includes 1 to 1.5 years for DPR / Land Acquisition / Studies / Detailed Engineering etc. and 3.5 to 4 Years of Construction period (Total Maximum as 5 Years).	The Scope of Works of PSP Project developer(s) shall include ……. The Scheduled Commencement of Supply of power Date (SCSD) for the full contracted capacity shall be the date as on **36 months from the Effective Date of the PPA for at least 50 % capacity** and 42 months from the Effective Date of the PPA for 100 % capacity.
3.	**RfS**	**1.1.9**	Power procured by SJVN from the above Projects has been provisioned to be sold to the different Buying Entities of India. The details of Buying Entities shall be intimated later. SJVN shall at its discretion be entitled to substitute any entity in other states only for selling the power procured from the selected Bidders. SJVN shall be an intermediary nodal agency/procurer for procurement of power supplied by the Pumped Storage Project Developer (PSPD)/Pumped Storage Projects (PSPs) and sale of such power to the Buying Entity(ies) entirely on back-to-back basis, based on due performance by the Pumped Storage Project Developer (PSPD) as well as the Buying Entity(ies)	**Energy Storage Capacity**-procured by SJVN from the above Projects has been provisioned to be sold to the different Buying Entities of India. The details of Buying Entities shall be intimated later. SJVN shall at its discretion be entitled to substitute any entity in other states only for selling the **Energy Storage Capacity** procured from the selected Bidders. SJVN shall be an intermediary nodal agency/procurer for procurement of **Energy Storage Capacity** supplied by the Pumped Storage Project Developer (PSPD)/Pumped Storage Projects (PSPs) and sale of such **Energy Storage Capacity** to the Buying Entity(ies) entirely on back-to-back basis, based on due performance by the Pumped Storage Project Developer (PSPD) as well as the Buying Entity(ies).
4.	**RfS**	**1.3 (Pt. 7)**	Amount: INR 11.10 Lakh/- (**Indian Rupees Ten Lakh Eighty-Two Thousand only**) per MW per Project, subject to maximum INR 25 Cr, to be submitted in the form of Bank Guarantee/PoI/Insurance Surety Bond along with the response to RfS.	Amount: INR 11.10 Lakh/- (**Indian Rupees Eleven Lakhs Ten Thousand only**) per MW per Project, subject to maximum INR 25 Cr, to be submitted in the form of Bank Guarantee/PoI/Insurance Surety Bond along with the response to RfS.

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5.	**RfS**	**1.1.6**	SJVN hereby invites proposals from the eligible Bidders for "Request for Selection (RfS) Document for Selection of Pumped Storage Projects Developers for Supply of 2000 MW Energy Storage Capacity (**For 8 Hours discharge with maximum 5 Hours continuous discharge**) from Pumped Storage Power Projects in India under Tariff-based Competitive Bidding" on Build Own Operate (BOO) basis for a period of 40 years.	SJVN hereby invites proposals from the eligible Bidders for **"*Request for Selection (RfS) Document for Selection of Pumped Storage Projects Developers for Supply of 2000 MW /16000 MWh Energy Storage Capacity from Pumped Storage Power Projects in India under Tariff-based Competitive Bidding" on Build Own Operate (BOO) basis for a period of 40 years*.**
6.	**RfS**	**1.1.13**	Contracted Capacity in MW is the Capacity of the Pumped hydro storage system in MW contracted with Procurer for supply by the Bidder to Procurer at the Delivery Point from the Project. However, Contracted Capacity can be less than or equal to the total capacity of a Project and may be offered from the different Projects located in India from where PSPD intends to provide such capacity. A Bidder can offer projects at multiple locations subject to each project has minimum capacity of 50 MW.	Contracted Capacity in MW is the Capacity of the Pumped hydro storage system in MW contracted with Procurer for supply by the Bidder to Procurer at the Delivery Point from the Project. However, Contracted Capacity can be less than or equal to the total capacity of a Project and may be offered from the different Projects located in India from where PSPD intends to provide such capacity. A Bidder can offer projects at multiple locations subject to each project has minimum capacity of 50 MW **and bidder shall be quote the capacity in the multiple of Individual Unit Size (MW).** **For Example: If any PSP Project has 4 Units of Capacity 250 MW each, Bidder shall be allowed to quote the MW capacity in the multiples of 250 MW only i.e. 250 MW or 500 MW or 750 MW or 1000 MW.**.
7.	**RfS**	**1.2**	On behalf of SJVN Limited (SJVN), ONLINE e-Tender Enquiry under Single Stage Two Envelope Bidding Process (Technical Bid & Financial Bid) are hereby invited from the Pumped Storage project Developers (PSPDs) who are meeting the Qualification Requirements (QR) stipulated at Section IV for "Selection of Pumped Storage Projects Developers for Supply of 2000 MW Energy Storage Capacity (**For 8 Hours discharge with maximum 5 Hours continuous discharge**) from Pumped Storage Power Projects in India under Tariff-based Competitive Bidding" on Build-Own-Operate (BOO) basis. SJVN shall ……	On behalf of SJVN Limited (SJVN), ONLINE e-Tender Enquiry under Single Stage Two Envelope Bidding Process (Technical Bid & Financial Bid) are hereby invited from the Pumped Storage project Developers (PSPDs) who are meeting the Qualification Requirements (QR) stipulated at Section IV for "Selection of Pumped Storage Projects Developers for Supply of 2000 MW /16000 MWh Energy Storage Capacity from Pumped Storage Power Projects in India under Tariff-based Competitive Bidding" on Build-Own-Operate (BOO) basis. SJVN shall ……
8.	**RfS**	**2.59**	"**SCHEDULED COMMENCEMENT-OF-SUPPLY DATE (SCSD)**" shall mean in relation to the contracted capacity or the part of the contracted capacity shall mean the scheduled date(s) corresponding to the date of commencement of storage capacity indicated in Clause 6.8.2 of the RfS.	**"SCHEDULED COMMENCEMENT-OF-SUPPLY DATE (SCSD)"** shall mean in relation to the contracted capacity or the part of the contracted capacity shall mean the scheduled date(s) corresponding to the date of commencement of storage capacity indicated in **Clause 6.9.2** of the RfS.
9.	**RFS**	2.68:	New Definition	"UNIT" or "UNIT SIZE" or "UNIT CAPACITY" shall mean the rated electrical power output, expressed in megawatts (MW), of a single reversible pump-turbine generating unit of the Pumped Storage Plant/Project (PSP), measured at the generator terminals under specified rated head and design conditions, during continuous operation in generating mode. The summation of all the rated capacities of all units i.e. unit capacities shall be equal to the Project capacity.
10.	**RfS**	**2.65**	**TRADING MARGIN"** shall mean facilitation charges in the form of margin on procurement and supply of Contracted Capacity from the Energy Storage System from Pumped Storage Plant to the Buying Entity, under this RfS, and the same being charged by SJVN shall be 1% of the **Total Storage Cost** (expressed in INR/MW/annum).	**"TRADING MARGIN"** shall mean facilitation charges in the form of margin on procurement and supply of Contracted Capacity from the Energy Storage System from Pumped Storage Plant to the Buying Entity, under this RfS, and the same being charged by SJVN shall be 1% of the **Final AFC (expressed in INR/MW/annum) as defined in Clause 5.6.1 of RfS**.

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11.	**RfS**	**3.14.1 (ii)**	**Bank Guarantee** against EMD needs to be submitted in both online and offline modes. The Bidders will be required to submit the bank guarantee, either in person or through post, at the office of SJVN until the last date and time for submission of hard copy of document as mentioned at Cl. 1.3 of RfS and extensions of dates, if any. **Note**: In all cases, the Bank Guarantee against EMD (if applicable), shall be issued on or before the bid submission deadline. These instruments issued after the expiry of the deadline will be summarily rejected.	**Bank Guarantee/PoI/ISB** against EMD needs to be submitted in both online and offline modes. The Bidders will be required to submit the Bank Guarantee/PoI/ISB, either in person or through post, at the office of SJVN until the last date and time for submission of hard copy of document as mentioned at Cl. 1.3 of RfS and extensions of dates, if any. **Note**: In all cases, the Bank Guarantee/PoI/ISB against EMD (if applicable), shall be issued on or before the bid submission deadline. These instruments issued after the expiry of the deadline will be summarily rejected.
12.	**RfS**	**3.14.2(II)- Important Note (e)**	In case of submission of Bank Guarantee against EMD/POI/Insurance Surety Bond on online portal on or before the bid submission deadline, and non-submission of the hard copy of the Bank Guarantee to SJVN within the timeline specified for submission of hardcopy of the documents, its bid shall be rejected and not considered for further evaluation.	In case of submission of Bank Guarantee/POI/Insurance Surety Bond against EMD on online portal on or before the bid submission deadline, and non-submission of the hard copy of the Bank Guarantee**/POI/Insurance Surety Bond** to SJVN within the timeline specified for submission of hardcopy of the documents, its bid shall be rejected and not considered for further evaluation.
13.	**RfS**	**4.1.2**	Bidding Consortium with one of the Companies as the Lead Member. Consortium shortlisted and selected based on this RfS must necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of PPA, keeping the original shareholding of the Bidding Consortium unchanged. In case applications for multiple Projects have been made by a Consortium, separate Project Companies can be formed for each Project. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be the identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (Format 7.5).	Bidding Consortium with one of the Companies as the Lead Member. Consortium shortlisted and selected based on this RfS must necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of PPA, keeping the original shareholding of the Bidding Consortium unchanged or, **utilize an already registered company with the shareholding of this company being identical to the shareholding as per the Consortium Agreement submitted at the time of bid submission**. In case applications for multiple Projects have been made by a Consortium, separate Project Companies can be formed for each Project. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be the identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (Format 7.5).
14.	**RfS**	**4.1.5**	Limited Liability Partnership (LLPs) firms are not eligible for participation.	**Proprietorships, Partnerships, Trusts, NGOs**, and Limited Liability Partnership (LLPs) are not eligible for participation on an individual basis or as a part of a Consortium.
15.	**RfS**	**4.1.6**	A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated/acquired as a subsidiary Company of the successful Bidder for setting up of the Project, with at least 51% shareholding in the SPV which must be registered under the Indian Companies Act, 2013, before signing of PPA. Multiple SPVs may also be utilized for executing more than one Project.	A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated/acquired as a subsidiary Company of the successful Bidder **or through existing subsidiary Company of the Successful Bidder** for setting up of the Project, with at least 51% shareholding in the SPV which must be registered under the Indian Companies Act, 2013, before signing of PPA. Multiple SPVs may also be utilized for executing more than one Project.
16.	**RfS**	**4.2.4**	Bidder must have experience in developing infrastructure sector projects with total capital expenditure for all qualifying infrastructure projects undertaken in the last five (5) years as on the last date of bid submission must be equivalent to or more than the amount corresponding to the amount calculated at the rate of Rs 5.55 Crores/MW for the Quoted Capacity.	Bidder must have experience in developing infrastructure sector projects **as a Developer or an EPC Contractor** with total capital expenditure for all qualifying infrastructure projects undertaken in the last five (5) years as on the last date of bid submission must be equivalent to or more than the amount corresponding to the amount calculated at the rate of Rs 5.55 Crores/MW for the Quoted Capacity.

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			Minimum Capital Expenditure per Project:……. The Bidder(s) shall provide proof and credential as per Format – 7.9: Format for certificate from Statutory Auditor for Technical Criteria that demonstrates previous experience of execution of above infrastructure projects for capacity equivalent to that quoted by the Bidder under this RfS during the last five (5) years as on the last date of bid submission. Bidder shall also provide the work completion certificate/commissioning certificate in respect of the Infrastructure project completed.	Minimum Capital Expenditure per Project:……. The Bidder(s) shall provide proof and credential as per Format – 7.9: Format for certificate from Statutory Auditor/**Charted Accountant** for Technical Criteria that demonstrates previous experience of execution of above infrastructure projects for capacity equivalent to that quoted by the Bidder under this RfS during the last five (5) years as on the last date of bid submission. Bidder shall also provide the work completion certificate/commissioning certificate in respect of the Infrastructure project completed
17.	**RfS**	**4.3.1**	**iii)** The Net Worth of the Bidder should be equal to or greater than **INR 1.110 Crores/MW** of the quoted capacity, as on the last date of previous Financial Year, i.e. FY 2024-25 or as on the day at least 7 days prior to the bid submission deadline. In case of the Bidder being a SEBI registered AIF, the cumulative value of Assets Under Management (AUM) with minimum requirement as decided by SJVN shall be demonstrated. In this context, AUM shall mean the amount as certified by the Statutory Auditor of the AIF. In case the audited Annual accounts for FY: 2024-25 or for the period during FY 2024-25 for which Net Worth is submitted, is not available, Bidder(s) shall submit Net Worth Certificate from a practicing Chartered Accountant/Statutory Auditor to demonstrate fulfilment of above criteria. The net-worth/value of AUM to be considered for the above purpose will be the cumulative net-worth of the Bidder/AIF or consortium members. Except in the case of AIFs, the Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the Net Worth criteria as per the RfS. In case of the Bidder being a Bidding Consortium, any Member may meet the above criteria on the basis of financial capability of its Affiliate(s). In both cases, such Affiliates shall undertake to contribute the required equity funding and performance bank guarantees in case the bidder(s) fail to do so in accordance with the RfS. Further, the affiliate(s) shall maintain their status of Affiliate (as per the definition mentioned in these Guidelines) informed in the bid, until the Actual Commencement of Supply Date (ACSD) of the project. **iv)** Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and AUM or investible funds to be considered under this clause will be calculated in accordance with applicable SEBI (AIF) Regulations.	i) The Net Worth of the Bidder should be equal to or greater than **INR 1.110 Crores/MW** of the quoted capacity, as on the last date of previous Financial Year, i.e. FY 2024-25 or as on the day at least 7 days prior to the bid submission deadline. In case of the Bidder being a SEBI registered AIF, the cumulative value of Assets Under Management (AUM) with minimum requirement as decided by SJVN shall be demonstrated. In this context, AUM shall mean the amount as certified by the Statutory Auditor of the AIF. ii) In case the audited Annual accounts for FY: 2024-25 or for the period during FY 2024-25 for which Net Worth is submitted, is not available, Bidder(s) shall submit Net Worth Certificate from a practicing Chartered Accountant/Statutory Auditor to demonstrate fulfilment of above criteria. iii) The net-worth/value of AUM to be considered for the above purpose will be the cumulative net-worth of the Bidder/AIF or consortium members. Except in the case of AIFs, the Bidder may seek qualification on the basis of financial capability of its Affiliate(s) for the purpose of meeting the Net Worth criteria as per the RfS. In case of the Bidder being a Bidding Consortium, any Member may meet the above criteria on the basis of financial capability of its Affiliate(s). In both cases, such Affiliates shall undertake to contribute the required equity funding and performance bank guarantees in case the bidder(s) fail to do so in accordance with the RfS. Further, the affiliate(s) shall maintain their status of Affiliate (as per the definition mentioned in these Guidelines) informed in the bid, until the Actual Commencement of Supply Date (ACSD) of the project. iv) Net Worth to be considered for this clause shall be the total Net Worth as calculated in accordance with the Companies Act, 2013 and AUM or investible funds to be considered under this clause will be calculated in accordance with applicable SEBI (AIF) Regulations.

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18.	**RfS**	**4.3.2**	In order to ascertain that the Bidder has sufficient means to manage the fund requirements for the Project, the Bidder shall be required to demonstrate at least one of the following parameters: v) A minimum average annual turnover of **Rs. 1.665 Crores/MW (Rs. 1,66,50,000/MW**) of the quoted capacity during the last three Financial years ending on 31.03.2025, which should be evidenced by Audited Balance Sheet along with Profit & Loss account or a certificate issued by a practicing Chartered Accountant. In case the audited Annual accounts for FY: 2024-25 is not available, Bidders shall submit Annual turnover certificate for FY: 2024-25 from a practicing Chartered accountant/Statutory Auditor to demonstrate fulfillment of above criteria. 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. vi) Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) for a minimum amount of **INR 33.30 Lakhs /MW (Rs.33,30,000/MW**) of the quoted capacity, as on the last date of previous FY, 2024-25. Incase the audited Annual accounts for FY: 2024-25 is not available, Bidders shall submit PBDIT Certificate from a practicing Chartered Accountant/Statutory Auditor to demonstrate fulfilment of above criteria. **(v)** In-principle sanction letter from the lending institutions/ banks of the Bidder, committinga Line of Credit for a minimum amount of **INR 39.64 Lakhs/MW (Rs.39,64,000/MW)** ofthe quoted capacity, towards meeting the working capital requirement of the project quotedunder this RfS. Such letter can also be obtained by the Affiliate(s) of the Bidder.	In order to ascertain that the Bidder has sufficient means to manage the fund requirements for the Project, the Bidder shall be required to demonstrate at least one of the following parameters: i) A minimum average annual turnover of **Rs. 1.665 Crores/MW (Rs. 1,66,50,000/MW**) of the quoted capacity during the last three Financial years ending on 31.03.2025, which should be evidenced by Audited Balance Sheet along with Profit & Loss account or a certificate issued by a practicing Chartered Accountant. In case the audited Annual accounts for FY: 2024-25 is not available, Bidders shall submit Annual turnover certificate for FY: 2024-25 from a practicing Chartered accountant/Statutory Auditor to demonstrate fulfillment of above criteria. 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. ii) Internal resource generation capability, in the form of Profit Before Depreciation Interest and Taxes (PBDIT) for a minimum amount of **INR 33.30 Lakhs /MW (Rs.33,30,000/MW**) of the quoted capacity, as on the last date of previous FY, 2024-25. Incase the audited Annual accounts for FY: 2024-25 is not available, Bidders shall submit PBDIT Certificate from a practicing Chartered Accountant/Statutory Auditor to demonstrate fulfilment of above criteria. iii) In-principle sanction letter from the lending institutions/ banks of the Bidder, committinga Line of Credit for a minimum amount of **INR 39.64 Lakhs/MW (Rs.39,64,000/MW)** ofthe quoted capacity, towards meeting the working capital requirement of the project quotedunder this RfS. Such letter can also be obtained by the Affiliate(s) of the Bidder.
19.	**RfS**	**5.3.1**	In this step evaluations of Technically Qualified Bids shall be done based on the "First Round Tariff", quoted by the Bidder in terms of Total Storage Cost discovered (expressed in INR/MW/annum) in the Electronic Form of Financial Bid.	In this step evaluations of Technically Qualified Bids shall be done based on the "First Round Tariff", quoted by the Bidder in terms of **Total Storage Cost (expressed in INR/MW/annum) determined as per clause 5.3.3 based on Annual Fixed Charges (AFC) and Cycle Loss (CL) quoted by the bidder in the Electronic Form of Financial Bid.**
20.	**RfS**	**5.3.3**	The Bidder including its Parent, Affiliate or Ultimate Parent---------- **Note:** Energy storage Annual Availability shall be taken 95% as the minimum availability to be ensured for a year. The Bidders will have to submit Technical bids----------	The Bidder including its Parent, Affiliate or Ultimate Parent---------- **Note:** Energy storage Annual Availability shall be taken **90%** as the minimum availability to be ensured for a year. The Bidders will have to submit Technical bids----------

Sr. No.	Document	Clause No.	Existing Clause	Amended Clause
21.	**RfS**	**6.1 (i)**	Under this RfS, the Pumped Storage Project Developer (PSPD) shall be…… Under this RfS, the Selected Bidder/PSPD shall be required to provide a Pumped Hydro Project-based Energy Storage System (ESS), with the primary objective of making the energy storage facility available to the Buying Entity(ies) for charging and discharging of electricity up to the contracted capacity (total cumulative contracted capacity of 2000 MW) capable of **8 Hours discharge with maximum 5 Hours continuous** discharge from PSP(s). **The input energy for charging shall be provided by the Buying Entity(ies) at Delivery Point up to the declared Cycle Loss.**	Under this RfS, the Pumped Storage Project Developer (PSPD) shall be…… Under this RfS, the Selected Bidder/PSPD shall be required to provide a Pumped Hydro Project-based Energy Storage System (ESS), with the primary objective of making the energy storage facility available to the Buying Entity(ies) for charging and discharging of electricity up to the contracted capacity (total cumulative contracted capacity of 2000 MW) capable of **8 Hours discharge with minimum 6 Hours continuous discharge** from PSP(s). **The input energy for charging shall be provided by the Buying Entity(ies) in steps of 100% of the rated unit-wise capacity (in MW) upto the contracted capacity at Delivery Point up to the declared Cycle Loss.**
22.	**RfS**	**6.1 (iii)**	**Power** procured by SJVN from the above Projects has been provisioned to be sold to the different Buying Entities of India. The details of Buying Entities shall be intimated later.	**Energy Storage Capacity** procured by SJVN from the above Projects has been provisioned to be sold to the different Buying Entities of India. The details of Buying Entities shall be intimated later.
23.	**RfS**	**6.2**	vi) Selection of "Project Developer" or "Developer" or "Pumped Storage project Developer (PSPD)" or "PSP Power Generator (PSPG) for supply of 2000 MW power from ISTS-connected PSP Power Projects in India with will be carried out online Tariff Based Competitive Bidding Process (followed by a E-Reverse Auction). The total capacity of 2000 MW will be awarded for injection at ISTS substations in India as per the terms and condition specified in the RfS Document. vii) The term "Project" shall have the meaning as defined in Section-II of the RfS, and shall refer to the Project capacity as quoted by the Bidder (at the time of bidding)/awarded to the Bidder (after issue of LoA). viii) PSP Power Projects are required to be designed for interconnection with the ISTS substation at voltage level of 220 kV or above. ix) The minimum Project size of a single PSP Power Project shall be **50 MW** to be interconnected at the Delivery Point and the aggregate capacity of PSP projects selected through this RfS will be **2000 MW.** The maximum capacity to be quoted by a Bidder should not **exceed 2000 MW**. x) The successful Bidder/ Developer shall be required to provide energy storage capacity quoted by him from PSP and required to sign PPA with SJVN. The capacity offered under this Tender shall be capable of **8 Hours discharge with maximum 5 hours continuous discharge on daily basis.**	i) Selection of "Project Developer" or "Developer" or "Pumped Storage project Developer (PSPD)" or "PSP Power Generator (PSPG) for supply of 2000 MW/16000 MWh power from ISTS-connected PSP Power Projects in India will be carried out through online Tariff Based Competitive Bidding Process (followed by a E-Reverse Auction). The total capacity of 2000 MW will be awarded for injection at ISTS substations in India as per the terms and condition specified in the RfS Document. ii) The term "Project" shall have the meaning as defined in Section-II of the RfS, and shall refer to the Project capacity as quoted by the Bidder (at the time of bidding)/awarded to the Bidder (after issue of LoA). iii) PSP Power Projects are required to be designed for interconnection with the ISTS substation at voltage level of 220 kV or above. iv) The minimum Project size of a single PSP Power Project shall be **50 MW** to be interconnected at the Delivery Point and the aggregate capacity of PSP projects selected through this RfS will be **2000 MW.** The maximum capacity to be quoted by a Bidder should not **exceed 2000 MW**. v) The successful Bidder/ Developer shall be required to provide energy storage capacity quoted by him from PSP and required to sign PPA with SJVN. The capacity offered under this Tender shall be capable of **8 Hours discharge with minimum 6 hours continuous discharge on daily basis.**

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			xi) The capacity (in MW) quoted by the Bidders in the Covering Letter (and the LoA issued by SJVN) shall mean "Contracted Capacity." However, Contracted Capacity can be less than or equal to the total capacity of a Project and maybe offered from the different Projects located in India from where PSPD intends to provide such capacity. xii) A single tariff shall be quoted by the Bidder for its response to RfS, irrespective of the number of Projects and each Project configuration. i) A Single Power Purchase Agreement shall be signed for one Project. The PSPD shall be responsible for obtaining Connectivity for each Project. ii) The PSP project location/configuration will be submitted by the Bidder at the time of bid submission, and it shall remain unchanged after submission of bids. In case the rated capacities of the PSP project are increased subsequent to the above deadline/beyond S CSD and such addition of PSP Capacity leads to any additional transmission/other charges upon Procurer, as per the applicable regulations, then such additional transmission/other charges shall be borne by the PSPD.	vi) The capacity (in MW) quoted by the Bidders in the Covering Letter (and the LoA issued by SJVN) shall mean "Contracted Capacity." However, Contracted Capacity can be less than or equal to the total capacity of a Project and maybe offered from the different Projects located in India from where PSPD intends to provide such capacity. vii) A single tariff shall be quoted by the Bidder for its response to RfS, irrespective of the number of Projects and each Project configuration. viii) A Single Power Purchase Agreement shall be signed for one Project. The PSPD shall be responsible for obtaining Connectivity for each Project. ix) The PSP project location/configuration will be submitted by the Bidder at the time of bid submission, and it shall remain unchanged after submission of bids, subject to provision under clause 6.5 (v) of RfS. In case the rated capacities of the PSP project are increased subsequent to the above deadline/beyond SCSD and such addition of PSP Capacity leads to any additional transmission/other charges upon Procurer, as per the applicable regulations, then such additional transmission/other charges shall be borne by the PSPD.
24.	**RfS**	**6.3.2(ix)**	DPR approval.	**DPR approval (if applicable as per extant guidelines/regulations of the Govt Agency(ies)/Government of India).**
25.	**RfS**	**6.5(v)**	New Clause Added	It may be noted that the offered PSP Project may be relocated by the PSPD until Financial Closure. Implications of any delay in obtaining connectivity and subsequently, compliance with financial closure/commencement of supply of power on account of the above, will be borne by the PSPD. In case any change in project location by the PSPD during the project construction period results in any modification in the GNA to be taken by the Buying Entity, any additional charges/ penalties payable by the Buying Entity in this regard shall be borne by the PSPD. However, such location(s) should be chosen taking cognizance of the provision as per Clause 6.6 of the RfS.
26.	**RfS**	**6.6.1**	The Project should be designed for interconnection with the ISTS in accordance with the prevailing CERC regulations in this regard. The point of delivery of power during generation mode and the point of drawl of charging energy shall be at the Delivery Point. The arrangement of connectivity can be made by the PSPD through a transmission line upto the Interconnection Point at ISTS. The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the Project up to and including at the Interconnection Point at ISTS will be borne by the PSPD.	The Project should be designed for interconnection with the **ISTS** in accordance with the prevailing CERC regulations in this regard. The point of delivery of power during generation mode and the point of drawl of charging energy shall be at the Delivery Point. The arrangement of connectivity can be made by the PSPD through a transmission line upto the Interconnection Point at **ISTS** The entire cost of transmission including cost of construction of line, wheeling charges, SLDC/Scheduling charges, SOC, MOC, maintenance, losses etc. and any other charges from the Project up to and including at the Interconnection Point at ISTS will be borne by the PSPD. **It is also clarified that in case the project is located in the state of the Buying Entity, the interconnection at InSTS level shall also be allowed and in such case, the prevailing CERC/SERC regulations shall be applicable.**

Sr. No.	Document	Clause No.	Existing Clause	Amended Clause
27.	**RfS**	**6.6.5**	The Bidder(s) shall be required to apply for connectivity at the identified ISTS substations within 30 days of Signing of PPA. The responsibility of getting the ISTS connectivity, Long-Term Access (LTA) and General Network Access (GNA) shall entirely be on and at the cost of the Bidder.	**The Selected Bidder(s) shall be required to submit the application for In Principle grant of connectivity at the identified ISTS substations having the start date of connectivity commensurate with the SCSD of the Project, before the signing of PPA/ESPA.** **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.**
28.	**RfS**	**6.6.8**	The transmission connectivity to the PSPD may be provided by the CTU/STU, as the case may be, prior to commissioning of the project on the request of the PSPD, to facilitate testing and allow flow of infirm power generated into the grid to avoid wastage of power.	The transmission connectivity to the PSPD may be provided by the CTU/STU, as the case may be, prior to commissioning of the project on the request of the PSPD, to facilitate testing and allow flow & **Sale** of infirm power generated into the grid to avoid wastage of power.
29.	**RfS**	**6.6.10**	The PSPD shall comply with CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to Connectivity. The scheduling of the power from the Project as per the applicable regulation shall be the responsibility of the PSPD and any financial implication on account thereof shall be borne by the PSPD. For deviations from schedule, the DSM (Deviation Settlement Mechanism) shall be applicable as per the prevailing regulations. The DSM charges at the generator ends shall be settled by the PSPD. Total generation from the PSP projects shall be governed as per the provisions of the applicable Guidelines/ Regulations / Orders. In order to remove potential discrepancies and ambiguities, the PSPDs are hereby instructed that, as part of scheduling of power from the Project, they will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces of all the RLDCs concerned for the corridor of power flow, including the RLDC of the Buying Entity/ Discom, as per the Regulations in force, under intimation to SJVN.	The PSPD shall comply with CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable and are responsible for all liabilities related to Connectivity. **The scheduling of power to/from the Project as per the applicable regulation shall be decided by the Buying Entity. DSM penalties, if any, shall be levied separately on the respective entities as applicable** as per the prevailing regulations**, at their respective ends for the charging and discharging activities**. Total generation from the PSP projects shall be governed as per the provisions of the applicable Guidelines/ Regulations / Orders. In order to remove potential discrepancies and ambiguities, the PSPDs are hereby instructed that, as part of scheduling of power from the Project, they will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces of all the RLDCs concerned for the corridor of power flow, including the RLDC of the Buying Entity/ Discom, as per the Regulations in force, under intimation to SJVN.
30.	**RfS**	**6.6.11**	**Reactive power charges and charges against power drawn from grid as per CERC/SERC regulations, shall be payable by PSPD**. Pursuant to Clause 6.6.5 above, the Buying Entity will be responsible for obtaining General Network Access (GNA), all transmission charges and losses and any other charges as applicable under the respective regulations beyond Delivery Point and up to the drawl point.	**Reactive power charges shall be on account of the Buying Entity/PSPD at their respective ends during Charging and Discharging, as per CERC/SERC regulations**. Pursuant to Clause 6.6.5 above, the Buying Entity will be responsible for obtaining General Network Access (GNA), all transmission charges and losses and any other charges as applicable under the respective regulations beyond Delivery Point and up to the drawl point.
31.	**RfS**	**6.6.13**	New Clause added	The Bidders are free to choose the ISTS substations for Interconnection of the Project to the Grid on a pan-India basis. While doing so, the Bidders shall apply due diligence while choosing the proposed substation, and may choose their substations from any one of the following options: i. Existing substations having available margin as indicated by the respective substation owner. ii. Existing substations/ substations under construction where augmentation is under process or plans for augmentation have been announced.

Sr. No.	Document	Clause No.	Existing Clause	Amended Clause
				iii. Substations approved under the updated plan made available by the CTU on its website, https://www.ctuil.in/renewable-energy, subject to availability of requisite margin for grant of connectivity. Bids indicating substations outside the above choices will be liable for rejection. **The substation being chosen in line with S. No. i, ii, iii above, should have a scheduled commissioning date falling on or before 30th June, 2030, as on bid submission deadline.** The Bidder is required to provide proof in this regard at the time of bid submission, as part of Format-7.1 of the RfS.
32.	**RfS**	**6.7.1**	The minimum Annual Availability of the project shall be 95%. Planned maintenance shutdown, if any, is to be informed to SJVN and the Buying Entity at least 1 month prior to such planned maintenance shutdown. Developer should take Planned Maintenance Shutdown in lean demand period of Buying Entity and in consultation with Buying Entity.	The minimum Annual Availability of the project shall be **90%**. Planned maintenance shutdown, if any, is to be informed to SJVN and the Buying Entity at least 1 month prior to such planned maintenance shutdown. Developer should take Planned Maintenance Shutdown in lean demand period of Buying Entity and in consultation with Buying Entity. **The Planned Maintenance hours shall be included in the calculation of Annual Availability.**
33.	**RfS**	**6.7.2**	The PSPD shall demonstrate a minimum round-trip efficiency of 75% for each charging-discharging cycle. The PSPD shall also ensure yearly round trip efficiency as declared during Bid (Format 7.10). Daily/Monthly/Yearly Efficiency of ESS system shall be demonstrated by PSPD and automatically logged in configured performance monitoring system of ESS facility. Incoming and outgoing energy at delivery point shall be measured with ABT class meters. The efficiency shall be measured as follow, Efficiency (%) = (Gout/ Gin) x 100 Where Gin and Gout are the total cumulative incoming and outgoing energy measured during one complete charge-discharge cycle. Yearly Efficiency (%) = Average of all Efficiency (%) over period of one year**.**	The PSPD shall demonstrate a minimum round-trip efficiency of 75% for each charging-discharging cycle. The PSPD shall also ensure yearly round trip efficiency as declared during Bid (Format 7.10). Daily/Monthly/Yearly Efficiency of ESS system shall be demonstrated by PSPD and automatically logged in configured performance monitoring system of ESS facility. Incoming and outgoing energy at delivery point shall be measured with ABT class meters. The efficiency shall be measured as follow, Efficiency (%) = (Gout/ Gin) x 100 Where Gin and Gout are the total cumulative incoming and outgoing energy measured during one complete charge-discharge cycle. Yearly Efficiency (%) = Average of all Efficiency (%) over period of one year**.** **<u>Remarks</u>** **i. Gin and Gout 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.** **ii. The PSPD shall take separate, metered connection for the Auxiliary Power load of PSP. Cost of Auxiliary power shall be borne by the PSPD as per the concerned Central/State regulations.** **OR** **The PSPD can draw auxiliary power from Interconnection point. Separate meter would be arranged by PSPD to measure auxiliary consumption which will be billed by Buying Entity. Arrangement of power for auxiliary consumption is under scope of the PSPD.**

Sr. No.	Document	Clause No.	Existing Clause	Amended Clause
				iii. The input energy for charging shall be provided by the Buying Entity(ies). **iv. All auxiliary consumption shall be deemed included in the RTE calculation.**
34.	**RfS**	**6.7.3**	The PSPD shall maintain a minimum of 95% availability of Pumped Storage Project Energy Storage System (ESS) on an annual basis. Availability of the Contracted Capacity shall mean the ability of the PSPD to execute a function i.e. charging or discharging, when called upon to do so as per the schedule, subject to the minimum system ratings specified herein. The Annual availability shall commence from the date of signing of PPA and shall be calculated as below: ESS Annual Availability= Average of the ESS Daily availability over the year. "Availability (MW)" is the capability of the Project……	The PSPD shall maintain a minimum of **90%** availability of Pumped Storage Project Energy Storage System (ESS) on an annual basis. Availability of the Contracted Capacity shall mean the ability of the PSPD to execute a function i.e. charging or discharging, when called upon to do so as per the schedule, subject to the minimum system ratings specified herein. **The Annual availability shall commence from the ACSD subject to condition as mentioned in clause 6.7.10 of RfS and shall be calculated as below:** **Annual System Availability =** Mean of the System availabilities of all time blocks during the year in which the off-taker has scheduled power for charging/discharging the PSP. Whereas, **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 ≠ 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 RPCs or measurement at the Main ABT Meter at the Delivery Point. "Availability (MW)" is the capability of the Project……
35.	**RfS**	**6.7.3**	The PSPD shall maintain a minimum of **95% availability** of Pumped Storage Project Energy Storage System (ESS) on an annual basis…….	The PSPD shall maintain a minimum of **90% availability** of Pumped Storage Project Energy Storage System (ESS) on an annual basis…….
36.	**RfS**	**6.7.4**	The capacity offered under this Tender shall be capable of 8 Hours discharge with maximum 5 hours continuous discharge of electricity upto the contracted capacity on daily basis, with a gap of minimum 06 Hours between each peak slot .	i. The Contracted Capacity of the Project shall be in terms of "MW", which shall also be referred to as the Project Capacity. SJVN's obligation shall be to procure entire 100% of the Project Capacity. ii. The capacity offered under this Tender shall be capable of 8 Hours discharge with **minimum 6 hours** continuous discharge of electricity

<table>
<tr><th>Sr. No.</th><th>Document</th><th>Clause No.</th><th>Existing Clause</th><th>Amended Clause</th></tr>
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iii. For a Contracted Capacity of 500 MW, the BESPA shall entitle the offtaker/Buying Entity to schedule discharge upto 4000 MWh of energy from the PSP in One (01) operational cycle of 08 hours per day (i.e. one complete charging and discharging cycles per day).

Buying Entity shall provide the charging energy factoring the Cycle Loss in RfS. The Buying Entity will schedule charging of the PSP 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).

The input energy for charging shall be provided by the Buying Entity(ies) in steps of 100% of the rated unit-wise capacity (in MW) upto the contracted capacity at Delivery Point up to the declared Cycle Loss.

Illustration: For a Contracted Capacity of 250 MW/2000 MWh, assuming a Cycle loss of loss of 20%, Buying Entity shall supply charging power to the tune of 2500 MWh, to expect a discharge of 2000 MWh as per the desired schedule.

iv. Power rating of a 4000 MWh PSPD will be 500 MW (500 MW x 8 hrs) i.e., the maximum value of the active output and input power at the Delivery Point. The Energy rating of 4000 MWh of the system will be the dispatchable capacity as measured at the Metering Point.

v. The PSPD shall make the PSP available for One (01) operational cycle per day, i.e. 01 Complete charge-discharge cycles per day. Provided that, Buying Entity may, at its discretion, utilize the PSP by splitting each discharge cycle in maximum three sessions at rated power with minimum continuous duration of two hour in one session.
Illustration:
<table>
<tr><th>Sr. No.</th><th>Session-1</th><th>Session-2</th><th>Session-3</th></tr>
<tr><td>1</td><td>6</td><td>2</td><td>-</td></tr>
<tr><td>2</td><td>5</td><td>3</td><td>-</td></tr>
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<tr><td>5</td><td>3</td><td>3</td><td>2</td></tr>
</table>
vi. The nameplate ratings shall be achievable during discharge for the full range of environmental conditions at the Project site when the PSP is fully charged. In any case, the PSP shall be capable of being</td></tr>
</table>

Sr. No.	Document	Clause No.	Existing Clause	Amended Clause
				discharged at reduced power levels from that specified above. However, the energy discharged from the PSP shall not require to be greater than the nameplate watt-hour rating specified herein. vii. The Buying Entity shall, in accordance with Applicable Laws and Regulations thereunder, issue instructions to the PSPD under intimation to SJVN for dispatch of electricity to the Grid during such period and in such volume as it may specify in its instructions. The PSPD shall clearly specify the maximum recovery time required to restore the PSP for functional availability between duty cycles. However, in any case, the same shall not be more than 1 Hour. viii. **Operational Window**: Operational Window shall mean the expected hours/duration of system (capacity) availability on each day during the term of the Contract, excluding: a. Maximum PSP recovery time as specified in this document. b. Grid Outages (duly certified to this effect by the Grid Operator). c. Planned Maintenance Outage duly informed by the PSPD to the off-taker with at least one month's prior notice, subject to meeting the minimum annual Availability criteria as specified in the PPA. ix. PSPD will have to comply with the Charging and Discharging Schedule as intimated by Buying Entity. It is clarified that discharge of PSP shall take place subject to availability of real time margin at the ISTS substation. x. It shall be the responsibility of the PSPD to make periodic replacements/replenishments of system capacities (to ensure annual guaranteed system ratings), if and when required, up to the Term of the PPA. Outage time as a result of replacement will also be counted as an "Accountable PSP Outage" for the purpose of computing PSP Availability. xi. Pursuant to the provisions as above, the PSPD shall plan the dispatch of electricity and convey its availability for scheduling thereof by the SLDC or RLDC, as the case may be, and shall supply electricity in accordance with the provisions of the Grid Code and the Electricity Act, 2003. The PSPD shall adhere to all the technical requirements as brought out in Annexure-A of the RfS. The PSP shall conform to all the applicable CEA and CERC Standards for connectivity, metering, communication with the grid operators, etc. **xii. State of Charge** a) It is clarified that the maximum State of Charge for 2000 MW capacity can be 12,000 MWh (2000 MW x 6 hours); after 6 hours of discharge, the State of Charge will reduce to zero and accordingly

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<tr><th>Sr. No.</th><th>Document</th><th>Clause No.</th><th>Existing Clause</th><th>Amended Clause</th></tr>
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before scheduling the next cycle of discharge, Procurer will provide charging power.

b) For avoidance of doubt, it is specifically provided that the Declared Availability will not take into account the State of Charge (as defined below), as the State of Charge will vary continuously based on pumping / generation instructions issued by Procurer. Procurer shall consider State of Charge before issuing the pumping / generation instructions. The Developer shall intimate the State of Charge (expressed in MWh output terms) to the Procurer regularly and dynamically.

c) The Developer shall intimate the State of Charge (expressed in MWh output terms) to the Procurer /SLDC/RLDC regularly and dynamically.

d) For illustration purpose, State of Charge and corresponding remaining maximum pumping / generation quantity (MWh) are illustrated below (assuming Contracted Capacity of 2000 MW, 6 hours maximum discharge and Cycle Loss of 25 %):
<table>
<tr><th>State of Charge (MWh)</th><th>Remaining Maximum Continuous Discharge (output energy) (MWh) (instant MW output capped to Contracted Capacity)</th><th>Remaining Maximum Continuous Charge (input energy) (grossed up for Cycle Loss) (MWh)(instant MW input capped to Contracted Capacity)</th></tr>
<tr><td>12000 (Max)</td><td>12000</td><td>0</td></tr>
<tr><td>10000</td><td>10000</td><td>2667</td></tr>
<tr><td>8000</td><td>8000</td><td>5333</td></tr>
<tr><td>6000</td><td>6000</td><td>8000</td></tr>
<tr><td>4000</td><td>4000</td><td>10667</td></tr>
<tr><td>2000</td><td>2000</td><td>13333</td></tr>
<tr><td>0 (Min)</td><td>0</td><td>16000</td></tr>
</table>
e) If the continuous-charge / discharge instruction provided by the Procurer/SLDC exceeds the limits as illustrated above, the continuous-charge / continuous-discharge instruction shall be deemed to have been automatically revised downwards to the limits as illustrated above.
</td></tr>
</table>

Sr. No.	Document	Clause No.	Existing Clause	Amended Clause
				f) Further, RLDC/SLDC/Buying Entity will take dynamic decision depending upon the grid condition and PHSP/s State of Charge for the available quantum of power required for charging and discharging, subject to maximum continuous discharge of 6 hours for the Contracted Capacity. g) Deemed availability shall be considered in case of charging not provided by the Procurer.
37.	**RfS**	**6.7.9**	Each unit of the PSP project shall have the ability to vary the capacity between 20% to 100% of the rated MW capacity with hydro unit overload capacity as per CEA standard.	Each unit of the PSP project shall have the ability to vary the capacity between 50% to 100% of the rated MW capacity with hydro unit overload capacity.
38.	**RfS**	**6.8.2**	Subsequent to date of start of Pumped Storage Project/ESS facility, in case the annual Availability demonstrated by the PSPD is less than the **95%** as specified above,…… **LD applicable** = 1.5 * Quoted Price in INR/MW/Year x Quoted MW x (A - B) / 100 Where A - Minimum allowed ESS Annual Functional Availability **(95%).** B - Actual Annual System Availability, as calculated as per above. The above equation applicable only if B is less than **95%**.	Subsequent to date of start of Pumped Storage Project/ESS facility, in case the annual Availability demonstrated by the PSPD is less than the **90**% as specified above,…… LD applicable = 1.5 * **Applicable Tariff** in INR/MW/Year x **Contracted Capacity** (MW) x (A - B) / 100 Where A - Minimum allowed ESS Annual Functional Availability **(90%**). B - Actual Annual System Availability, as calculated as per above. The above equation applicable only if B is less than **90%.**
39.	**RfS**	**6.8.10**	Unless otherwise notified by the **SPD**, the declared Availability shall be deemed to be 100% (one hundred per cent) thereof at all times during Peak hours	Unless otherwise notified by the **PSPD**, the declared Availability shall be deemed to be 100% (one hundred per cent) thereof at all times during Peak hours
40.	**RFS**	**6.9.3.2**	In case of delay in commencement of power supply from the Project due to reasons beyond the reasonable control of the PSPD, SJVN may extend the SCSD after examining the issue on a case-to-case basis. In case of change in Project location(s) by the PSPD, extension requests under this clause shall be dealt by SJVN on case to-case basis. For avoidance of ambiguity, it is clarified that for decisions made under this Clause, the phrase "change in Project location" or its similar connotations, shall refer solely to change in Delivery Point(s) of the Project.	In case of delay in commencement of power supply from the Project due to reasons beyond the reasonable control of the PSPD, SJVN may extend the SCSD after examining the issue on a case-to-case basis.
41.	**RfS**	**6.9.4**	**Early Commencement of Supply of Power:** The PSPD shall be permitted for full as well as part-commencement of power supply from the Project even prior to the SCSD, subject to availability of connectivity and General Network Access. Early commencement of power supply will be allowed solely at the risk and cost of the PSPD and first right of refusal for offtake of such power will vest with the End procurer. In case the End procurer refuses to buy such power, the right of refusal shall vest with SJVN. In case SJVN agrees to purchase power from such early part/full commencement of power supply prior to SCSD, such power will be purchased at the PPA tariff. plus SJVN's facilitation charges in the form of trading margin.	**Early Commencement of Supply of Power:** The PSPD shall be permitted for full as well as part-commencement of power supply from the Project even prior to the SCSD, subject to availability of connectivity and General Network Access. Early commencement of power supply will be allowed solely at the risk and cost of the PSPD and first right of refusal for offtake of such power will vest with the End procurer. In case the End procurer refuses to buy such power, the right of refusal shall vest with SJVN. In case **SJVN/End procurer** agrees to purchase power from such early part/full commencement of power supply prior to SCSD, such power will be purchased at the PPA tariff **plus SJVN's facilitation charges in the form of trading margin.**

Sr. No.	Document	Clause No.	Existing Clause	Amended Clause
			However, in case the entire capacity is commissioned prior to SCSD, SJVN may purchase the generation at PPA Tariff, only in case the Buying Entity (ies) agrees to purchase power from the Project at an earlier date, and at the PPA tariff. In case SJVN does not agree to purchase such energy, early part/full commissioning of the Project shall still be allowed and the PSPD will be free to sell such energy to a third party until SCSD or the date of commencement of procurement of power from the Project as notified by SJVN, whichever is earlier. However, early part/ full commissioning of the Project and subsequent energy procurement from the same shall be subject to the approval of SJVN. The PSPD shall give at least 15 days advance notice to both the End Procurer(s) and Intermediary Procurer regarding the advance commissioning of full or part contracted capacity. The End Procurer(s) and Intermediary Procurer shall give acceptance for availing such storage capacity or stored energy within 15 days from the date of service of such notice., beyond which it would be considered as deemed refusal.	In case SJVN does not agree to purchase such energy, early part/full commissioning of the Project shall still be allowed and the PSPD will be free to sell such energy to a third party until SCSD or the date of commencement of procurement of power from the Project as notified by SJVN, whichever is earlier. However, early part/ full commissioning of the Project and subsequent energy procurement from the same shall be subject to the approval of SJVN. The PSPD shall give at least 15 days advance notice to both the End Procurer(s) and Intermediary Procurer regarding the advance commissioning of full or part contracted capacity. The End Procurer(s) and Intermediary Procurer shall give acceptance for availing such storage capacity or stored energy within 15 days from the date of service of such notice., beyond which it would be considered as deemed refusal. **In case of early commissioning, if PSPD sells any capacity to a third party, the PSPD will have to again demonstrate 100% of Contracted Capacity (as per the Commissioning Procedure) to SJVN from the date of commencement of offtake of capacity by SJVN.**
42.	**RfS**	**6.12.1**	In case any change in project location by the PSPD during the project construction period results in any modification in the GNA to be taken by the Buying Entity, any additional charges/ penalties payable by the Buying Entity in this regard shall be borne by the PSPD.	In case of any change in project location **or the SPV through which PPA has been executed till Financial Closure** by the PSPD during the project construction period results in any modification in the GNA to be taken by the Buying Entity, any additional charges/ penalties payable by the Buying Entity in this regard shall be borne by the PSPD.
43.	**RFS**	**6.12.2**	The selected bidder (s) will be required to submit the approved DPR (if applicable as per extant guidelines/regulations of the Govt Agency(ies)/Government of India) before signing the PPA. **The selected bidder (s) will also be required to submit the In-principle grant of connectivity with start date of connectivity commensurate with the SCSD of the project, before signing of PPA**…… ……	The selected bidder (s) will be required to submit the approved DPR (if applicable as per extant guidelines/regulations of the Govt Agency(ies)/Government of India) before signing the PPA. **The Selected Bidder(s) shall be required to submit the application for In Principle grant of connectivity at the identified ISTS substations having the start date of connectivity commensurate with the SCSD of the Project, before the signing of PPA/ESPA**…… ……..
44.	**RFS**	**6.12.6**	Back-to-back Power Sale Agreements (PSAs) in respect of all rights and obligation under the PPA between the PSPD and SJVN, will be executed by SJVN with the Buying Entity for **sale of power** to Buying Entity, with the buying entity assuming all the obligations of SJVN under the PPA. SJVN's obligation to PSPD under the PPA shall also be on the back- to-back basis as provided in the PPA and the corresponding PSA.	Back-to-back Power Sale Agreements (PSAs) in respect of all rights and obligation under the PPA between the PSPD and SJVN, will be executed by SJVN with the Buying Entity for **sale of Energy Storage Capacity** to Buying Entity, with the buying entity assuming all the obligations of SJVN under the PPA. SJVN's obligation to PSPD under the PPA shall also be on the back- to-back basis as provided in the PPA and the corresponding PSA.
45.	**RFS**	**ANNEX URE - C**	Last Date for submission of documents related to Financial Closure – _ (**18 months/ 24 months** from Effective Date of PPA).	Last Date for submission of documents related to Financial Closure – (**12 months** from Effective Date of PPA).
46.	**RFS**	**Format 7.10**	Sr. No.5: Committed annual PUF for the offered capacity to be supplied in %	**Deleted.**

<table>
<tr><th>Sr. No.</th><th>Document</th><th>Clause No.</th><th>Existing Clause</th><th>Amended Clause</th></tr>
<tr><td>47.</td><td>RFS</td><td>Format 7.9</td><td>FORMAT FOR CERTIFICATE FROM STATUTORY AUDITOR FOR TECHNICAL CRITERIA</td><td>FORMAT FOR CERTIFICATE FROM STATUTORY AUDITOR/CHARATERED ACCOUNTANT FOR TECHNICAL CRITERIA</td></tr>
<tr><td>48.</td><td>RFS</td><td>Annexure-A</td><td>iii) Round Trip Efficiency/Cycle Efficiency: >75%. Inclusive of all losses upto metering point. Metering at STU injection/ drawl point as per CEA metering regulation.</td><td>iii) Round Trip Efficiency/Cycle Efficiency: >75%. Inclusive of all losses upto metering point. Metering at CTU/STU (as applicable) injection/ drawl point as per CEA metering regulation.</td></tr>
<tr><td>49.</td><td>RFS</td><td>Format No. 1</td><td></td><td>The table stands modified as below:
<table><tr><th>Contracted Capacity of Projects applied</th><th>Location(s) (Village, Tehsil, Dist., State)</th><th>Interconnection points details</th><th>Unit Size (MW)</th><th>Annual Cycle Loss(%)</th></tr><tr><td></td><td></td><td></td><td>Unit 1
Unit2
Unit 3
……
….</td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr></table></td></tr>
<tr><td>50.</td><td>RFS</td><td>Format No. 1 : Para No. 5</td><td>We hereby declare that during the selection process, in the event our bid happens to be the last bid in the list of successful bids and SJVN offers a capacity which is greater than or equal to 50% of our quoted capacity due to overall bid capacity limit, we shall accept such offered capacity.</td><td>We hereby declare that during the selection process , in the event our bid happens to be the last bid in the list of successful bids and SJVN offers a capacity which is lower than the total quoted capacity by us, we shall have an option to refuse such offered partial capacity or accept any contracted capacity upto such offered partial capacity plus 20 % of the tendered capacity subject to maximum of the contracted capacity quoted by us.</td></tr>
<tr><td>51.</td><td>PPA</td><td>1.1 Definitions</td><td>New definition added</td><td>“Business Day”
shall mean with respect to PSPD and SJVN, a day other than Sunday or a statutory holiday, on which the banks remain open for business in Delhi;</td></tr>
<tr><td>52.</td><td>PPA</td><td>1.1 Definitions</td><td>New definition added</td><td>“GNA Regulations”
shall mean the Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022 notified on 07.06.2022, including subsequent amendments and clarifications issued thereof. Any reference to the terms “connectivity” or “network access” or “general network access” in this Agreement shall be interpreted in terms of the provisions of these Regulations.</td></tr>
<tr><td>53.</td><td>PPA</td><td>1.1 Definitions</td><td>“Unit Commercial Operation Date (UCOD)”

shall mean the date of the next day of commissioning of the respective part(s) of the Pumped Storage Project subsequent to the demonstration of the compliance of commissioning as per this Agreement and witnessed by the</td><td>“Unit Commercial Operation Date (UCOD)”

shall mean the COD declared for the respective unit/part of the Project in line with the provisions of the IEGC grid code 2023 and amendments thereof.</td></tr>
</table>

Sr. No.	Document	Clause No.	Existing Clause	Amended Clause
			Committee (as applicable) duly constituted and also start of injection / drawl and scheduling of power from the PSP at the Delivery Point and availability / installation of all necessary arrangements / equipment including RTU for scheduling of power generated from the Project and transmission of data to the concerned authority as per applicable regulation;	
54.	**PPA**	**Point (C) at Page-2**	SJVN had initiated a Tariff Based Competitive Bid Process for Selection of Pumped Storage Projects Developers for Setting up of 2000 MW Energy Storage Capacity **(For 8 Hours discharge with maximum 5 Hours continuous discharge)** from Pumped Storage Power Projects in India under Tariff-based Competitive Bidding" on the terms and conditions contained in the Request for Selection (hereinafter referred to as `RfS') issued by SJVN vide RfS No. SJVN/CCDelhi/REIA/2025/PSP-1 dated ……. including its subsequent amendments and clarifications, if any;	SJVN had initiated a Tariff Based Competitive Bid Process for Selection of Pumped Storage Projects Developers for Supply of 2000 MW /16000 MWh Energy Storage Capacity from Pumped Storage Power Projects in India under Tariff-based Competitive Bidding" on the terms and conditions contained in the Request for Selection (hereinafter referred to as `RfS') issued by SJVN vide RfS No. SJVN/CCDelhi/REIA/2025/PSP-1 dated ……. including its subsequent amendments and clarifications, if any;
55.	**PPA**	**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 60 days of submission of application/petition for tariff adoption under Section 63 of the Electricity Act,2003 in Appropriate Commission, SJVN shall obtain adoption of tariff from Appropriate Commission, on the terms and conditions contained in this Agreement read with the terms and conditions contained in the Power Purchase Agreement entered into between SJVN and the PSPD. The Parties agree that in the event the order of adoption of tariff as mentioned above (i.e. under Section 63 of the Electricity Act,2003) is not issued by the Appropriate Commission within the time specified above, this shall entail a corresponding extension in Scheduled Commencement of Supply Date (SCSD) of the Projects for equal number of days for which the Appropriate Commission order has been delayed beyond the above deadline. Provided further that in case, the order of adoption of Tariff and/or procurement approval from CERC and/or SERC is not received or delayed, either Party shall not be liable for payment of any compensation to other Party for any loss or damage on account of such delay in availability or non-availability of the approval of CERC/SERC, as the case may be.	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 60 days of submission of application/petition for tariff adoption under Section 63/ 86(1)(b) of the Electricity Act, 2003 in Appropriate Commission/SERC, SJVN/Buying Entity (as the case may be) shall obtain adoption of tariff from Appropriate Commission and/or Contracted Capacity approval from CERC/SERC (as applicable), on the terms and conditions contained in this Agreement read with the terms and conditions contained in the Power Sale Agreement entered into between SJVN and the Buying Entity(ies).** The Parties agree that in the event the order of adoption of tariff as mentioned above **(i.e. under Section 63/ 86(1)(b) of the Electricity Act, 2003)** is not issued by the Appropriate Commission/SERC within the time specified above, this shall entail a corresponding extension in Scheduled Commencement of Supply Date (SCSD) of the Projects for equal number of days for which the Appropriate Commission order has been delayed beyond the above deadline. **In case of any difference between the date of signing of PPA and the Effective Date of the PPA, which is attributable to the RPD, such duration between the two dates (in terms of days), will be deducted from the above extension in the corresponding milestone.** Provided further that in case, the order of adoption of Tariff and/or procurement approval from CERC and/or SERC is not received or delayed, either Party shall not be liable for payment of any compensation to other Party for any loss or damage on account of such delay in availability or non-availability of the approval of CERC/SERC, as the case may be.
56.	**PPA**	**2.2.2**	The PSPDs are free to operate their projects after expiry of the 40 years of PPA period if other conditions such as land lease etc., permit. However, any extension of the PPA period beyond 40 years shall be through mutual agreements between the PSPD, SJVN and the Buying Entities, as the case may be, as approved by the Appropriate Commission, provided that the	The PSPDs are free to operate their projects after expiry of the 40 years of PPA, **if other conditions like land lease/Right to Use of Land (as applicable), permits, approvals and clearances etc. allow.** However, any extension of the PPA period beyond 40 years shall be through mutual agreements between the PSPD, SJVN and the Buying Entities, as the case

Sr. No.	Document	Clause No.	Existing Clause	Amended Clause
			arrangements with the land and infrastructure owning agencies, the relevant transmission utilities and system operators permit operation of the Project beyond the initial period of 40 years.	may be, as approved by the Appropriate Commission, provided that the arrangements with the land and infrastructure owning agencies, the relevant transmission utilities and system operators permit operation of the Project beyond the initial period of 40 years.
57.	**PPA**	**3.2.2**	An extension, without any impact on the Scheduled Commencement of Supply Date (SCSD), may however be considered by SJVN, on the request of PSPD (which is to be made prior to such deadline), on payment of Rs. 1000/- per day per MW of the Contracted Capacity to SJVN……..	An extension, without any impact on the Scheduled Commencement of Supply Date (SCSD), may however be considered by SJVN, on the request of PSPD (which is to be made prior to such deadline), on payment of Rs. 1000/- per day per MW **plus GST as applicable** of the Contracted Capacity to SJVN……..
58.	**PPA**	**3.3.1**	The Performance Guarantee in the form of Performance Bank Guarantee (PBG) / Payment on Order Instrument (POI) / Insurance surety bond having validity from the date of submission of PBG/POI/ISB until …….., submitted for a value of…….. i.e. INR 27.75 Lakh/MW (Rs. 27,75,500/MW) under this Agreement, shall be for guaranteeing the commencement of **the supply (injection / drawl) of power / energy up to the Contracted Capacity within the time specified in this Agreement as per format provided in the RfS.**	The Performance Guarantee in the form of Performance Bank Guarantee (PBG) / Payment on Order Instrument (POI) / Insurance surety bond having validity from the date of submission of PBG/POI/ISB until …….., submitted for a value of…….. i.e. INR 27.75 Lakh/MW (Rs. 27,75,500/MW) under this Agreement, shall be for guaranteeing the commencement of the **supply of Storage Capacity up to the Contracted Capacity within the time specified in this Agreement as per format provided in the RfS.**
59.	**PPA**	**3.3.3**	If the PSPD fails **to commence supply of power from the Scheduled Commencement of Supply Date** specified in this Agreement or any further extension thereof duly granted by SJVN, subject…….	If the PSPD fails **to commence supply of Storage Capacity the Scheduled Commencement of Supply Date** specified in this Agreement or any further extension thereof duly granted by SJVN, subject…….
60.	**PPA**	**3.2.4**	In case of inability of the PSPD to fulfil the conditions specified in Article 3.1 due to any Force Majeure event, the time period for fulfillment of the Conditions Subsequent and Financial Closure as mentioned in Article 3.1, shall be extended for the period of existence of such Force Majeure event. Further, any delay in adoption of tariff by the Appropriate Commission, beyond the timelines as indicated in Article **2.1.4** shall entail a corresponding extension in the deadline as stipulated in Article **2.1.4**	In case of inability of the PSPD to fulfil the conditions specified in Article 3.1 due to any Force Majeure event, the time period for fulfillment of the Conditions Subsequent and Financial Closure as mentioned in Article 3.1, shall be extended for the period of existence of such Force Majeure event. Further, any delay in adoption of tariff by the Appropriate Commission, beyond the timelines as indicated in Article **2.1.3** shall entail a corresponding extension in the deadline as stipulated in Article **2.1.3**
61.	**PPA**	**3.4.1**	Subject to Article 3.3, SJVN shall return / release the Performance Bank Guarantee / Payment on Order Instrument / Insurance surety bond within 45 days after the successful commencement of supply **of power within Scheduled Commencement of Supply Date (SCSD) of the contracted capacity** after taking into account any liquidated damages due to delays in **Commissioning** as per provisions stipulated in this Agreement.	Subject to Article 3.3, SJVN shall return / release the Performance Bank Guarantee / Payment on Order Instrument / Insurance surety bond within 45 days after the successful commencement of supply **of Storage Capacity from Project** after taking into account any liquidated damages due to delays in **commencement of Supply of Storage Capacity beyond SCSD** as per provisions stipulated in this Agreement. **In case of part- commencement of supply Storage Capacity, Performance Guarantee corresponding to such capacity shall be released within 45 days of the actual commencement of supply of storage capacity from such part-capacity.**
62.	**PPA**	**4.1.1(a)**	The PSPD shall be solely responsible and shall make arrangements for land & associated infrastructure for development of the Project and for Connectivity with the **ISTS System** (connectivity can be taken by PSPD at different Interconnection Points) for confirming the availability of the power system required for evacuation of power by the Scheduled Commencement of Supply Date and all clearances related thereto.	The PSPD shall be solely responsible and shall make arrangements for land & associated infrastructure for development of the Project and for Connectivity with the ISTS System (connectivity can be taken by PSPD at different Interconnection Points) for confirming the availability of the power system required for evacuation of power by the Scheduled Commencement of Supply Date and all clearances related thereto. **It is also clarified that in case the project is located in the state of the Buying Entity, the interconnection at InSTS level shall also be allowed**

Sr. No.	Document	Clause No.	Existing Clause	Amended Clause
				and in such case, the prevailing CERC/SERC regulations shall be applicable.
63.	**PPA**	**4.1.1(e)**	The commencement of supply of power / energy up to the Contracted Capacity to SJVN no later than the Scheduled Commencement of Supply Date and continuance of the supply of power throughout the term of the Agreement;	The commencement of supply of **Storage Capacity** up to the Contracted Capacity to SJVN no later than the Scheduled Commencement of Supply Date and continuance of the supply of power throughout the term of the Agreement;
64.	**PPA**	**4.1.1(k)**	The PSPD shall be responsible for directly coordinating and dealing with the corresponding Buying Utility(ies), Load Dispatch Centres, Regional Power Committees, and other authorities in all respects in regard to declaration of availability, scheduling and dispatch of Pumped Storage Capacity and due compliance with deviation and settlement mechanism and the applicable Grid code/State/Central Regulations, acknowledging that the PSPD **the any other source Generator(s)** and the corresponding Buying Utility(ies) are the Grid connected entities and SJVN as an Intermediary Procurer is not a Grid connected entity in respect of the Power contracted under this Agreement.	Not Used
65.	**PPA**	**4.2.6**	ISTS charges and losses on transmission of power, including waiver for power from Pumped Storage project, shall be applicable as per extant regulations. Government of India/CERC at their sole discretion, from time to time, issue order for waiver of inter-state transmission system (ISTS) charges and losses on transmission of power from Pumped Storage project till a certain date. In case the **commissioning of the Project and commencement of supply of contracted capacity** gets delayed beyond the applicable date of ISTS waiver, arising out of any reasons whatsoever, SJVN shall bear no liability with respect to transmission charges and losses levied, if any. However, in case the commissioning of the Pumped Storage Project gets delayed beyond the applicable date of waiver of ISTS charges and losses due to reasons solely attributable to the PSPD, the liability of inter-state transmission charges and losses would be of the PSPD. Subject to the above, it is however, clarified that ISTS charges and losses, beyond the Delivery Point(s) **and upto the drawl point(s),** shall be borne by the Buying Utility upon the execution of the relevant PSA. Treatment of power supplied from the Pumped storage Project, with respect to waiver of ISTS charges and losses, shall be governed by the applicable Rules/Orders issued by Ministry of Power/MNRE, read in conjunction with CERC's Orders and Regulations notified in this regard. Further, it is clarified that **in case commissioning of the project** gets delayed beyond the applicable date of waiver of ISTS charges and losses due to reasons solely attributable to the PSPD, the liability of inter-state transmission charges and losses will be borne by the PSPD. In case of delay in commencement of **power supply** by the PSPD even after the operationalization of GNA obtained by the Buying Entity, PSPD shall be liable to pay the applicable CTU/STU transmission charges.	ISTS charges and losses on transmission of power, including waiver for power from Pumped Storage project, shall be applicable as per extant regulations. Government of India/CERC at their sole discretion, from time to time, issue order for waiver of inter-state transmission system (ISTS) charges and losses on transmission of power from Pumped Storage project till a certain date. In case the **commissioning of the Project and commencement of supply of contracted Storage Capacity** gets delayed beyond the applicable date of ISTS waiver, arising out of any reasons whatsoever, SJVN shall bear no liability with respect to transmission charges and losses levied, if any. **Delay in Project commissioning beyond the deadline as stipulated by the Government of India, and treatment of ISTS charges and losses thereof, shall be dealt in line with the Central Electricity Regulatory Commission (Sharing of Inter-State Transmission Charges and Losses) (First Amendment) Regulations, 2023 dated 07.02.2023, and subsequent amendments and clarifications thereto, as applicable.** However, in case the commissioning of the Pumped Storage Project gets delayed beyond the applicable date of waiver of ISTS charges and losses due to reasons solely attributable to the PSPD, the liability of inter-state transmission charges and losses would be of the PSPD. Subject to the above, it is however, clarified that ISTS charges and losses, beyond the Delivery Point(s) and upto the drawl point(s), shall be borne by the Buying Utility upon the execution of the relevant PSA. Treatment of power supplied from the Pumped storage Project, with respect to waiver of ISTS charges and losses, shall be governed by the applicable Rules/Orders issued by Ministry of Power/MNRE, read in conjunction with CERC's Orders and Regulations notified in this regard. Further, it is clarified that in case the **SCSD is on or before the above deadline for ISTS wavier and Commencement of supply of storage capacity from the Project** gets delayed beyond the applicable date of waiver of ISTS charges and losses due

Sr. No.	Document	Clause No.	Existing Clause	Amended Clause
				to reasons solely attributable to the PSPD, the liability of inter-state transmission charges and losses will be borne by the PSPD. In case of delay in commencement of **Supply of Storage Capacity** by the PSPD even after the operationalization of GNA obtained by the Buying Entity, PSPD shall be liable to pay the applicable CTU/STU transmission charges
66.	**PPA**	**4.5.2**	Power procured under this Agreement shall on back to back basis be allocated to the Buying Entity (ies) at the discretion of SJVN, in consultation with Buying entity (ies) who has signed their respective Power Sale Agreements with SJVN under the referred RfS. Any obligation of SJVN being intermediary Procurer shall be deemed to be the obligation of Buying Entity(ies) with which SJVN has / will execute Power Sale Agreement.	**Energy Storage capacity** procured under this Agreement shall on back to back basis be allocated to the Buying Entity (ies) at the discretion of SJVN, in consultation with Buying entity (ies) who has signed their respective Power Sale Agreements with SJVN under the referred RfS. Any obligation of SJVN being intermediary Procurer shall be deemed to be the obligation of Buying Entity(ies) with which SJVN has / will execute Power Sale Agreement.
67.	**PPA**	**4.6.1**	After the declaration of ACSD, Charging power for charging of the Pumped Storage Capacity shall be scheduled and supplied by the Buying Entity. In no case, Buying Entity shall demand / schedule any energy in excess of 75% of the energy scheduled considering minimum round trip efficiency of the Pumped Storage System being 75%. Schedule of charging and Discharging will be as per extant regulations / provisions. Further, during a Day, Buying Entity shall not ask for / schedule any Pumped Storage Capacity / Energy in excess of 1 Operational Cycle i.e. 1 cycles of charge and discharge of 8 Hours with **maximum 5 Hours continuous discharge**. Provided that, Buying Entity may, at its discretion, utilize the Pumped Storage System by splitting the discharge cycle in maximum two sessions at rated power with maximum continuous duration of five hour in one session, subject to condition that total scheduled discharge of energy from Pumped Storage System as demanded by the Buying Entity shall be limited to 75% of the energy supplied by the Buying Entity.	After the declaration of ACSD, Charging power for charging of the Pumped Storage Capacity shall be scheduled and supplied by the Buying Entity. **In no case, Buying Entity will schedule charging of the PSP 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).** Schedule of charging and Discharging will be as per extant regulations / provisions. Further, during a Day, Buying Entity shall not ask for / schedule any Pumped Storage Capacity / Energy in excess of 1 Operational Cycle i.e. 1 cycles of charge and discharge of 8 Hours **with maximum 6 Hours continuous discharge. Provided that, Buying Entity may, at its discretion, utilise the PSP by splitting each discharge cycle in maximum three sessions at rated power with minimum continuous duration of two hour in one session, subject to condition that the Buying Entity will schedule charging of the PSP 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).**
68.	**PPA**	**4.6.2 (i)**	**Annual Average Availability of 95%**: During any Contract Year for the Contracted Capacity, PSPD shall be required to maintain minimum annual average availability of 95%. Availability of the Contracted Capacity shall mean the ability of the PSPD to execute a function i.e. charging or discharging, when called upon to do so as per the schedule, subject to the minimum system ratings specified herein. **The Annual availability shall commence from the date of signing of PPA and shall be calculated as below:** Annual Average Availability= Average of Daily availability of the Pumped Storage Capacity over the year.	**Annual Average Availability of 90%**: During any Contract Year for the Contracted Capacity, PSPD shall be required to maintain minimum annual average availability of **90%**. Availability of the Contracted Capacity shall mean the ability of the PSPD to execute a function i.e. charging or discharging, when called upon to do so as per the schedule, subject to the minimum system ratings specified herein. **The Annual availability shall commence from the ACSD subject to condition as mentioned in clause 6.7.10 of RfS and shall be calculated as below:** **The minimum Annual Availability of the project shall be 90%. Planned maintenance shutdown, if any, is to be informed to SJVN and the Buying Entity at least 1 month prior to such planned maintenance shutdown. Developer should take Planned Maintenance Shutdown in lean demand period of Buying Entity and in consultation with Buying**

Sr. No.	Document	Clause No.	Existing Clause	Amended Clause
			"Availability (MW)" is the capability of the Project……--- --- In case of shortfall in meeting the above criteria, the PSPD shall be levied liquidated damages for such shortfall and shall duly pay such damages to SJVN. Amount of such liquidated damages shall be 1.5 times of the Capacity Charges (Capacity Charges shall mean Applicable Tariff as defined under **Article 9 of the PPA**) for the capacity not made available.	**Entity. The Planned Maintenance hours shall be included in the calculation of Annual Availability.** Annual Average Availability= Average of Daily availability of the Pumped Storage Capacity over the year. **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 PSP. Whereas, **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 ≠ 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. "Availability (MW)" is the capability of the Project……-- --- In case of shortfall in meeting the above criteria, the PSPD shall be levied liquidated damages for such shortfall and shall duly pay such damages to SJVN. Amount of such liquidated damages shall be 1.5 times of the Capacity Charges **as per Article 4.6.3.(ii) of the PPA** for the capacity not made available. Capacity Charges shall mean Applicable Tariff as defined under Article 9 of the PPA.
69.	**PPA**	**4.6.2 (ii)**	**Round Trip Efficiency (RtE):** The PSPD shall demonstrate a minimum round trip efficiency of 75% for each charging-discharging cycle. The PSPD shall also ensure yearly round trip efficiency as declared during Bid (Format 7.10). Daily/Monthly/Yearly Efficiency of the Pumped Storage system shall be demonstrated by PSPD and automatically logged in configured performance monitoring system of the Pumped Storage System. Incoming	**Round Trip Efficiency (RtE):** The PSPD shall demonstrate a minimum round trip efficiency of 75% for each charging-discharging cycle. The PSPD shall also ensure yearly round trip efficiency as declared during Bid (Format 7.10). Daily/Monthly/Yearly Efficiency of the Pumped Storage system shall be demonstrated by PSPD and automatically logged in configured performance monitoring system of the Pumped Storage System. Incoming

Sr. No.	Document	Clause No.	Existing Clause	Amended Clause
			and outgoing energy at delivery point shall be measured with ABT class meters. The efficiency shall be measured as follow, Efficiency (%) = (Gout/ Gin) x 100 Where Gin and Gout are the total cumulative incoming and outgoing energy measured during one complete charge-discharge cycle. Yearly Efficiency (%) = Average of all Efficiency (%) over period of one year**.**	and outgoing energy at delivery point shall be measured with ABT class meters. The efficiency shall be measured as follow, Efficiency (%) = (Gout/ Gin) x 100 Where Gin and Gout are the total cumulative incoming and outgoing energy measured during one complete charge-discharge cycle. Yearly Efficiency (%) = Average of all Efficiency (%) over period of one year**.** **<u>Remarks</u>** **i. Gin and Gout 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.** **ii. The PSPD shall take separate, metered connection for the Auxiliary Power load of PSP. Cost of Auxiliary power shall be borne by the PSPD as per the concerned Central/State regulations.** **OR** **The PSPD can draw auxiliary power from Interconnection point. Separate meter would be arranged by PSPD to measure auxiliary consumption which will be billed by Buying Entity. Arrangement of power for auxiliary consumption is under scope of the PSPD.** **iii. The input energy for charging shall be provided by the Buying Entity(ies).** **iv. All auxiliary consumption shall be deemed included in the RTE calculation.**
70.	**PPA**	**4.6.2 (iii)**	**New Clause Added**	i. The Contracted Capacity of the Project shall be in terms of "MW", which shall also be referred to as the Project Capacity. SJVN's obligation shall be to procure entire 100% of the Project Capacity. ii. The capacity offered under this Tender shall be capable of 8 Hours discharge with **minimum 6 hours** continuous discharge of electricity upto the contracted capacity on daily basis, with a gap of **minimum 03 Hours between each peak slot.** iii. For a Contracted Capacity of 500 MW, the BESPA shall entitle the offtaker/Buying Entity to schedule discharge upto 4000 MWh of energy from the PSP in One (01) operational cycle of 08 hours per day (i.e. one complete charging and discharging cycles per day).

<table>
<tr><th>Sr. No.</th><th>Document</th><th>Clause No.</th><th>Existing Clause</th><th>Amended Clause</th></tr>
<tr><td></td><td></td><td></td><td></td><td>iv. The Buying Entity will schedule charging of the PSP 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).

The input energy for charging shall be provided by the Buying Entity(ies) in steps of 100% of the rated unit-wise capacity (in MW) upto the contracted capacity at Delivery Point up to the declared Cycle Loss.

Illustration: For a Contracted Capacity of 250 MW/2000 MWh, assuming a Cycle loss of loss of 20%, Buying Entity/SJVN shall supply charging power to the tune of 2500 MWh, to expect a discharge of 2000 MWh as per the desired schedule.
v. Power rating of a 4000 MWh PSPD will be 500 MW (500 MW x 8 hrs) i.e., the maximum value of the active output and input power at the Delivery Point. The Energy rating of 4000 MWh of the system will be the dispatchable capacity as measured at the Metering Point.

vi. The PSPD shall make the PSP available for One (01) operational cycles per day, i.e. 01 Complete charge-discharge cycles per day. Provided that, Buying Entity may, at its discretion, utilize the PSP by splitting each discharge cycle in maximum three sessions at rated power with minimum continuous duration of two hour in one session.

Illustration:
<table>
<tr><th>Sr. No.</th><th>Session-1</th><th>Session-2</th><th>Session-3</th></tr>
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vii. The nameplate ratings shall be achievable during discharge for the full range of environmental conditions at the Project site when the PSP is fully charged. In any case, the PSP shall be capable of being discharged at reduced power levels from that specified above. However, the energy discharged from the PSP shall not require to be greater than the nameplate watt-hour rating specified herein.

viii. The Buying Entity shall, in accordance with Applicable Laws and Regulations thereunder, issue instructions to the PSPD under intimation to SJVN for dispatch of electricity to the Grid during such period and in such volume as it may specify in its instructions. The PSPD shall clearly specify the maximum recovery times required to</td></tr>
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Sr. No.	Document	Clause No.	Existing Clause	Amended Clause
				restore the PSP for functional availability between duty cycles. **However, in any case, the same shall not be more than 1 Hour.** ix. **Operational Window**: Operational Window shall mean the expected hours/duration of system (capacity) availability on each day during the term of the Contract, excluding: a. Maximum PSP recovery time as specified in this document b. Grid Outages (duly certified to this effect by the Grid Operator) c. Planned Maintenance Outage duly informed by the PSPD to the off-taker with at least one month's prior notice, subject to meeting the minimum annual Availability criteria as specified in the PPA. x. PSPD will have to comply with the Charging and Discharging Schedule as intimated by Buying Entity. It is clarified that discharge of PSP shall take place subject to availability of real time margin at the ISTS substation. xi. In addition to above, the PSPD shall also submit Available energy Test Report for the Project Capacity as per ISO/IEC codes/regulations (if any) on annual basis. The assessment of PSP on annual basis shall be carried out by personnel trained for inspection as per ISO/IEC codes/regulations (if any). xii. It shall be the responsibility of the PSPD to make periodic replacements/replenishments of system capacities (to ensure annual guaranteed system ratings), if and when required, up to the Term of the PPA. Outage time as a result of replacement will also be counted as an "Accountable PSP Outage" for the purpose of computing PSP Availability. xiii. Pursuant to the provisions as above, the PSPD shall plan the dispatch of electricity and convey its availability for scheduling thereof by the SLDC or RLDC, as the case may be, and shall supply electricity in accordance with the provisions of the Grid Code and the Electricity Act, 2003. The PSPD shall adhere to all the technical requirements as brought out in Annexure-A of the RfS. The PSP shall conform to all the applicable CEA and CERC Standards for connectivity, metering, communication with the grid operators, etc. **xiv. State of Charge** a) It is clarified that the maximum State of Charge for 2000 MW capacity can be 12,000 MWh (2000 MW x 6 hours); after 6 hours of

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discharge, the State of Charge will reduce to zero and accordingly before scheduling the next cycle of discharge, Procurer will provide charging power.

b) For avoidance of doubt, it is specifically provided that the Declared Availability will not take into account the State of Charge (as defined below), as the State of Charge will vary continuously based on pumping / generation instructions issued by Procurer. Procurer shall consider State of Charge before issuing the pumping / generation instructions. The Developer shall intimate the State of Charge (expressed in MWh output terms) to the Procurer regularly and dynamically.

c) The Developer shall intimate the State of Charge (expressed in MWh output terms) to the Procurer /SLDC/RLDC regularly and dynamically.
d) For illustration purpose, State of Charge and corresponding remaining maximum pumping / generation quantity (MWh) are illustrated below (assuming Contracted Capacity of 2000 MW, 6 hours maximum discharge and Cycle Loss of 25 %):

<table>
<tr><th>State of Charge (MWh)</th><th>Remaining Maximum Continuous Discharge (output energy) (MWh) (instant MW output capped to Contracted Capacity)</th><th>Remaining Maximum Continuous Charge (input energy) (grossed up for Cycle Loss) (MWh)(instant MW input capped to Contracted Capacity)</th></tr>
<tr><td>12000 (Max)</td><td>12000</td><td>0</td></tr>
<tr><td>10000</td><td>10000</td><td>2667</td></tr>
<tr><td>8000</td><td>8000</td><td>5333</td></tr>
<tr><td>6000</td><td>6000</td><td>8000</td></tr>
<tr><td>4000</td><td>4000</td><td>10667</td></tr>
<tr><td>2000</td><td>2000</td><td>13333</td></tr>
<tr><td>0 (Min)</td><td>0</td><td>16000</td></tr>
</table>

e) If the continuous-charge / discharge instruction provided by the Procurer/SLDC exceeds the limits as illustrated above, the continuous-charge / continuous-discharge instruction shall be deemed to have been automatically revised downwards to the limits as illustrated above.
</td></tr>
</table>

Sr. No.	Document	Clause No.	Existing Clause	Amended Clause
				f) Further, RLDC/SLDC/Buying Entity will take dynamic decision depending upon the grid condition and PHSP/s State of Charge for the available quantum of power required for charging and discharging, subject to maximum continuous discharge of 6 hours for the Contracted Capacity. g) Deemed availability shall be considered in case of charging not provided by the Procurer.
71.	**PPA**	**4.6.3(ii)**	Subsequent to date of start of Pumped Storage Project facility, in case the annual Availability demonstrated by the PSPD is less than the **95%** as specified above, such shortfall in performance shall make the PSPD liable to pay the liquidated damages to SJVN/Buying Entity(ies). Liquidated damages on account of shortfall in meeting the performance criteria will be computed as follows: LD applicable = 1.5 * Quoted Price in INR/MW/Year x Quoted MW x (A - B) / 100 Where A - Minimum allowed ESS Annual Functional Availability (95%). B - Actual Annual System Availability, as calculated as per above. The above equation applicable only if B is less than 95%.	Subsequent to date of start of Pumped Storage Project facility, in case the annual Availability demonstrated by the PSPD is less than the **90%** as specified above, such shortfall in performance shall make the PSPD liable to pay the liquidated damages to SJVN/Buying Entity(ies). Liquidated damages on account of shortfall in meeting the performance criteria will be computed as follows: LD applicable = 1.5 * **Applicable Tariff** in INR/MW/Year x **Contracted Capacity** (MW) x (A - B) / 100 Where A - Minimum allowed ESS Annual Functional Availability **(90%).** B - Actual Annual System Availability, as calculated as per above. The above equation applicable only if B is less than **90%.**
72.	**PPA**	**4.7.2**	Any delay beyond 120 days from the Effective Date of PPA in issuance of Order for the adoption of tariff by Appropriate Commission, shall entail a corresponding extension in Scheduled Financial Closure and the Scheduled Commissioning Date for equal number of days for which the Appropriate Commission order has been delayed beyond such period of 120 days from the Effective Date of PPA.	Any delay beyond **60 days** from the Effective Date of PPA in issuance of Order for the adoption of tariff by Appropriate Commission, shall entail a corresponding extension in Scheduled Financial Closure and the Scheduled Commissioning Date for equal number of days for which the Appropriate Commission order has been delayed beyond such period of **60 days** from the Effective Date of PPA.
73.	**PPA**	**4.7.9**	Delay in **commissioning of the project** beyond the scheduled commissioning date for reasons other than those specified in Article 4.7.1 & Article 4.7.2 shall be an event of default on part of the PSPD and shall be subject to the consequences specified in the Article 4.8.	Delay in **Commencement of Supply of Storage Capacity from the project** beyond the **SCSD date** for reasons other than those specified in Article 4.7.1 & Article 4.7.2 shall be an event of default on part of the PSPD and shall be subject to the consequences specified in the Article 4.8.
74.	**PPA**	**4.8.1**	The Project shall be fully commissioned and PSPD shall commence **supply of contracted capacity** within the SCSD as defined in this Agreement. If the PSPD is unable to commence the **supply of power** by the SCSD for the reasons other than those specified in Article 4.7.1 and 4.7.2, the PSPD shall pay to SJVN, to enable SJVN to remit the amount to the Buying Entity(ies) damages for the delay in such **commissioning** and making the Contracted Capacity available for **dispatch** by the SCSD as per the following:	The Project shall be fully commissioned and PSPD shall commence **supply of Storage capacity from full Project** within the SCSD as defined in this Agreement. If the PSPD is unable to commence the **supply of storage capacity** by the SCSD for the reasons other than those specified in Article 4.7.1 and 4.7.2, the PSPD shall pay to SJVN, to enable SJVN to remit the amount to the Buying Entity(ies) damages for the delay in such **commencement of supply of storage capacity** and making the Contracted Capacity available for **charging/discharging** by the SCSD as per the following:
75.	**PPA**	**4.8.3**	If the PSPD agrees to Supply all or part of the Contracted Capacity of the Procurer from an alternate source during the period between the SCSD and ACSD, and on the terms specified in the PPA, the Damages payable under this Clause will be proportionally reduced based on the extent of such Supply	If the PSPD agrees to Supply all or part of the Contracted Capacity of the Procurer from an alternate source during the period between the SCSD and ACSD, and on the terms specified in the PPA, the Damages payable **under Clause 4.8.1 above** will be proportionately reduced based on the extent of

Sr. No.	Document	Clause No.	Existing Clause	Amended Clause
			vis à-vis the Contracted Capacity. If the Project is not completed and the ACSD does not occur within **180 days** from the SCSD, and unless the delay is on account of Force Majeure or attributable to the Procurer, the Procurer may terminate the PPA at its discretion.	such Supply vis à-vis the Contracted Capacity. **In such case**, if the Project is not completed and the ACSD does not occur within **180 days** from the SCSD, and unless the delay is on account of Force Majeure or attributable to the Procurer, the Procurer may terminate the PPA at its discretion.
76.	**PPA**	**5.1.3**	The synchronization equipment and all necessary arrangements / equipment including RTU / any other equipment for charge and discharge of power from the Project and transmission of data to the concerned authority as per applicable regulation shall be installed by the PSPD at its facility of the Project at its own cost. The PSPD shall synchronize its system with the Grid System only after the approval of synchronization scheme is granted by the head of the concerned substation/Grid System and checking/verification is made by the concerned authorities of the Grid System and RLDC, in line with the provisions of the Grid Code. **The PSPD shall synchronize its system with the Grid System only after the approval of synchronization scheme is granted by the head of the concerned substation/Grid System and checking/verification is made by the concerned authorities of the Grid System.**	The synchronization equipment and all necessary arrangements / equipment including RTU / any other equipment for charge and discharge of power from the Project and transmission of data to the concerned authority as per applicable regulation shall be installed by the PSPD at its facility of the Project at its own cost. The PSPD shall synchronize its system with the Grid System only after the approval of synchronization scheme is granted by the head of the concerned substation/Grid System and checking/verification is made by the concerned authorities of the Grid System and RLDC, in line with the provisions of the Grid Code.
77.	**PPA**	**5.1.5**	The Scheduled Commencement of Supply of power Date (SCSD) for the full contracted capacity shall be the date as on Sixty (60) months from the Effective Date of the PPA i.e. the date as on 60 months from the Effective Date of PPA.	The Scheduled Commencement of Supply of power Date (SCSD) for the full contracted capacity shall be the date as on **36 months from the Effective Date of the PPA for at least 50 % capacity** and 42 months from the Effective Date of the PPA for 100 % capacity.
78.	**PPA**	**5.1.6**	**The PSPD shall commission the Project in line with provisions of the Grid Code**. It is clarified that SJVN shall bear no responsibility in declaration of commissioning/COD of the Project. SJVN's scope will be limited to verifying the installation of rated capacity(ies) of the Project, with respect to the committed Contracted Capacity as part of the PPA. This verification will be at SJVN's discretion and shall not constitute any certification/confirmation of commissioning/COD of the Project by SJVN. The date of onset of commercial offtake of power by SJVN/Buying Entity shall be determined as the date of commencement of power supply under the RfS/PPA. Prior to declaration of commencement of power supply, PSPD shall submit Commissioning/COD certificate for the corresponding Contracted Capacity which has commenced power supply to SJVN as part of the requisite documents.	**The PSPD shall commission the Project in line with provisions of the applicable Grid Code i.e., Central Electricity Regulatory Commission (Indian Electricity Grid Code) Regulations, 2023, as amended from time to time.** It is clarified that SJVN shall bear no responsibility in declaration of commissioning/COD of the Project. SJVN's scope will be limited to verifying the installation of rated capacity(ies) of the Project, with respect to the committed Contracted Capacity as part of the PPA. This verification will be at SJVN's discretion and shall not constitute any certification/confirmation of commissioning/COD of the Project by SJVN. The date of onset of commercial offtake of power by SJVN/Buying Entity shall be determined as the **date of commencement of supply of storage capacity** under the RfS/PPA. Prior to declaration of commencement of power supply, PSPD shall submit Commissioning/COD certificate for the corresponding Contracted Capacity which has commenced power supply to SJVN as part of the requisite documents.
79.	**PPA**	**5.1.11**	**The PSPD shall be permitted for full commissioning as well as part commissioning of the Project even prior to the Scheduled Commissioning Date.** Early commissioning of the Project will be allowed solely at the risk and cost of the PSPD, and SJVN may purchase the Pumped Storage Capacity from such early commissioned Project at PPA tariff, only in the case Buying Entity agrees to purchase Pumped Storage Capacity at an earlier date at PPA tariff plus facilitation charges in the form of trading margin under PSA.	**The PSPD shall be permitted for commencement of supply of storage capacity from full as well as part Contracted Capacity even prior to the SCSD, subject to availability of connectivity and General Network Access.** Early commencement of power supply will be allowed solely at the risk and cost of the PSPD and first right of refusal for offtake of such power will vest with the End procurer. In case the End procurer refuses to buy such power, the right of refusal shall vest with SJVN. In case **SJVN/End procurer** agrees

Sr. No.	Document	Clause No.	Existing Clause	Amended Clause
			Such intimation for early commissioning shall be provided to SJVN at least 15 days before the proposed early commissioning date as per the Commissioning procedure. In case there is no response provided by SJVN within 15 days from the receipt of such intimation, such early commissioned capacity shall be deemed to have been rejected by SJVN. In case SJVN does not agree to purchase such capacity, early part/full commissioning of the Project shall still be allowed and the PSPD will be free to sell such capacity to a third party at its own risk and cost; subject to the first right of refusal of Buying Entity until SCSD or the date of commencement of procurement of Pumped Storage Capacity notified by SJVN, whichever is earlier. In such cases, a Provisional Commissioning Certificate will be issued to PSPD for period up to SCSD or date of commencement of Power Procurement (whichever is earlier), along with a NOC for sale of Power to 3rd Party for such period. Subject to the provisions of this Agreement, in case of early commissioning, if PSPD sells any capacity to a third party, the PSPD will have to again demonstrate 100% of Contracted Capacity (as per the Commissioning Procedure) to the Buying Entity, the Procurer from the date of commencement of off-take of capacity by the Procurer	to purchase power from such early part/full commencement of power supply prior to SCSD, such power will be purchased at the PPA tariff **plus SJVN's facilitation charges in the form of trading margin.** In case SJVN does not agree to purchase such energy, early part/full commissioning of the Project shall still be allowed and the PSPD will be free to sell such energy to a third party until SCSD or the date of commencement of procurement of power from the Project as notified by SJVN, whichever is earlier. However, early part/ full commissioning of the Project and subsequent energy procurement from the same shall be subject to the approval of SJVN. The PSPD shall give at least 15 days advance notice to both the End Procurer(s) and Intermediary Procurer regarding the advance commissioning of full or part contracted capacity. The End Procurer(s) and Intermediary Procurer shall give acceptance for availing such storage capacity or stored energy within 15 days from the date of service of such notice., beyond which it would be considered as deemed refusal. **In case of early commissioning, if PSPD sells any capacity to a third party, the PSPD will have to again demonstrate 100% of Contracted Capacity (as per the Commissioning Procedure) to SJVN from the date of commencement of offtake of capacity by SJVN.**
80.	**PPA**	**7.1.4**	**New Clause**	In case of pooling of multiple Projects, multiple Projects can be pooled at a Pooling Substation prior to the Delivery point and the combined power for charging/discharging of the PSP can be fed at Delivery point through a common transmission line from the Pooling Substation. In such cases, ABT compliant sub-meters as per relevant regulation/ approval are also to be set up at pooling substation for individual projects in addition to the meters at Delivery Point as described in clause 7.1.3.
81.	**PPA**	**9.1**	The PSPD shall be entitled to receive the Tariff of INR_____/MW/Annum [Insert the Tariff discovered through the bidding process conducted by SJVN], fixed for the entire term of this Agreement, with effect from the SCSD/Extended SCSD/ Actual Commencement of Supply date, the Contracted Capacity made available to the Buying Entity during PPA Period, as per the provision of this agreement.	The PSPD shall be entitled to receive the Tariff of INR----------/MW/Annum [Insert the **Final $\boldsymbol{AFC\ after}$** e - $\boldsymbol{RA}$], fixed for the entire term of this Agreement, with effect from the SCSD/Extended SCSD/ Actual Commencement of Supply date, the Contracted Capacity made available to the Buying Entity during PPA Period, as per the provision of this agreement.
82.	**PPA**	**9.2**	GST/taxes levied on the energy storage facility provided by the PSPD, if any, shall be passed on through to the Buying Entity	The quoted tariff shall be exclusive of GST. The PSPD will be obligated to undertake measures to reduce GST incidence by availing Input Tax Credit (ITC) or any other tax refund, exemption, or benefit under applicable tax laws. The final impact of GST shall be reimbursed by the Buying Entity on production of supporting documents adjusting for the benefits.
83.	**PPA**	**9.3**	In case of early part/full **commissioning of the project**, till SCSD, the PSPD will be free to sell the electricity generated/ battery capacity, to any entity other than the SJVN/ Buying Entity(ies), only after giving the first right of	In case of early part/full **commencement of supply of Storage capacity from Project** , till SCSD, the PSPD will be free to sell the electricity generated/ battery capacity, to any entity other than the SJVN/ Buying Entity(ies), only after giving the first right of refusal to the SJVN/Buying

Sr. No.	Document	Clause No.	Existing Clause	Amended Clause
			refusal to the SJVN/Buying Entity(ies) by giving 15 days advance notice to both SJVN and Buying Entity. SJVN/Buying Entity shall provide refusal within 15 (fifteen) days from the receipt of the request for early part/full **commissioning of the Project**, beyond which it would be considered as deemed refusal. Provided that in case both the Buying Entity and SJVN give their acceptance to storage capacity, the Buying Entity will be accorded priority in availing such capacity from the Pumped Storage System. In case the designated Buying Entity does not give its acceptance, then SJVN can **use** such storage capacity directly or designate another potential buyer/entity to use such storage capacity. In case SJVN/Buying Entity agree to **use** the storage capacity from a date prior to the SCSD, such capacity shall be purchased at the Applicable Tariff (as per Article 9.1). Any energy generated/ Pumped Storage capacity used before SCSD shall not be at the cost of SJVN.	Entity(ies) by giving 15 days advance notice to both SJVN and Buying Entity. SJVN/Buying Entity shall provide refusal within 15 (fifteen) days from the receipt of the request for early part/full **commencement of supply of Storage capacity from Project**, beyond which it would be considered as deemed refusal. Provided that in case both the Buying Entity and SJVN give their acceptance to storage capacity, the Buying Entity will be accorded priority in availing such capacity from the Pumped Storage System. In case the designated Buying Entity does not give its acceptance, then SJVN can **purchase** such storage capacity directly or designate another potential buyer/entity to **purchase** such storage capacity at **Applicable Tariff (as per clause no. 9.1 above)**. In case SJVN/Buying Entity agree to **purchase** the storage capacity from a date prior to the SCSD, such capacity shall be purchased at the Applicable Tariff (as per Article 9.1). Any energy generated/ Pumped Storage capacity used before SCSD shall not be at the cost of SJVN.
84.	**PPA**	**10.1.1**	Pursuant to Article 4.1.1 (o), SJVN shall set up a payment security fund in order to ensure timely payment, which shall be suitable to support payment of at least 3 (three) months' billing.	Pursuant to Article 4.1.1 (o), SJVN shall set up a payment security fund in order to ensure timely payment. **Modalities of operationalization of the Payment Security Deposit will be notified by SJVN at appropriate stage, through necessary guidelines/orders.**
85.	**PPA**	**13.1.1 (i)**	the failure to commence availability of Pumped Storage System for providing Storage capacity to SJVN up to the Contracted Capacity, by the end of the period specified in Article 4, or failure to maintain minimum annual availability of Storage Capacity of contracted capacity to SJVN after the commencement of supply of power, for any Contract Year (except for the first and final Contract Years), throughout the term of this Agreement, or if---------- ----------	the failure to commence availability of Pumped Storage System for providing Storage capacity to SJVN up to the Contracted Capacity, by the end of the period specified in Article 4, **or failure to maintain minimum 75 % of the stipulated annual availability of Storage Capacity of contracted capacity to SJVN for two(2) consecutive financial years or more (except for the first financial year ending on 31st March subsequent to ACSD and final Contract Year) or failure to maintain annual cycle loss below 30% (thirty percent) for three consecutive financial years or more (except for the first financial year ending on 31st March subsequent to ACSD and final Contract Year),** or if ---------
86.	**PPA**	**13.3.5**	Further, in case of failure to maintain minimum annual availability of storage capacity as declared in the PPA for **2 (two) consecutive year**s excluding the first Contract year ending on 31st March immediately after ACSD, the PSPD's minimum annual availability of storage capacity obligation shall get reduced to the average of actual annual availability for the 2 default years and the PSPD shall be obligated to pay to the Procurer lump-sum damages equivalent to 24 (twenty-four) months or balance PPA period whichever is less, of the tariff, for the reduction in minimum annual availability obligation. Provided that in case the PSPD fails to pay the lump sum damages then, such failure of the PSPD may be treated as an event of default and the PPA may be terminated. In the event of termination of PPA, the PSPD shall be liable to pay to the Procurer, damages, equivalent to 24 (twenty-four) months, or balance PPA period whichever is less, of tariff for its contracted capacity with the stipulated minimum annual availability.	Further, in case of failure **to maintain minimum 75 % of annual availability of Storage Capacity of contracted capacity for two (02) consecutive financial years or more or failure to maintain annual cycle loss below 30% (thirty percent) for three (03) consecutive financial years or more (except for the first financial year ending on 31st March immediately after ACSD and final Contract Year)**, the PSPD's minimum annual availability of storage capacity obligation shall get reduced to the average of actual annual availability for the 2 default years and the PSPD shall be obligated to pay to the Procurer lump-sum damages equivalent to 24 (twenty-four) months or balance PPA period whichever is less, of the tariff, for the reduction in minimum annual availability obligation. Provided that in case the PSPD fails to pay the lump sum damages then, such failure of the PSPD may be treated as an event of default and the PPA may be terminated. In the event of termination of PPA, the PSPD shall be liable to pay to the Procurer, damages, equivalent to 24 (twenty-four) months, or balance PPA period whichever is less, of tariff for its contracted capacity with the stipulated minimum annual availability.

Sr. No.	Document	Clause No.	Existing Clause	Amended Clause
87.	**PPA**	**13.6**	In all cases, the lenders may also step in where appropriate as provided in the financing documents. Further, in all cases, the defaulting Party will be required to pay the applicable within 3 months from the due date of such payment, subsequent to which, the defaulting Party will be required to pay a monthly interest @1% of the compensation.	In all cases, the lenders may also step in where appropriate as provided in the financing documents. Further, in all cases, the defaulting Party will be required to pay the applicable **payment** within 3 months from the due date of such payment, subsequent to which, the defaulting Party will be required to pay a monthly interest @1% of the compensation.
PSA				
88.	**PSA**	**C.** Page no. 2 0f 25	SJVN had initiated a Tariff Based Competitive Bid Process for **Selection of Pumped Storage Projects Developers for Setting up of 2000 MW Energy Storage Capacity(For 8 Hours discharge with maximum 5 Hours continuous discharge) from Pumped Storage Power Projects in India under Tariff-based Competitive Bidding"** on the terms and conditions contained in the Request for Selection (hereinafter referred to as `RfS') issued by SJVN vide RfS No. SJVN/CC-Delhi/REIA/2025/PSP-1 dated ……. including its subsequent amendments and clarifications, if any;	SJVN had initiated a Tariff Based Competitive Bid Process for **Selection of Pumped Storage Projects Developers for Supply of 2000 MW/16000 MWh Energy Storage Capacity from Pumped Storage Power Projects in India under Tariff-based Competitive Bidding"** on the terms and conditions contained in the Request for Selection (hereinafter referred to as `RfS') issued by SJVN vide RfS No. SJVN/CC-Delhi/REIA/2025/PSP-1 dated ……. including its subsequent amendments and clarifications, if any;
89.	**PSA**	**II Page no. 4 of 25**	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 60 days of submission of application/petition for tariff adoption under Section 63 of the Electricity Act,2003 in Appropriate Commission, SJVN shall obtain adoption of tariff from Appropriate Commission, on the terms and conditions contained in this Agreement read with the terms and conditions contained in the Power Purchase Agreement entered into between SJVN and the PSPD. The Parties agree that in the event the order of adoption of tariff as mentioned above (i.e. under Section 63 of the Electricity Act,2003) is not issued by the Appropriate Commission within the time specified above, this shall entail a corresponding extension in Scheduled Commencement of Supply Date (SCSD) of the Projects for equal number of days for which the Appropriate Commission order has been delayed beyond the above deadline	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 60 days of submission of application/petition for tariff adoption under Section 63/ 86(1)(b) of the Electricity Act, 2003 in Appropriate Commission/SERC, SJVN/Buying Entity (as the case may be) shall obtain adoption of tariff from Appropriate Commission and/or Contracted Capacity approval from CERC/SERC (as applicable), on the terms and conditions contained in this Agreement read with the terms and conditions contained in the Power Sale Agreement entered into between SJVN and the Buying Entity(ies).** The Parties agree that in the event the order of adoption of tariff as mentioned above **(i.e. under Section 63/ 86(1)(b) of the Electricity Act, 2003)** is not issued by the Appropriate Commission/SERC within the time specified above, this shall entail a corresponding extension in Scheduled Commencement of Supply Date (SCSD) of the Projects for equal number of days for which the Appropriate Commission order has been delayed beyond the above deadline. In case of any difference between the date of signing of PPA and the Effective Date of the PPA, which is attributable to the RPD, such duration between the two dates (in terms of days), will be deducted from the above extension in the corresponding milestone. Provided further that in case, the order of adoption of Tariff and/or procurement approval from CERC and/or SERC is not received or delayed, either Party shall not be liable for payment of any compensation to other Party for any loss or damage on account of such delay in availability or non-availability of the approval of CERC/SERC, as the case may be.
90.	**PSA**	**XIV Page no. 7 of 25**	The Buying Entity shall be responsible for obtaining Grid Access as **per the prevalent Regulations**. The Buying Entity shall ensure that they obtain the	The Buying Entity shall be responsible for obtaining Grid Access as **per the Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations,**

Sr. No.	Document	Clause No.	Existing Clause	Amended Clause
			Grid Access prior to **Scheduled Date of Commissioning (SCoD) or actual Date of Commissioning (CoD)** under the PSA, whichever is earlier. In case of failure to obtain the **grid access** by the above deadline, all the charges pertaining to **supply of power** (including but not limited to Power Curtailment Charges (Equivalent to deemed energy) due to merit order dispatch, DSM charges, etc.) shall be borne by Buying Entity.	**2022, and for obtaining any Grid Access/NOC/clearance from the respective State Transmission Utility (STU)/SLDC, at its own risk and cost**. The Buying Entity shall ensure that they obtain the **GNA** prior to **Scheduled Commencement of Supply Date or actual Commencement of Supply of Storage Capacity** under the PSA, whichever is earlier. In case of failure to obtain the **GNA** by the above deadline, all the charges pertaining to **supply of storage capacity** (including but not limited to **t-GNA**, Power Curtailment Charges (Equivalent to deemed energy) due to merit order dispatch, DSM charges, etc.) shall be borne by Buying Entity.
91.	**PSA**	**1.2**	As per provisions of the PPA(s), the PSPD(s) are permitted for full as well as part **commissioning of the Project** even prior to the SCSD. In case of early part/full **commissioning of the Project(s)** prior to SCSD, Buying Entity shall have the first right of refusal and Buying Entity may purchase the power at the Applicable tariff as per the PPA(s) plus SJVN's Trading Margin of 1% of the **Final AFC (expressed in INR/MW/annum).**	As per provisions of the PPA(s), the PSPD(s) are permitted for full as well as part **commencement of supply of storage capacity from** the Project even prior to the SCSD. In case of early part/full commissioning of the Project(s) prior to SCSD, Buying Entity shall have the first right of refusal and Buying Entity may purchase the power at the Applicable tariff as per the PPA(s) plus SJVN's Trading Margin of 1% of the **Final AFC (expressed in INR/MW/annum) and any taxes and duties including GST (if applicable) for making PSP capacity available to the Buying Entity under this Agreement, shall be payable by the Buying Entity to SJVN over and above of the Applicable Tariff under PPA, which SJVN shall be entitled to appropriate as its income.**
92.	**PSA**	**2.3 c)**	New clause added	Supplementary bill for LPS will be issued by SJVN based on adjustment of payment towards LPS already done as per LPS rules 2022 including its subsequent amendments and clarifications.
93.	**PSA**	**2.6.1**	Notwithstanding anything to the contrary contained in this Agreement, SJVN shall be entitled to but not obligated to regulate availability of Storage Capacity to the Buying Entity in case of Default in making payment by the 30th day after the Due Date of the Buying Entity. SJVN shall issue the Notice for Regulation of Power Supply on the date above and shall give a notice of 15 days to start the regulation on the 16th day thereafter.	Notwithstanding anything to the contrary contained in this Agreement, SJVN shall be entitled to but not obligated to regulate availability of Storage Capacity to the Buying Entity in case of Default in making payment by the 30th day after the Due Date of the Buying Entity **and non-maintenance of Payment Security Mechanism as per Article 2.5, provided that advance payment of at least one month shall constitute payment security if there are no outstanding dues**. SJVN shall issue the Notice for Regulation of Power Supply on the date above and shall give a notice of 15 days to start the regulation on the 16th day thereafter.
94.	**PSA**	**2.9.1**	The provisions of Article 4.6 of the PPA shall be applicable mutatis mutandis to this Agreement. PSPD, in any Contract Year except for the Contract Year ending on 31st March immediately after Actual Commencement of Supply of Power Date (ACSD) from the Project, shall not be obliged to supply / make available any Pumped Storage Capacity beyond / over and above Contracted Capacity. After the declaration of ACSD, Charging power for charging of the ESS Capacity shall be scheduled and supplied by the Buying Entity. **In no case, Buying Entity shall demand / schedule any energy in excess of 75% of the energy scheduled considering minimum round trip efficiency of the Pumped Storage Capacity being 75%. Schedule of charging and Discharging will be as per extant regulations / provisions.**	The provisions of Article 4.6 of the PPA shall be applicable mutatis mutandis to this Agreement. PSPD, in any Contract Year except for the Contract Year ending on 31st March immediately after Actual Commencement of Supply of Power Date (ACSD) from the Project, shall not be obliged to supply / make available any Pumped Storage Capacity beyond / over and above Contracted Capacity. After the declaration of ACSD, Charging power for charging of the ESS Capacity shall be scheduled and supplied by the Buying Entity**. In no case, Buying Entity will schedule charging of the PSP 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). Schedule of charging and Discharging will be as per extant regulations / provisions.**

Sr. No.	Document	Clause No.	Existing Clause	Amended Clause
			Further, during a Day, Buying Entity shall not ask for / schedule any Pumped Storage Capacity / Energy in excess of 1 Operational Cycle i.e. 1 cycles of charge and discharge of 8 Hours with maximum 5 Hours continuous discharge. Provided that, Buying Entity may, at its discretion, utilize the Pumped Storage Capacity by splitting the discharge cycle in maximum two sessions at rated power with maximum continuous duration of five hour in one session, subject to condition that total scheduled discharge of energy from Pumped Storage Capacity as demanded by the Buying Entity shall be limited to 75% of the energy supplied by the Buying Entity.	Further, during a Day, Buying Entity shall not ask for / schedule any Pumped Storage Capacity / Energy in excess of 1 Operational Cycle i.e. 1 cycles of charge and discharge of 8 Hours **with maximum 6 Hours continuous discharge. Provided that, Buying Entity may, at its discretion, utilise the PSP by splitting each discharge cycle in maximum three sessions at rated power with minimum continuous duration of two hour in one session, subject to condition that the Buying Entity will schedule charging of the PSP 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.**
95.	**PSA**	**2.9.2(i)**	Subsequent to commissioning of the Project, for any Contract Year, the PSPD shall be required to maintain and demonstrate the following performance parameters: **Annual Average Availability of 95%**: During any Contract Year for the Contracted Capacity, PSPD shall be required to maintain minimum annual average availability of 95%. Availability of the Contracted Capacity shall mean the ability of the PSPD to execute a function i.e. charging or discharging, when called upon to do so as per the schedule, subject to the minimum system ratings specified herein. **The Annual availability shall commence from the date of signing of PPA and shall be calculated as below:** Annual Average Availability= Average of the PSP's Daily availability over the year. "Availability (MW)" is the capability of the Project……	Subsequent to commissioning of the Project, for any Contract Year, the PSPD shall be required to maintain and demonstrate the following performance parameters: **Annual Average Availability of 90%**: During any Contract Year for the Contracted Capacity, PSPD shall be required to maintain minimum annual average availability of **90%**. Availability of the Contracted Capacity shall mean the ability of the PSPD to execute a function i.e. charging or discharging, when called upon to do so as per the schedule, subject to the minimum system ratings specified herein. **The Annual availability shall commence from the ACSD subject to condition as mentioned in clause 6.7.10 of RfS and shall be calculated as below:** **The minimum Annual Availability of the project shall be 90%. Planned maintenance shutdown, if any, is to be informed to SJVN and the Buying Entity at least 1 month prior to such planned maintenance shutdown. Developer should take Planned Maintenance Shutdown in lean demand period of Buying Entity and in consultation with Buying Entity. The Planned Maintenance hours shall be included in the calculation of Annual Availability.** Annual Average Availability= Average of Daily availability of the Pumped Storage Capacity over the year. **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 PSP. Whereas, **System Availability in a time-block** $=Actual\ Injection/Drawl\ MUi(A)/$ $Scheduled\ Injection/Drawl\ MUi(B)$,

Sr. No.	Document	Clause No.	Existing Clause	Amended Clause
				Where, a) i refers to the ith time-block in the year where Scheduled Injection/Drawl MUi ≠ 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. "Availability (MW)" is the capability of the Project……
96.	**PSA**	**2.9.2(i)**	In case of shortfall in meeting the above criteria, the PSPD shall be levied liquidated damages for such shortfall and shall duly pay such damages to SJVN. Amount of such liquidated damages shall be 1.5 times of the Capacity Charges (Capacity Charges shall mean Applicable Tariff as defined under **Article 9 of the PPA**) for the capacity not made available.	In case of shortfall in meeting the above criteria, the PSPD shall be levied liquidated damages for such shortfall and shall duly pay such damages to SJVN. Amount of such liquidated damages shall be 1.5 times of the Capacity Charges (Capacity Charges shall mean Applicable Tariff as defined under **Article 4.6.3(ii) of the PPA)** for the capacity not made available.
97.	**PSA**	**2.9.2(ii)**	**Round Trip Efficiency (RtE):** The PSPD shall demonstrate a minimum round trip efficiency of 75% for each charging-discharging cycle. The PSPD shall also ensure yearly round trip efficiency as declared during Bid (Format 7.10). Daily/Monthly/Yearly Efficiency of the Pumped Storage system shall be demonstrated by PSPD and automatically logged in configured performance monitoring system of the Pumped Storage System. Incoming and outgoing energy at delivery point shall be measured with ABT class meters. The efficiency shall be measured as follow, Efficiency (%) = (Gout/ Gin) x 100 Where Gin and Gout are the total cumulative incoming and outgoing energy measured during one complete charge-discharge cycle. Yearly Efficiency (%) = Average of all Efficiency (%) over period of one year**.**	**Round Trip Efficiency (RtE):** The PSPD shall demonstrate a minimum round trip efficiency of 75% for each charging-discharging cycle. The PSPD shall also ensure yearly round trip efficiency as declared during Bid (Format 7.10). Daily/Monthly/Yearly Efficiency of the Pumped Storage system shall be demonstrated by PSPD and automatically logged in configured performance monitoring system of the Pumped Storage System. Incoming and outgoing energy at delivery point shall be measured with ABT class meters. The efficiency shall be measured as follow, Efficiency (%) = (Gout/ Gin) x 100 Where Gin and Gout are the total cumulative incoming and outgoing energy measured during one complete charge-discharge cycle. Yearly Efficiency (%) = Average of all Efficiency (%) over period of one year**.** **Gin and Gout 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.** **<u>Remarks</u>** **i. Gin and Gout 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.** **ii. The PSPD shall take separate, metered connection for the Auxiliary Power load of PSP. Cost of Auxiliary power shall be borne by the PSPD as per the concerned Central/State regulations.** **OR**

Sr. No.	Document	Clause No.	Existing Clause	Amended Clause
				The PSPD can draw auxiliary power from Interconnection point. Separate meter would be arranged by PSPD to measure auxiliary consumption which will be billed by Buying Entity. Arrangement of power for auxiliary consumption is under scope of the PSPD. **iii. The input energy for charging shall be provided by the Buying Entity(ies).** **iv. All auxiliary consumption shall be deemed included in the RTE calculation.**
98.	**PSA**	**2.9.2(iii)**	**New Clause Added**	i. The Contracted Capacity of the Project shall be in terms of "MW", which shall also be referred to as the Project Capacity. SJVN's obligation shall be to procure entire 100% of the Project Capacity. ii. The capacity offered under this Tender shall be capable of 8 Hours discharge with **minimum 6 hours** continuous discharge of electricity upto the contracted capacity on daily basis, with a gap of **minimum 03 Hours between each peak slot of 06 Hours and 02 Hours~~.~~** iii. For a Contracted Capacity of 500 MW, the BESPA shall entitle the offtaker/Buying Entity to schedule discharge upto 4000 MWh of energy from the PSP in One (01) operational cycle of 08 hours per day (i.e. one complete charging and discharging cycles per day). iv. Buying Entity shall provide the charging energy factoring the Cycle Loss in RfS. The Buying Entity will schedule charging of the PSP 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). **The input energy for charging shall be provided by the Buying Entity(ies) in steps of 100% of the rated unit-wise capacity (in MW) upto the contracted capacity at Delivery Point up to the declared Cycle Loss.** Illustration: For a Contracted Capacity of 250 MW/2000 MWh, assuming a Cycle loss of loss of 20%, Buying Entity/SJVN shall supply charging power to the tune of 2500 MWh, to expect a discharge of 2000 MWh as per the desired schedule. v. **Power rating** of a 4000 MWh PSPD will be 500 MW (500 MW x 8 hrs) i.e., the maximum value of the active output and input power at the Delivery Point. The Energy rating of 4000 MWh of the system will be the dispatchable capacity as measured at the Metering Point. vi. The PSPD shall make the PSP available for One (01) operational cycle per day, i.e. 01 Complete charge-discharge cycles per day. Provided

Sr. No.	Document	Clause No.	Existing Clause	Amended Clause
				that, Buying Entity may, at its discretion, utilize the PSP by splitting each discharge cycle in maximum three sessions at rated power with minimum continuous duration of two hour in one session. **Illustration:** **Sr. No. / Session-1 / Session-2 / Session-3** 1 / 6 / 2 / - 2 / 5 / 3 / - 3 / 4 / 4 / - 4 / 4 / 2 / 2 5 / 3 / 3 / 2 vii. The nameplate ratings shall be achievable during discharge for the full range of environmental conditions at the Project site when the PSP is fully charged. In any case, the PSP shall be capable of being discharged at reduced power levels from that specified above. However, the energy discharged from the PSP shall not require to be greater than the nameplate watt-hour rating specified herein. **viii.** The Buying Entity shall, in accordance with Applicable Laws and Regulations thereunder, issue instructions to the PSPD through SJVN for dispatch of electricity to the Grid during such period and in such volume as it may specify in its instructions. The PSPD shall clearly specify the maximum recovery time required to restore the PSP for functional availability between duty cycles . However, in any case, the same shall not be more than 1 Hour. ix. **Operational Window**: Operational Window shall mean the expected hours/duration of system (capacity) availability on each day during the term of the Contract, excluding: a. Maximum PSP recovery time as specified in this document b. Grid Outages (duly certified to this effect by the Grid Operator) c. Planned Maintenance Outage duly informed by the PSPD to the off-taker with at least one month's prior notice, subject to meeting the minimum annual Availability criteria as specified in the PPA. x. PSPD will have to comply with the Charging and Discharging Schedule as intimated by Buying Entity. It is clarified that discharge of PSP shall take place subject to availability of real time margin at the ISTS substation. xi. In addition to above, the PSPD shall also submit Available energy Test Report for the Project Capacity as per ISO/IEC codes/regulations (if any) on annual basis. The assessment of PSP on annual basis shall be carried out by personnel trained for inspection as per ISO/IEC codes/regulations (if any).

Sr. No.	Document	Clause No.	Existing Clause	Amended Clause
				xii. It shall be the responsibility of the PSPD to make periodic replacements/replenishments of system capacities (to ensure annual guaranteed system ratings), if and when required, up to the Term of the PPA. Outage time as a result of replacement will also be counted as an "Accountable PSP Outage" for the purpose of computing PSP Availability. xiii. Pursuant to the provisions as above, the PSPD shall plan the dispatch of electricity and convey its availability for scheduling thereof by the SLDC or RLDC, as the case may be, and shall supply electricity in accordance with the provisions of the Grid Code and the Electricity Act, 2003. The PSPD shall adhere to all the technical requirements as brought out in Annexure-A of the RfS. The PSP shall conform to all the applicable CEA and CERC Standards for connectivity, metering, communication with the grid operators, etc. **xiv. State of Charge** a) It is clarified that the maximum State of Charge for 2000 MW capacity can be 12,000 MWh (2000 MW x 6 hours); after 6 hours of discharge, the State of Charge will reduce to zero and accordingly before scheduling the next cycle of discharge, Procurer will provide charging power. b) For avoidance of doubt, it is specifically provided that the Declared Availability will not take into account the State of Charge (as defined below), as the State of Charge will vary continuously based on pumping / generation instructions issued by Procurer. Procurer shall consider State of Charge before issuing the pumping / generation instructions. The Developer shall intimate the State of Charge (expressed in MWh output terms) to the Procurer regularly and dynamically. c) The Developer shall intimate the State of Charge (expressed in MWh output terms) to the Procurer /SLDC/RLDC regularly and dynamically. d) For illustration purpose, State of Charge and corresponding remaining maximum pumping / generation quantity (MWh) are illustrated below (assuming Contracted Capacity of 2000 MW, 6 hours maximum discharge and Cycle Loss of 25 %):

<table>
<tr><th>Sr. No.</th><th>Document</th><th>Clause No.</th><th>Existing Clause</th><th>Amended Clause</th></tr>
<tr><td></td><td></td><td></td><td></td><td>
<table>
<tr><th>State of Charge (MWh)</th><th>Remaining Maximum Continuous Discharge (output energy) (MWh) (instant MW output capped to Contracted Capacity)</th><th>Remaining Maximum Continuous Charge (input energy) (grossed up for Cycle Loss) (MWh)(instant MW input capped to Contracted Capacity)</th></tr>
<tr><td>12000 (Max)</td><td>12000</td><td>0</td></tr>
<tr><td>10000</td><td>10000</td><td>2667</td></tr>
<tr><td>8000</td><td>8000</td><td>5333</td></tr>
<tr><td>6000</td><td>6000</td><td>8000</td></tr>
<tr><td>4000</td><td>4000</td><td>10667</td></tr>
<tr><td>2000</td><td>2000</td><td>13333</td></tr>
<tr><td>0 (Min)</td><td>0</td><td>16000</td></tr>
</table>
e) If the continuous-charge / discharge instruction provided by the Procurer/SLDC exceeds the limits as illustrated above, the continuous-charge / continuous-discharge instruction shall be deemed to have been automatically revised downwards to the limits as illustrated above.

f) Further, RLDC/SLDC/Buying Entity will take dynamic decision depending upon the grid condition and PHSP/s State of Charge for the available quantum of power required for charging and discharging, subject to maximum continuous discharge of 6 hours for the Contracted Capacity.

g) Deemed availability shall be considered in case of charging not provided by the Procurer.
</td></tr>
<tr><td>99.</td><td>PSA</td><td>2.9.3</td><td>The lower limit i.e. min. Annual Average Availability of the PSP being 95% i.e., however be relaxable to the extent of grid non-availability for evacuation which is beyond the control of the PSPD (as certified by the SLDC/RLDC). Further, no compensation shall be applicable in case of non-meeting of performance requirement as stipulated in PPA in events of Force Majeure identified under PPA with SJVN, affecting scheduling of Pumped Storage System capacity.</td><td>The lower limit i.e. min. Annual Average Availability of the PSP being 90% i.e., however be relaxable to the extent of grid non-availability for evacuation which is beyond the control of the PSPD (as certified by the SLDC/RLDC). Further, no compensation shall be applicable in case of non-meeting of performance requirement as stipulated in PPA in events of Force Majeure identified under PPA with SJVN, affecting scheduling of Pumped Storage System capacity.</td></tr>
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Sd/-

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