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CLARIFICATION NO. 1 dated 15.06.2026

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 Biding" (RfS No.: SJVN/CC-Delhi/REIA/2025/PSP-1 dated 10.12.2025 TSC: SJVN-2025-TN0000018)

The following Clarifications are hereby issued with respect to subject cited RfS Document:

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
RfS				
1.	**RFS** Clause No:1.1.7	**1.1.7** …. 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	**RFS** clause no 1.1.7 is contradicting with **RFS** Clause no 6.9.2. It is suggested to align **RFS** clause no 1.1.7 with 6.9.2. The Bidder observes a contradiction between Clause 1.1.7 of the IFB and Clause 6.9.2 of the COC. As per Clause 1.1.7, the total time required is 60 months, whereas Clause 6.9.2 stipulates a timeline of 54 months (12 + 42, considering max.	Please refer Sr No. 2 of Amendment No. 1 dt 15.06.2026.

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		Years of Construction period (Total Maximum as 5 Years).	time provided for signing the PPA) from the date of issuance of the LoA. This inconsistency creates ambiguity in determining the correct schedule for commissioning. This 54 month doesn't account the timeline of 18 months provided for DPR as per clause 1.1.7 of IFB. The Bidder requests the tender authority to revise and harmonize the SCSD timeline to PPA + 66 months or LOA + 78 months, whichever occurs later, so as to ensure clarity, consistency, and practical feasibility in project execution.	
2.	**RFS** Clause No:6.9.2	**RFS 6.9.2** i. 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** Clause No: 1.1.7	-------------------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).	Based on our global experience and best practices, the development time of PSP project is site dependent and typically takes 18 Months of DPR and Minimum 60 Months of Construction time. These projects are big in size generally >1000MW, financial closure also needs substantial time. So bidder requests tender authority to provide total time of 6.5 years (78 month ,18 Months for DPR + 60 Months for construction in non himalayan geology) after LOA.	Please refer Sr No. 2 of Amendment No. 1 dt 15.06.2026.
4.	RFS 1.1.6	The Pumped Storage Project shall provide 8 hours discharge with maximum 5 hours continuous discharge.	Please clarify whether continuous discharge up to 6 hours may be permitted, provided the total daily discharge remains 8 hours.	Please refer Sr No. 21 & 36 of Amendment No. 1 dt 15.06.2026.

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			the RfS limits continuous discharge to 5 hours, but PSP designs and grid ramping needs may require flexibility for up to 6 hours. Allowing this without changing the total energy obligation improves hydraulic stability and operational efficiency.	
5.	RFS 1.1.6	The Pumped Storage Project shall provide 8 hours discharge with maximum 5 hours continuous discharge.	Remaining 2 hours of discharge, please confirm if these can be scheduled in non-continuous blocks at PSPD's discretion. The RfS does not specify how the balance discharge should be delivered. Allowing split blocks for the remaining hours provides operational flexibility and supports grid requirements without affecting total discharge obligations.	Please refer Sr No. 21 & 36 of Amendment No. 1 dt 15.06.2026.
6.	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.	With reference to the provision in the Tender Documents requiring the contracted capacity to be capable of 8 hours of discharge with a maximum of 5 hours of continuous discharge, it is requested that the Procurer may kindly consider revising the discharge profile construct. In this regard, it is requested to consider allowing an alternative construct of 6 hours continuous discharge with balance discharge of 3 hours, instead of the presently specified 5+3 hours construct. **Rationale:** Currently all the Pumped hydro storage projects which are under techno-economical investigation with CEA have	Please refer Sr No. 21 & 36 of Amendment No. 1 dt 15.06.2026.

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			storage capacity ranging from 6 to 8 hours of pondage. The same has been designed considering need for RE-RTC, RE-Peaking demand at national level as well as Renewable energy (primarily Solar) availability for charging of storage across the year. PSPs are typically designed for continuous discharge of 6-7 hours considering use-case and economical cost in such configuration. With the provisions for max 5 hours of continuous discharge as specified in the RFS, participating PSP bidders would bid storage tariff considering the cost of their respective planned 6 hours continuous discharge PSP project while SJVN would only be able to utilise the PSP contracted capacity for 5 hours continuous discharge facility. Hence, most likely resultant PSP tariff will be higher for such configuration than as would have been expected. Considering dynamically evolving demand to be catered to by primarily incremental intermittent RE supply, it is suggested that SJVN may consider continuous hours of charging/ discharging of upto 6 MWh per MW per day with upto total charge/discharge of 8 MWh per MW per day with multiple cycle of storage charging / discharging in a day based on its requirement. Similarly during discharge cycle, it can discharge storage	

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			power on exchange for better realization of stored energy or for meeting dynamic peak demand with varying (50% - 100%) magnitude of contracted Capacity. Hence, to capitalize full potential of PSP on long term basis of 40 years, following 2000 MW Storage contracted capacity usage of PSP can be considered in the tender document: - Total daily discharge of upto 18000 MWh (2000 MW x 9 Hours) for upto 2000 MW Contracted Capacity in multiple cycles in a day at Inter-connection point/ Delivery Point - Maximum Continuous discharge of upto 12000 MWh (2000 MW x 6 Hours) and shall be discharged at MW rate suitable for real-time requirement limited to 2000 MW (max). - Beneficiary to provide Charging Power (in MW) to be equal to the peak Contracted Capacity (in MW) during charging cycle. With respect to the investigation with CEA, other ongoing Pumped Hydro Projects are following the storage capacity of 6 - 8 hours. For example UPPCL (Tender no. 02/PPA/RE/PHSP/2000 MW/2025), APDCL (Tender no. APDCL/CGM(Com&EE)/PSP/2025/14)	

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7.	RfS 1.1.7	"…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 / Land Acquisition / Studies / Detailed Engineering etc. and 3.5 to 4 Years of Construction period (Total Maximum as 5 Years)."	Requesting SJVN to align clause no 1.1.7 as per the timeline mentioned under clause no. 6.9.2 (i)	Please refer Sr No. 2 of Amendment No. 1 dt 15.06.2026.
8.	Clause 1.1.7, RfS	Scope includes site selection, PFR/DPR preparation, all statutory approvals, grid connectivity up to pooling point, construction, and 40-year operation wit h maximum 5-year commissioning from LOA.	Kindly clarify if detailed technical specifications for pump-turbine, motor-generator, reservoirs, and water conductor systems (including minimum head, flow rates) are required in the bid submission, or can these be finalized post-DPR approval. Kindly elaborate.	Bidders are required to submit technical details as per Format 7.10 of RfS.
9.	RFS 1.1.7	The Scope of Works of PSP Project developer(s) shall include Site Selection including all Studies / Investigations, PFRs and DPR preparation & approval (as applicable), all Statutory Approvals, Grid Connectivity and Power Evacuation up to the pooling point, Basic and Detailed Engineering & drawing preparation based on 40 Years Design Life including preparation & approvals of	**Amendment Request** **Rationale:** Clause 6.9.1 of the RfS stipulates that the Scheduled Commencement of Supply Date (SCSD) for the contracted capacity shall be: 36 months from the Effective Date of the PPA for at least 50% of the contracted capacity; and 42 months from the	Please refer Sr No. 2 of Amendment No. 1 dt 15.06.2026. It is further clarified that in accordance with the Standard Tariff-Based Competitive Bidding (TBCB) Guidelines for PSPs, the timeline

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		necessary detailed Technical Specifications, Design & Drawings, Procurement, Construction, Commissioning, meeting all Safety Norms, R&R requirements etc. as required for construction, commissioning and thereafter successful operation for Pumped Hydro Energy Storage (PHES) Projects for a minimum period of 40 years. 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).	Effective Date of the PPA for 100% of the contracted capacity. However, considering the scope of works defined for Pumped Storage Projects (PSP), which includes site selection, detailed studies, DPR preparation and approvals, statutory clearances, land acquisition, detailed engineering, and a construction period of up to 3.5–4 years, the above SCSD timelines appear to be misaligned with the practical development and commissioning requirements of PSPs. In this regard, we request that Clause 6.9.1 may be reviewed and amended to provide the SCSD as 5 (five) years from the Effective Date of the PPA. This request is also supported by the Pumped Storage Project Bidding Guidelines issued by the Ministry of Power dated 6 February 2025, wherein the minimum SCSD timelines prescribed under Mode-1 bidding are: **48 months for Off-River PSPs, and 66 months for On-River PSPs.** Accordingly, we request the Procurer to kindly align the SCSD provisions under Clause 6.9.1 of the RfS with the Ministry of Power PSP Bidding Guidelines.	stipulated under Clause 6.9.2 has been adopted as applicable to Mode-2 PSP projects, keeping in view the requirements of the prospective Procurer(s).

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10.	Clause 1.1.7, RfS	1.1.7 ... 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 42-month SCSD from PPA conflicts with 5-year maximum period from LOA. Kindly confirm which timeline governs and if 5-year timeline includes PPA signing delay (max 6 months post-LOA). We request to provide SCSD to be 5 years from the Effective Date of PPA.	Please refer Sr No. 2 of Amendment No. 1 dt 15.06.2026.
11.	Clause 1.1.7, RfS	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).	Please clarify whether the full commissioning (100%) timeline of 60 months applies from the development stage through commissioning, and confirm whether this timeline starts from the LOA issuance or the PPA Effective Date. Given that PSP sites often involve 60–70% forest land, forest clearance alone takes 2+ years. Detailed investigation, tendering, and engineering also require at least 2 years. Considering the complexity of PSPs, a minimum of 5 years should be provided for full commissioning.	Please refer Sr No. 2 of Amendment No. 1 dt 15.06.2026.
12.	1.2 of RfS	**INVITATION FOR BIDS:** -------“Selection of Pumped Storage Projects Developers for Supply of 2000	We understand that the bid is issued for a maximum of 5 hours of continuous discharge within an 8-hour discharge period per day. We further wish to emphasize that the bidder is required to design the PSP in such a way that continuous	Please refer Sr No. 21 & 36 of Amendment No. 1 dt 15.06.2026.

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		MW Energy Storage Capacity (For 8 Hours discharge RfS 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 TBCB with maximum 5 Hours continuous discharge) from Pumped Storage Power Projects in India under Tariff-based Competitive Bidding"…….	power can be supplied to the buyer for 5 hours of discharge. To discharge for an additional 3 hours, the buyer will provide charging power after the initial 5-hour discharge. Please confirm.	
13.	1.2 of RfS	INVITATION FOR BIDS: -------"Selection of Pumped Storage Projects Developers for Supply of 2000 MW Energy Storage Capacity (For 8 Hours discharge RfS 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 TBCB with maximum 5 Hours	We request to increase the total discharge hours from 8 hours to 10 hours and, accordingly, make suitable modifications to the tender with charging power considering cycle loss. Increasing the total discharge hours to up to 10 hours would lead to better tariff discovery due to the increase in generation units, and PSP projects are capable of performing accordingly. Rationale:	Please refer Sr No. 21 & 36 of Amendment No. 1 dt 15.06.2026.

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		continuous discharge) from Pumped Storage Power Projects in India under Tariff-based Competitive Bidding"…….	Allowing a total of 10 hours of discharge will enhance operational flexibility and optimize utilization of the PSP assets. This adjustment will support improved grid stability during peak demand periods and provide greater value to the buyer. Given the technical capabilities of modern PSP facilities, extending the discharge duration is both feasible and beneficial for all stakeholders.	
14.	Clause 1.3(Pt 7) RFS	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.	**-** Rationale: Eligible for Insurance surety bond	Provision to opt Insurance Surety Bond has already been provided in Clause 3.10.7 of RfS.
15.	**RFS** Clause No. 1.3	**1.3 BID INFORMATION SHEET:** **7. Earnest Money Deposit (EMD)** 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.	EMD amount is twice compared to PSP tenders issued by state discoms (UPPCL, APDCL etc.). Accordingly, we request that the same be amended as follows: **Earnest Money Deposit (EMD)** Amount: **INR 5.0 Lakh/- (Indian Rupees Five Lakh 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.	Tender condition shall prevail.

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16.	**RFS** Clause No. 1.3	**1.3 BID INFORMATION SHEET:** **6. Bid Processing Fee** Rs. **15 Lakh** + 18% GST for each Project, to be submitted through NEFT/RTGS transfer in the account of SJVN, along with the response to RfS.	Bid Processing Fee is higher than the PSP tenders issued by state discoms (UPPCL, APDCL etc.). Accordingly, we request that the same be amended as follows: **Bid Processing Fee** Rs. **10,000 + 18% GST** for each Project, to be submitted through NEFT/RTGS transfer in the account of SJVN, along with the response to RfS.	Tender condition shall prevail.
17.	**RFS** Clause No.: 1.3 (16)	**1.3** **16.** Period of Bid Validity : 12 months from the last date of submission of online bids. **3.9 Validity of the Response to RfS:** The Bidder shall submit the response to RfS which shall remain valid up to 12 months from the last date of submission of response to RfS ("Bid Validity"). SJVN reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.	The bid validity period is excessively long for the PSPD, particularly considering that post-LOA, SJVN will take time to identify and contract with the Buying Entity. During this period, the PSPD will be required to lock its contracted PSP capacity with SJVN and will be unable to tie up the same capacity with other procurers in the market. This will result in prolonged uncertainty regarding the PSPD's project tie-up. Accordingly, we request that the bid validity period be amended to 6 months or any other extended date as mutually agreed between the PSPD and SJVN.	Tender condition shall prevail.
18.	**RFS** Clause No.: 1.1.6	**1.1.6** SJVN hereby invites proposals from the eligible Bidders for "Request for Selection (RfS) Document for	Request to amend the requirements with respect to *8 hours discharge with maximum 6 Hours continuous discharge* for maximum utilization of the PSP capex.	Please refer Sr No. 21 & 36 of Amendment No. 1 dt 15.06.2026.

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		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.	Amended clause : 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 **6** 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.	
19.	**RFS** Clause No. 1.1.9	Success Charges: The Selected Bidder shall have to pay INR 1.00 Lakh/ MW + 18% GST, corresponding to the Contracted Capacity awarded, to SJVN towards administrative overheads, coordination with State Authorities and others, DISCOM/STU/CTU, pre-commissioning and commissioning expense. The payment has to be made by the PSPD in the form of DD/ Pay Order/ NEFT/ RTGS within 30 days of issuance of LoA or the date at least 07 days prior to the date of signing of PPA (PPA signing date to be intimated by SJVN),	We suggest that Success Fee to SJVN to be given only post signing of Storage Sale Agreement with Buying entities. It is suggested that SJVN ties up with the buying entities at the earliest, so that the storage capacity from PSPs commissioned earlier than SCSD, can be offered to them. This would result in lower storage costs. Even SJVN will gain from the trading in the period before SCSD.	Success charges as stipulated in the Clause 6.11.1 shall only be applicable after SJVN signs Pumped Storage Sale Agreement/PSA with Buying entity(ies).

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20.	Section 1 page 5 Clause 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.	Please confirm that identification and allocation of Buying Entities is entirely within SJVN's scope and not a responsibility of the PSPD.	It is clarified that SJVN will identify and allocate the Buying Entity(ies).
21.			The Bidder understands that SJVN, acting as the intermediary, will coordinate with the buying entities and provide a consolidated 96 block power requirement from the PSP, along with the corresponding charging schedule. This arrangement is intended to maintain 8 hours of discharge daily, with a maximum of 5 hours of continuous discharge, up to the contracted capacity, and with a minimum gap of 6 hours between each peak slot. PSP performance depends on several factors and it is important to know the discharge cycle in advance. Using same PSP for multiple customer is very tricky. We recommend for multiple offtakes the operation cycle should concurrent, meaning if A,B C customer are there they will operate at the same time not in staggered way: For example Buyer A, B, C will ask discharge of power supposes at 10:00 PM and similar way all buyer will provide charging power in similar way like A,B &C will provide power at 10:00AM together. This is very important for finalizing price and operation philosophy of plant. We request tender authority to kindly clarify.	PSPD has to schedule the charging and discharging of PSP Project in coordination with the Buying Entity(ies) to which storage capacity will be supplied. Further, please refer to Sr. No. 36 of Amendment No 1 dated 15.06.2026 to RfS regarding charging and discharging of PSP Projects.

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22.	Clause 1.1.13, RfS	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.	We request you to kindly clarify that if the bidder in case of developing a larger installed capacity project connected to ISTS, can bid for a lower capacity from such project in the current tender. To illustrate: Say a bidder is developing 1000 MW PSP project site, can the bidder allocate 500 MW from such project, for this Tender (In PSP Projects there cannot be physical boundary separation like in case of solar/wind projects)	Please refer Sr. No. 6 of Amendment No. 1 dt 15.06.2026.
23.	RfS Clause 1.5.7	Bidder shall submit its bid/proposal along with non-refundable RfS Document Fees & Bid Processing Fees and Earnest Money Deposit (EMD) complete in all respect as per the Bid Information Sheet. Bid proposals received without the prescribed Document Fees, Bid Processing Fees and EMD will be rejected. In the event of any	Please confirm that all clarifications issued through pre-bid replies will form an integral part of the RfS.	Clarifications issued after issuance of RfS will be an integral part of the RfS.

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		date indicated being declared a holiday, the next working day shall become operative for the respective purpose mentioned herein.		
24.	Section II: Definitions	ANNUAL FIXED CHARGE (AFC) shall mean Annual cost of storage payable to the Developer/s at the Delivery Point for a period of 40 years. The Annual Fixed Charge payable to the Developer/s shall be expressed in INR/MW/Annum.	ANNUAL FIXED CHARGE (AFC) shall mean Annual cost of storage payable to the Developer/s at the Delivery Point for a period of 40 years. The Annual Fixed Charge payable to the Developer/s shall be expressed in INR/MW/Annum **(Exclusive of GST).** **This is in line with PSP storage Bidding Guidelines issued by MoP**. Other tenders like UPPCL, MPPMCL, APDCL PSP tenders have the same provision	Please refer clause 5.6.1 and 5.3.3 of RfS regarding AFC.
25.	RfS Clause 2.45	Multiple Projects can be connected to a pooling substation from where common transmission system shall be constructed and maintained by the PSPD(s) to get connected to the ISTS substation	What metering arrangement and loss allocation methodology will apply?	Metering shall be done at the interconnection point where the power is injected into the Grid. For interconnection with grid and metering, the PSPDs shall abide by the relevant CERC/SERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations,

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				2006 as amended and revised from time to time.
26.	**RFS** Clause No.: 2.13	**2.13 "COMMERCIAL OPERATION DATE (COD)"** shall mean the date on which the **commissioning certificate** is issued upon successful commissioning of the full Contracted Capacity or the last part capacity of the Project as the case may be as per provision of Clause 6.9 of the RfS.	This should to the "Commissioning Date" as per definition presented. Accordingly, we request that the term be amended to reflect the same.	Tender Condition shall prevail.
27.	**RFS** Clause No.: 2.13	2.13 "COMMERCIAL OPERATION DATE (COD)" shall mean the date on which the commissioning certificate is issued upon successful commissioning of the full Contracted Capacity or the last part capacity of the Project as the case may be as per provision of Clause 6.9 of the RfS.	In the agreement, at the time of commissioning, there will a joint inspection and witnessing of commissioning. As per the clause, COD will happen only once certification is issued. However, what happens if the COD is on time but there is delay in obtaining certification? This may lead to time loss.	Please refer to Clause 6.15 of RfS document w.r.t provisions related to COD and commencement of supply date.
28.	**RFS** Clause No.: 2.14	**2.14 ACTUAL COMMENCEMENT OF SUPPLY OF POWER DATE (ACSD)"** shall mean the date corresponding to the actual date of commencement of storage capacity for pumping or generation of energy of the	As per the definition, the correct term should be "Commercial Operation Date". Accordingly, we request that this section be amended to reflect the same.	Please refer to Clause 6.15 of RfS document w.r.t provisions related to COD and Actual Commencement of Supply of Power Date.

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		contracted capacity subsequent to COD as defined in Clause 6.9 of the RfS.		**Tender condition shall prevail**.
29.	RFS Cl. 2.28	"GROUP COMPANY" of a Company means i) a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Company or; ii) a Company in which the Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company or; iii) a Company in which the Company, directly or indirectly, has the power to direct or cause to be directed by the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or; iv) a Company which, directly or indirectly, has the power to direct or cause to be directed by the management and policies of the Company whether through the ownership of securities or	i) a Company which, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of the Bidding Company or; ii) a Company in which the Bidding Company, directly or indirectly, holds 10% (Ten Percent) or more of the share capital of such Company or; iii) a Company in which the Bidding Company, directly or indirectly, has the power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise or; iv) a Company which, directly or indirectly, has the power to direct or cause to be directed the management and policies of the Bidding Company whether through the ownership of securities or agreement or any other arrangement or otherwise or; v) a Company which is under common control with the Bidding Company, and control means ownership by one Company of at least 10% (Ten Percent) of the share capital of the other Company or power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or	**Tender condition shall prevail**.

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		agreement or any other arrangement or otherwise or; v) a Company which is under common control with the Company, and control means ownership by one Company of at least 10% (Ten Percent) of the share capital of the other Company or power to direct or cause to be directed the management and policies of such Company whether through the ownership of securities or agreement or any other arrangement or otherwise;	any other arrangement or otherwise; f. a company in which the Bidding Company or its Parent Company holds a majority shareholding (i.e. more than 50%) and exercises management control.	
30.	3.9 of RfS	The Bidder shall submit the response to RfS which shall remain valid up to 12 months from the last date of submission of response to RfS ("Bid Validity"). SJVN reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement.	The Bidder shall submit the response to RfS which shall remain valid up to **6 months** from the last date of submission of response to RfS ("Bid Validity") and **may be extended upto 6 months with mutual discussion**. SJVN reserves the right to reject any response to RfS which does not meet the aforementioned validity requirement. Rationale: It is to be noted that keeping the bid validity for 12 months is excessively long considering the market dynamics with respect to the project's capex vis-à-vis the discovered tariff. Also, PSP bids are project-specific, and keeping a project idle	Tender Condition shall prevail.

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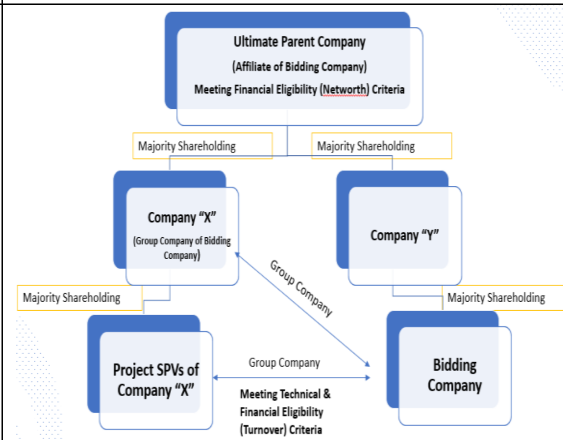
			for 12 months without any visibility would jeopardize the project. Please also refer to recently concluded PSP bids by MSEDCL and UPPCL, wherein the bid validity was kept at 6 months. We therefore request that the bid validity be kept at 6 months from the last date of submission of the response to the RfS, and further extendable up to an additional 6 months by mutual agreement.	
31.	RfS Clause 3.9	"Validity of the Response to RfS: The Bidder shall submit the response to RfS which shall remain valid up to 12 months from the last date of submission of response to RfS ("Bid Validity")…"	It is requested to reduce the bid validity duration to 6 months.	Tender Condition shall prevail.
32.	Section-III page 27 Clause 3.11	If the Bidder fails to furnish required Performance Bank Guarantee/POI/Insurance Surety Bond in accordance with Clause 6.10 of the RfS.	Request you to consider Insurance Surety Bonds (ISB) are acceptable as Performance Bank Guarantee.	Provision of Insurance Surety Bond has already been incorporated in clause no. 6.10.13 of RfS.
33.	RfS 3.15.1	Complete Bid must be uploaded at the ISN-ETS portal. The documents to be submitted offline as per Clause 3.14.1 must be received by SJVN at the address of RfS Inviting Authority not	Requesting SJVN to provide 7 days of time for hardcopy submission after the bid submission through ETS portal for ease of operation and avoid any delay due to logistics issues.	Tender Condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		later than the last date and time for submission of hardcopy of documents offline as stipulated in the RfS document/ ISN-ETS portal.		
34.	General	Bidding Company Structure	 The above is a graphical representation of Bidding Structure to participate & along with Affiliates, we request to kindly allow "Group Company" credentials also to be allowed to meet Technical & Financial Eligibility Criteria as same is other State PSP Bids like UPPCL-2 GW-PSP Bid attached for your kind ref.	Tender Condition shall prevail.
35.	**RFS** Clause No.: 4.1.1	4.1.1 The Bidder shall fall under either of the following categories: i) A company under the <u>Companies Act,2013.</u>	Are companies registered / incorporated in the earlier statute are not allowed to participate? If this not a scenario, then a minor revision may be required to make in this clause.	Tender Condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
36.	**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.	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) **or through an existing 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. **Any change in the project SPV or change in Project Location shall be allowed till Financial Closure.** This provision provides flexibility to the Successful Bidder to structure or reorganize project ownership and implementation through an SPV for financing, execution, and risk management purposes. Allowing changes in SPV or project location up to Financial Closure facilitates bankability and timely project development, while maintaining minimum promoter control and regulatory compliance ensuring timely supply of the Contracted Capacity as per the RfS and PPA.	Please refer Sr No. 15 of Amendment No. 1 dt 15.06.2026.
37.	RFS Clause 4.2.4	Bidder must have experience in developing infrastructure sector projects with total capital expenditure for all qualifying infrastructure projects	Request you to kindly modify the clause such that revenue receipt from Distribution and Transmission Sector shall also qualify for meeting the technical qualification criteria.	Please refer Sr No. 16 of Amendment No. 1 dt 15.06.2026.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		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. Minimum Capital Expenditure per Project: Each qualifying infrastructure project executed in the last five (5) years as on the last date of bid submission, must have a minimum capital expenditure equal to or more than Rs. 83 Cr. 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	TBCB guidelines allows experience from Infrastructure Sector projects as notified by Government. Infrastructure Sector notified by govt includes Power Sector which covers Generation, Transmission and Distribution. Further, Model Bidding Documents issued by Ministry of Power for procurement of power from Thermal power plants allows the revenue from distribution and transmission projects/sector. Kindly refer page no 22, 37 to 40 of the PDF for Model Bidding Documents issued by Ministry of Power. Further, request you to kindly consider allowing certificate from practising Chartered Accountant also, as certificate from Statutory Auditor is tedious and time consuming.	

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		certificate/commissioning certificate in respect of the infrastructure project completed.		
38.	**RFS** Clause 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. Minimum Capital Expenditure per Project: Each qualifying infrastructure project executed in the last five (5) years as on the last date of bid submission, must have a minimum capital expenditure equal to or more than Rs. 83 Cr. The Bidder(s) shall provide proof and credential as per Format – 7.9: Format for certificate from Statutory Auditor for Technical Criteria that demonstrates	Request you to kindly modify the clause such that revenue receipt from Distribution and Transmission Sector shall also qualify for meeting the technical qualification criteria. TBCB guidelines allows experience from Infrastructure Sector projects as notified by Government. Infrastructure Sector notified by govt includes Power Sector which covers Generation, Transmission and Distribution. Further, Model Bidding Documents issued by Ministry of Power for procurement of power from Thermal power plants allows the revenue from distribution and transmission projects/sector. Further, request you to kindly consider allowing certificate from practising Chartered Accountant also, as certificate from Statutory Auditor is tedious and time consuming.	For Technical Criteria, please refer Sr No. 16 of Amendment No. 1 dt 15.06.2026. For Format 7.9, please refer Sr No. 47 of Amendment No. 1 dt 15.06.2026.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		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.		
39.	**RFS** Clause 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. Minimum Capital Expenditure per Project: Each qualifying infrastructure project executed in the last five (5) years as on the last date of bid submission, must have a minimum	Infrastructure works executed on EPC and Item Rate contracts shall also consider under the developing infrastructure sector projects. Payments received from Employer equal or more than Rs. 83 Cr. In the last five (5) years shall be considered. Please confirm.	Please refer Sr No. 16 of Amendment No. 1 dt 15.06.2026.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		capital expenditure equal to or more than Rs. 83 cr.		
40.	**RFS** Clause 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.	4.2.4. total capital expenditure for all qualifying infrastructure projects undertaken in the last five (5) years. **Rationale :** Would 'All qualifying infrastructure projects' include Projects not currently owned by Bidder; but where bidder owned 26% or more on the COD of the Project being used for Technical Eligibility?	Please refer Sr No. 16 of Amendment No. 1 dt 15.06.2026.
41.	4.2.4 of RfS	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 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 2.5 Crores/MW** for the Quoted Capacity. Minimum Capital Expenditure per Project: Each qualifying infrastructure project executed in the last five (5) years as on the last date of bid submission, must have a minimum capital expenditure equal to or more than Rs. 83 Cr.	Please refer Sr No. 16 and Sr. 47 of Amendment No. 1 dt 15.06.2026.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		Minimum Capital Expenditure per Project: Each qualifying infrastructure project executed in the last five (5) years as on the last date of bid submission, must have a minimum capital expenditure equal to or more than Rs. 83 Cr. 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.	The Bidder(s) shall provide proof and credential as per Format – 7.9: Format for certificate from **practicing Chartered Accountant/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. Rationale : It is to be noted that the specified criterion for total capital expenditure of Rs. 11,000 Cr. (for 2000 MW capacity) is significantly high. We therefore request that the technical criterion of Rs. 5.55 Crores/MW for the quoted capacity be reduced to Rs. 2 Crores/MW. This adjustment would encourage greater participation and lead to better tariff discovery. Alternatively, please allow a certificate from a practicing Chartered Accountant, as obtaining a certificate from a Statutory Auditor is lengthy and time-consuming. Further, the Chartered Accountant certificate is also extracting all financial figures from the audited balance sheet by Statutory Auditor only.	

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
42.	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. Minimum Capital Expenditure per Project: Each qualifying infrastructure project executed in the last five (5) years as on the last date of bid submission, must have a minimum capital expenditure equal to or more than Rs. 83 Cr. 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	**Clarification Request** **Rationale:** With reference to Clause 4.2.4 of the RfS, which stipulates experience in developing infrastructure sector projects with the prescribed capital expenditure thresholds, we seek clarification on the eligibility of completed EPC infrastructure projects. We understand that bidders who have successfully executed and completed EPC projects in the infrastructure sector—including but not limited to power projects (thermal, hydroelectric), water resource projects, dams, metros, roads, reservoirs, tunnels, and other similar large infrastructure works—shall be considered eligible for meeting the Technical Qualification criteria under this clause, subject to compliance with the specified capital expenditure requirements and submission of requisite statutory auditor certificates and completion/commissioning certificates as per Format 7.9. Kindly confirm the above understanding.	Please refer Sr No. 16 of Amendment No. 1 dt 15.06.2026.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		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.		
43.	**RFS** Clause No.: 4.2.4	The Bidder(s) shall provide proof and credential as per Format – 7.9: Format. '*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.*'	Can this be certified by a Chartered Accountant instead of a Statutory Auditor?	Please refer Sr. No. 47 of Amendment No. 1 dt 15.06.2026.
44.	Clause 4.2.4, Technical Eligibility Criteria, **RfS**	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	We request for the computation to arrive at 5.5 Cr/MW and 83 crore capex value. As the eligibility of the bidder is contingent on meeting this criterion. A computation shall be useful. Alternatively, we also request for lowering these capex values as per earlier PSP Tenders (MSEDCL & UPPCL)	Please refer Sr. No. 16 of Amendment No. 1 dt 15.06.2026. Further, it is clarified that the requirement of total capital expenditure @5.55 Crores/MW for the Quoted

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		calculated at the rate of Rs 5.55 Crores/MW for the Quoted Capacity. Minimum Capital Expenditure per Project: Each qualifying infrastructure project executed in the last five (5) years as on the last date of bid submission, must have a minimum capital expenditure equal to or more than Rs. 83 Cr.		Capacity and Minimum Capital Expenditure per Project @ equal to or more than Rs. 83 Cr shall remain unchanged.
45.	Clause 4.2.4, Technical Eligibility Criteria, **RfS**	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.	We request for allowing the Certificate from Chartered Accountant to submit as proof and credential for Technical Criteria demonstrating previous experience	Please refer Sr No. 47 of Amendment No. 1 dt 15.06.2026.
46.	**RFS** Clause No.: 4.2.4	4.2 Technical Eligibility Criteria 4.2.4 Bidder must have experience in developing infrastructure sector projects with total capital expenditure for all qualifying infrastructure projects	Please confirm that the bidder may fully rely on 100% of the experience of its Affiliates, irrespective of the bidder's shareholding in such Affiliates.	Please refer the clause no. 4.2.5 of RfS which is self-explanatory.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		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.		
47.	**RFS** Clause No.: 4.2.4 AND FORMAT 7.9	**4.2 Technical Eligibility Criteria** **4.2.4** The Bidder(s) shall provide proof and credential as per Format – 7.9: Format for certificate from **Statutory Auditor for Technical Criteria**…. **FORMAT 7.9** FORMAT FOR CERTIFICATE FROM STATUTORY AUDITOR FOR TECHNICAL CRITERIA (**On letter head of Statutory Auditor**) (To be submitted by Bidder along with the Technical Bid) Certificate from the Statutory Auditor regarding development experience.	It will be difficult to get Certificate from the ***Statutory Auditor***; hence it is requested to allow certificate from ***Chartered Accountant***	Please refer Sr No. 16 & 47 of Amendment No. 1 dt 15.06.2026.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		….. Signature and Seal of the Statutory Auditor clearly indicating his/her Membership number		
48.	**RFS** Clause No.: 4.2.4	**4.2 Technical Eligibility Criteria** **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.** Minimum Capital Expenditure per Project: Each qualifying infrastructure project executed in the last five (5) years as on the last date of bid submission, must have a minimum	We request that the clause be amended so that the total capex for the qualifying project under the Technical Eligibility criteria is ₹2.0 crore/MW, with no cap on the capex of individual qualifying projects. This approach is already followed in other DISCOM tenders such as UPPCL, MP, and APDCL. <u>Suggested amendment:</u> 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 2.0 Crores/MW for the Quoted Capacity.** ~~Minimum Capital Expenditure per Project: Each qualifying infrastructure project executed in the last five (5) years as on~~	Tender condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		capital expenditure equal to or more than Rs. 83 Cr.	~~the last date of bid submission, must have a minimum capital expenditure equal to or more than Rs. 83 Cr.~~	
49.	RFS Cl. 4.2.4	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.	The Bidder(s) shall provide proof and credential as per Format – 7.9: Format for certificate from Statutory Auditor **or Practicing Chartered 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. Arranging certificates and documents signed by Statutory Auditors is time consuming process, hence kindly consider certificate from Practicing Chartered Accountant.	Please refer Sr No. 16 & 47 of Amendment No. 1 dt 15.06.2026.
50.	RFS Cl. 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 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 **and the same must have been in operation for at least 06 (six) months prior to the date of bid submission**.	Please refer Sr No. 16 of Amendment No. 1 dt 15.06.2026.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
51.	RFS Cl. 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.	The Bidder requests the tender authority to include prior Pumped Storage Project (PSP) and hydro project development experience as part of the technical qualification criteria. Some technical weightage should be provided to PSP/Hydro developer in bid. Such inclusion would ensure that only competent and relevant developers with proven expertise are qualified, thereby minimizing technical risks associated with project execution. Recognizing prior PSP/hydro experience will strengthen the reliability of the bidding process and enhance the likelihood of successful and timely project implementation.	Please refer Sr No. 16 of Amendment No. 1 dt 15.06.2026.
52.	RFS Cl. 4.2.4	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	Please allow certificate from Chartered Accountant for the Format – 7.9 for Technical Criteria that demonstrates previous experience of execution of above infrastructure projects	Please refer Sr No. 47 of Amendment No. 1 dt 15.06.2026.
53.	RFS Cl. 4.2.5	The Bidder(s) participating as a Single Bidder or as a consortium may seek qualification on the basis of technical capability of its Affiliate(s) for the purpose of meeting the qualification	Kindly Modify as per below: The Bidder(s) participating as a Single Bidder or as a consortium may seek qualification on the basis of technical capability of its Affiliate(s) and/or Group Company (ies) for the purpose of meeting the qualification requirements as per Clauses 4.2.5 above.	Tender condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		requirements as per Clauses 4.2.5 above.		
54.	RFS Cl. 4.2.5	The Bidder(s) participating as a Single Bidder or as a consortium may seek qualification on the basis of technical capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per Clauses 4.2.5 above.	The Bidder understands that, in the case of a wholly owned subsidiary of a qualified entity, the Bidder may rely on the credentials of its parent company for bidding purposes.	As per Clause 4.2.5 of the RfS, Bidder may seek qualification on the basis of technical capability of its Affiliate(s) including its Parent Company for the purpose of meeting the qualification requirements. Tender Condition shall prevail.
55.	RfS 4.2.6	The Pumped Storage project offered by the Bidder must meet the following requirements as on the last date of bid submission: (i) Water Allocation approval from the Competent Authority in place and/or State Government approval of the project (in the form of MoU or LoA or any other valid document).	To attract serious bidders only and to ensure adherence to the bid timelines of 50% commissioning by 36 months; requesting SJVN revise the clause as under: (i) Water Allocation approval from the Competent Authority in place and (ii) State Government approval of the project (in the form of MoU or LoA or any other valid document) and (iii) The contract for major works namely Civil and E&M shall be awarded.	Tender condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
56.	RfS 4.2.6		Since the developer already has an MOU with state for site allocation and has prepared a PFR based on desktop study, final land coordinates and forest boundaries can only be confirmed after preliminary topographical and geological Survey post award. So bidder request deletion of requirement of "Approved TOR" at bid stage. Instead, bidder may submit an undertaking to obtain approved TOR within six months of LOA.	Tender condition shall prevail.
57.	Clause 4.2.6, Page 44 RfS	4.2.6 The Pumped Storage project offered by the Bidder must meet the following requirements as on the last date of bid submission: i) Water Allocation approval from the Competent Authority in place and/or State Government approval to the project (in the form of MoU or LoA or any other valid document). ii) Terms of Reference (ToR) approval for Environment Clearance from the Competent Authority.	We would like to draw your attention towards the Bids for PSP projects held in the recent past. No such conditions for technical qualification were included in the MSEDCL or UPPCL tender concluded earlier in 2025. Therefore, we request you to kindly make the twin conditions of water allocation/State Government approval and TOR approval as optional instead of mandatory. Furthermore, these conditions may not be included in the evaluation criteria of the bid.	Tender condition shall prevail.
58.	**RFS** Clause No.: 4.2.6	**4.2 Technical Eligibility Criteria** 4.2.6 The Pumped Storage project offered by the Bidder must meet the	Request to include the following additional requirement (points **iii**) for the PSP offered by the Bidder, to ensure serious bidder participation and timely completion of the project.	Tender condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		following requirements as on the last date of bid submission: i) Water Allocation approval from the Competent Authority in place and/or State Government approval to the project (in the form of MoU or LoA or any other valid document). ii) Terms of Reference (ToR) approval for Environment Clearance from the Competent Authority.	4.2.6 The Pumped Storage project offered by the Bidder must meet the following requirements as on the last date of bid submission: i) Water Allocation approval from the Competent Authority in place and/or State Government approval to the project (in the form of MoU or LoA or any other valid document). ii) Terms of Reference (ToR) approval for Environment Clearance from the Competent Authority. **iii) PSP Contract has been awarded for Civil and H&M packages.**	
59.			Allow submission of state water allocation and TOR for EIA before PPA signing instead of at time of technical bid. Many PSP sites participating in this tender will be self-identified. The possibility of allowing clearances until signing of PPA of submission of DPR reduces bid-stage risk. Water approval and TOR approval is a front loaded requirement and restrictive towards broader private sector participation.	Tender condition shall prevail.
60.	**RFS** Clause 4.2.6	-	Award of contract date from Last bid submission date MOU/ JV Partner meeting the eligibility Criteria as per	The Bidder is required to meet the criteria

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
			Clause 4.2.6 (Page 43-44) of Rfs, If we signed MoU with State Govt are we eligible	mentioned at Clause no. 4.2.6 of RfS. Tender Condition shall prevail.
61.	**RFS** Clause 4.2.6	The Pumped Storage project offered by the Bidder must meet the following requirements as on the last date of bid submission: i) Water Allocation approval from the Competent Authority in place and/or State Government approval to the project (in the form of MoU or LoA or any other valid document).	Request you to kindly revise the clause as: i) Water Allocation approval from the Competent Authority in place and/or State Government approval to the project (in the form of MoU or LoA or any other valid document). The bidders bidding for this tender are required to submit certificate to establish technical eligibility as per RfS Clause 4.2.4. The clause 4.2.6 additionally checks the seriousness of the bidders & in this case particularly for the water allocation approvals either of the options; i.e.; Water Allocation approval from the Competent Authority in place OR State Government approval to the project will suffice instead of requiring both. This will also ensure maximum participation contributing to the success of the tender	Tender Condition shall prevail.
62.	RFS Cl. 4.3.1	The net-worth/value of AUM to be considered for the above purpose will be the cumulative net-worth of the	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	Tender Condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		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.	Bidder may seek qualification on the basis of financial capability of its Affiliate(s) and/or Group Company (ies) for the purpose of meeting the Net Worth criteria as per the RfS.	
63.	Clause 4.3.1(iii), Page 44 **RfS**	4.3.1 Net-Worth 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)	With bid date as 27.01.2026, pls confirm if for demonstrating the Net Worth, can bidder use latest available unaudited FY25-26 interim/CA-certified figures. For FY 2024-25, if audited accounts unavailable by bid date (27.01.2026), confirm acceptance of CA-certified provisional figures as stated in Clause 4.3.9.	It is clarified that for the purposes of meeting financial requirements, only Audited Financial Statements shall be used. However, in case the audited Annual accounts is not available, Bidder(s) shall submit Net Worth Certificate from a practicing Chartered Accountant/Statutory Auditor. Tender Condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		shall submit Net Worth Certificate from a practicing Chartered Accountant/Statutory Auditor to demonstrate fulfilment of above criteria.		
64.	**RFS** Clause No.: 4.3.2	**4.3.2 Liquidity** 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) …. ii) … v) In-principle sanction letter from the lending institutions/ banks of the Bidder, committing a Line of Credit for a minimum amount of INR 39.64 Lakhs/MW (Rs.39,64,000/MW) of the quoted capacity, towards meeting the working capital requirement of the project quoted under this RfS. Such letter can also be obtained by the Affiliate(s) of the Bidder.	Please confirm whether Section "v)" is a continuation of Sections "i)" and "ii)", and whether the bidder is required to comply with any one of these three sections. If yes, we request that Section "v)" be renumbered as "iii)". Otherwise, we request deletion of this section.	Please refer Sr No. 18 of Amendment No. 1 dt 15.06.2026.
65.	RFS Cl. 4.3.3	The Bidder may seek qualification based on financial capability of its Affiliate(s) for the purpose of meeting	The Bidder may seek qualification based on financial capability of its Affiliate(s) and/or Group Company (ies) for	Tender Condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		the qualification requirements as per Clauses 4.3. 1 and 4.3.2 above.	the purpose of meeting the qualification requirements as per Clauses 4.3. 1 and 4.3.2 above.	
66.	RFS Cl. 4.3.3	The Bidder may seek qualification based on financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per Clauses 4.3.1 and 4.3.2 above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification based on financial capability of its Affiliate(s). In such cases, the Bidder shall be required to submit Board Resolutions from the respective Affiliate(s), undertaking to contribute the required equity funding and Performance Bank Guarantees/POI /ISB in case the Bidder(s) fail to do so in accordance with the RfS. In case of non-availability of the Board Resolution as required above, a letter from the CEO/Managing Director of the respective Affiliate(s), undertaking the above, shall be required to be submitted and the requisite Board Resolution from the Affiliate(s) shall be	The Bidder understands that, in the case of a wholly owned subsidiary of a qualified entity, the Bidder may rely on the credentials of its parent company for bidding purposes. In such case no declaration is required from parent company.	As per Clause 4.3.3 of the RfS, Bidder may seek qualification on the basis of financial capability of its Affiliate(s) including its Parent Company for the purpose of meeting the qualification requirements. Tender Condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		required to be submitted prior to signing of PPA		
67.	**RFS** Clause No.: 4.3.3 And 4.3.4	**4.3 Financial Eligibility Criteria** 4.3.3 The Bidder may seek qualification based on financial capability of its Affiliate(s) for the purpose of meeting the qualification requirements as per Clauses 4.3. 1 and 4.3.2 above. In case of the Bidder being a Bidding Consortium, any Member may seek qualification based on financial capability of its Affiliate(s). **4.3.4** For the purposes of meeting financial requirements, only latest Standalone Audited Financial Statements shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated account and provided further that the financial	Please confirm that the bidder may fully rely on 100% of the experience of its Affiliates.	As per Clause 4.3.3 of the RfS, Bidder may seek qualification on the basis of financial capability of its Affiliate(s) including its Parent Company for the purpose of meeting the qualification requirements. Tender Condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		capability of such Companies (of which accounts are being merged in the consolidated accounts) shall not be considered again for the purpose of evaluation of any other response to this RfS.		
68.	**RfS** 4.3.2 i.	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 fulfilment 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.	i) A minimum average annual turnover of **Rs. 1.00 Crores/MW (Rs. 1,00,00,000/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 fulfilment 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. PSPs are capital-intensive, long-gestation infrastructure projects where financial capability is more appropriately assessed through net worth rather than high turnover thresholds. A turnover requirement of **Rs. 1.00 Crores/MW** is sufficient to establish basic financial robustness while avoiding undue restriction on otherwise capable developers.	Tender condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
			Lowering the turnover criteria to prevailing market levels will expand the pool of eligible bidders, thereby increasing competition. This is likely to result in more competitive bid. Recently issued Pumped Storage Project tenders have consistently prescribed a minimum average annual turnover criterion of **Rs. 1.00 Crores/MW or lower**. For example, APDCL (APDCL/CGM(Com&EE)/PSP/2025/14), UPPCL (01/PPA/RE/PHSP/2000 MW/2024), MSEDCL (CEPP/PHSP/T-01) , SECI (SECI/C&P/IPP/15/0017/25-26), UPPCL (02/PPA/RE/PHSP/2000 MW/2025).	
69.	RfS Clause 5.1	The first envelope (Technical Bid submitted online) of only those Bidders will be opened whose required documents as mentioned in the RfS are received by SJVN. Bid opening (online) will be done only after the deadline for submission of Bank Guarantee of EMD.	Please confirm the criteria for evaluation in case of identical tariffs quoted by multiple bidders.	Such case shall be governed as per the provisions given in Section V of RfS.
70.	**<u>RfS</u>** 5.3.3	…..for the offered quantum of power applied for and shall quote combination of the following. Component A: Annual Fixed Charges (AFC) and Component B: Cycle Loss (CL)	As per the tender document, the financial bid evaluation is based on the following components: Component A: Annual Fixed Charges (AFC) Component B: Cycle Loss (CL)	Tender condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		Total Storage Cost, which is combination of AFC & Cycle Loss, shall be arrived at and denominated up to two decimal places as per the below formula: **Total Storage Cost = Component A+ (Component A x Component B)**	It must be noted that Annual Availability is a key parameter impacting the effective cost and deliverability of storage services. We request the Procurer to kindly consider including Annual Availability in the evaluation criteria and revising the formula for calculation of Total Storage Cost to appropriately account for the same, along with AFC and Cycle Loss **Total Storage Cost = (Annual Fixed Cost+(Annual Fixed Cost X Cycle Loss%))/Annual Availability** SJVN may choose to specify Availability (%) as a performance parameter also for bid evaluation as per its requirement. The Availability (%) will be evaluated based on operational data, considering either the entire project or the contracted capacity, as applicable. This will ensure better availability to the procurer to meet its peak with high reliability while also accounting for it as a key evaluation parameter, thereby enhacing the quality of bidders.	
71.	RfS Clause 5.3.3	Note: Energy storage Annual Availability shall be taken 95% as the	Request to reduce the Normative Availability to 90% in line with concluded MSEDCL and UP PSP tenders and also in terms of operations PSP machines operates for higher hrs as	For Availability Criteria, Please refer Sr No. 20 of

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		minimum availability to be ensured for a year.	compared to hydro therefore the Availability of 95% for 40-year PPA tenure can be challenging. Alternatively, we request to include an incentive in case availability is higher than 90% as this would be beneficial for procurer and developers also. Further, it is requested to reduce the penalty for non-achievement of availability to 1 time of AFC instead of 1.5 times presently proposed in tender.	Amendment No. 1 dt 15.06.2026. For Penalty Criteria, Tender condition shall prevail.
72.	RfS Clause 5.3.3	**Note:** Energy storage Annual Availability shall be taken **95%** as the minimum availability to be ensured for a year.	In order to provide sufficient time for preventive maintenance and smooth operations of project with minimal uncertainty, requesting SJVNL to keep minimum annual availability as 90%. (reference recent UPPCL tenders) Additionally, to motivate developer for achieving higher availability, requesting provision for incentive on achievement of >90% availability.	Please refer Sr No. 20 of Amendment No. 1 dt 15.06.2026.
73.	**RFS** Clause No.: 5.3.3	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	We request clarification on whether the GST credit availed by the Developer during the construction period is required to be passed on to SJVN/Buying Entity. If so, kindly specify the mechanism for transferring such GST credit to SJVN/Buying Entity.	The responsibility for availing and utilizing input tax credit, if any, rests entirely with the Developer. Any subsequent change in taxes, duties, or levies, including GST, after the

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		production of supporting documents adjusting for the benefits.		Bid Submission Deadline shall be governed by the "Change in Law" provisions of the RfS/PPA, as applicable. Tender condition shall prevail.
74.	Clause 5.3.3, RfS		Tariff = AFC (INR/MW/annum) + AFC × Cycle Loss (%); quoted up to 2 decimals; exclusive of GST; single tariff for 40 years. In Total Storage Cost formula, is Cycle Loss fixed at bid stage or adjustable? Kindly clarify if AFC escalation (e.g., for inflation) is permitted during 40-year PPA.	The Total Storage Cost, including Cycle Loss, shall be considered as quoted by the Bidder at the bid stage and shall remain fixed for the entire tenure of the PPA. Cycle Loss is not subject to any post-bid adjustment. Further, the Annual Fixed Charge (AFC) discovered through competitive bidding shall be firm and fixed for the full PPA period of 40 years. No escalation or indexation of AFC, including on account of inflation or any other

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
				factor, is permissible beyond what is explicitly provided in the RfS/PPA.
75.	**RFS** Clause No.: 5.3.3	**RFS** **5.3 Financial Bid Evaluation (Step 2)** 5.3.3 The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) for the offered quantum of power applied for and shall quote combination of the following. Component A: Annual Fixed Charges (AFC) and Component B: Cycle Loss (CL) The Bidder(s) shall quote the AFC (expressed in INR/MW/annum) and declare the Cycle Loss (expressed in %) of the Projects at the time of submission of response to RfS which is constant during the entire term of the Power Purchase Agreement (PPA).	We request to include **higher Annual Availability as a criterion in bid evaluation** (as per formula suggested below), with preference given to bidders quoting higher Annual Availability. Accordingly, we request that the Guaranteed Annual Availability be revised to 90% or higher (in line with the Annual Availability quoted by the successful bidder for the purpose of bid evaluation). This method has also been adopted in Assam APDCL's PSP tender 2025. **Note : The LD calculation "due to shortfall of Annual Average Availability" should be revised based on the Guaranteed Annual Availability quoted by the successful bidder during bidding.** <u>Suggested amendment as follows:</u> 5.3.3 The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) for the offered quantum of power applied for and shall quote combination of the following. Component – A: Annual Fixed Charge (AFC) and	Tender condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		Total Storage Cost = Component A+ (Component A x Component B)	Component – B: Cycle Loss (CL). **Component – C: Annual Availability** We request to include **higher Annual Availability as a criterion in bid evaluation** (as per formula suggested below), with preference given to bidders quoting higher Annual Availability. Accordingly, we request that the Guaranteed Annual Availability be revised to 90% or higher (in line with the Annual Availability quoted by the successful bidder for the purpose of bid evaluation). This method has also been adopted in Assam APDCL's PSP tender 2025. **Note : The LD calculation "due to shortfall of Annual Average Availability" should be revised based on the Guaranteed Annual Availability quoted by the successful bidder during bidding.** <u>Suggested amendment as follows:</u> 5.3.3 The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) for the offered quantum of power applied for and shall quote combination of the following. Component – A: Annual Fixed Charge (AFC) and Component – B: Cycle Loss (CL).	

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
			Component – C: Annual Availability The Bidder(s) shall quote the AFC (expressed in INR/MW/annum), ~~and~~ declare the Cycle Loss (expressed in %. CL includes PSP internal cycle loss and transmission loss upto the delivery point at PSP end) **and Annual Availability (expressed in %)** of the Projects at the time of submission of response to RfS which is constant during the entire term of the Power Purchase Agreement (PPA). c) Bidder/s shall compute the Total Storage Cost which is combination of AFC & Cycle Loss as per below formula: ***Total Storage Cost*** = [Component A + (Component A X Component B] / **Component C**	
76.	**RFS** Clause 5.4.2	**5.4 Reverse Auction (Step-3)** 5.4.2 …. Sk = Cumulative capacity till the 'k'th serial number Bidder (not the 'k'th rank Bidder) after ranking is done in ascending order from L1 onwards	**What is Sk?** Since, it has not been used in the formula of Eligible Capacity for Award, please provide details with example.	Definition of Sk has been mentioned clearly in the Clause no. 5.4.2 of RfS.
77.	**RfS** Clause 5.5.2	The Bidders who fall within the range of (and including) the lowest Total Storage Cost (L1 Evaluated Total Storage Cost) + 5% of the L1 Evaluated Storage Cost….	The bidders shall be declared as Successful Bidders strictly in ascending order of the quoted Total Storage Cost (TSC), starting from the bidder with the lowest TSC (L1), and allocation of capacity shall be carried out on a bucket-filling basis against the total capacity requisitioned under the RfS.	Tender condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
			No price band, range, or percentage variation (including the earlier +5% of L1 TSC) shall be applicable for determination of Successful Bidders. **Rationale** The bucket-filling method provides a transparent, objective, and economically efficient mechanism for allocation of capacity under the RfS. Under this approach, capacity is allocated strictly in ascending order of the quoted Total Storage Cost (TSC), starting from the lowest bidder, thereby ensuring that the procurer secures capacity at the most competitive prices discovered through the bidding process. This methodology eliminates ambiguity associated with price bands or ranges and ensures clear allocation priority among bidders. By following a sequential allocation process, the bucket-filling approach fully aligns bid evaluation and capacity allocation with the fundamental principle of least-cost procurement and avoids allocation of capacity to higher-priced bidders when lower-priced capacity is available	
78.	**RFS** Clause No.: 5.5.2	**5.5 Selection of Successful Bidders** 5.5.2 The Bidders who fall within the range of (and including) the lowest Total Storage Cost (L1 Evaluated Total Storage Cost) + 5% of the L1 Evaluated	Request to delete this clause, as it is applicable to Renewable Energy bid evaluations where tariffs are measured in Rs/kWh. In contrast, under the PSP storage tender, costs are evaluated in Rs/MW/year. Accordingly, we request suitable amendments to the subsequent clauses.	Tender condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		Storage Cost -hereinafter referred to as “the range”- will be declared as Successful Bidders under the RfS, subject to the following conditions:		
79.	**RfS** Clause 5.5.2,	The Bidders who fall within the range of (and including) the lowest Total Storage Cost (L1 Evaluated Total Storage Cost) + 5% of the L1 Evaluated Storage Cost -hereinafter referred to as “the range”- will be declared as Successful Bidders under the RfS, subject to the following conditions:	We request that instead of L1+5%, tried and tested bucket filling mechanism may be adopted (i.e without any linkage to L1 discovered tariff) for allocation of projects. As this is the first ever tender by an REIA for procurement of Power from Pumped Storage Projects, there may be developers who shall be considering the foreseen and unforeseen project risks as the project involves land and storage of large amount of water.	Tender condition shall prevail.
80.	**RfS** Clause 5.6.5	In case of delay in signing of PPA beyond a period of six (6) months from the date of issuance of LoAs, or any other extended date as mutually agreed between SJVN and the successful bidders not exceeding 12 months from the date of issuance of LoA, the awarded capacity shall stand cancelled and the EMD submitted by such Bidder shall be returned by SJVN.	Clarify on Financial closure 12month from PPA date & DPR submission is 1yr to 1.5yr seems conflict	As per the Clause no. 6.12.2 of RfS, the selected bidder (s) will be required to submit the approved DPR before signing the PPA. As per the Clause 6.13 of RfS, the Project(s) shall achieve Financial Closure within 12 (twelve) months from the Effective Date of the PPA.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
				Further, please refer Sr No. 2 of Amendment No. 1 dt 15.06.2026 regarding SCSD of the project.
81.	RfS Clause 6.1 (i)	"…The input energy for charging shall be provided by the Buying Entity(ies) at Delivery Point up to the declared Cycle Loss.	Requesting modification as below: "…The input energy for charging to the Developer/s 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 declared cycle loss"	Please refer Sr No. 21 of Amendment No. 1 dt 15.06.2026.
82.	**RfS** Clause 6.1 (i), Scope of Work,	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	It may be clarified that the charging power shall be provided free of cost to the Developer in the following scenarios: 1) 5 hours continuous discharge 2) 5 hours continuous discharge + 3 hours continuous discharge We assume that adequate time and charging power (free of cost to the Developer) shall be provided in between two cycles of operation. We also request to provide atleast 6 hours time gap between two generation cycles	Buying Entity will provide the charging power at Delivery Point up to the declared Cycle Loss to Developer without any cost implication to Developer. Please refer Sr No. 21 & 36 of Amendment No. 1 dt 15.06.2026.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
83.	RfS 6.1 (iv)	(g) PSPD shall submit to SJVN the project equipment details/design parameters and basic engineering drawings like Layout, key SLD. Also, the Grid compliance report with associated licensed software and project related software MIS/data as per CEA Connectivity technical standard/State Grid Code with details as submitted to CTU/STU/SLDC.	To add term "…… pursuant to commissioning" at the end of sub-point (g)	Tender condition shall prevail.
84.	**RfS** Clause No.: 6.1 (iv) (c)	c) Obtain statutory & non statutory approvals/ clearances/ No objection certificates and to make area development plan as required for the project;	For sake of clarity it may be mentioned that the obligation to obtain statutory & non statutory approvals / clearances / No objection certificates shall be limited to Delivery Point.	Tender condition shall prevail.
85.	RfS 6.2	--	May please correct numbering of sub points under clause 6.2.	Please refer Sr. No. 23 of Amendment No. 1 dt 15.06.2026.
86.	RfS 6.2 (ix) of new clause number	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.	The PSP project location/configuration will be submitted by the Bidder at the time of bid submission, and bidder shall be allowed to change the plant location till the signing of PPA provided all the bid terms & conditions and in compliance with submitted bid.	Please refer to Sr. No. 23 & 42 of Amendment No. 1 dt 15.06.2026.
87.	RfS 6.2		**Proposed Additional Clause:**	Tender condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
			During the Operating Period, if the Seller is unable to provide supply of power to the Procurer(s) up to the Aggregate Contracted Capacity from the Power Station except due to a Force Majeure Event or due to Supplier Event of Default, the Seller is free to supply power up to the Aggregated Contracted Capacity from an alternative generation source (only from PSP project) to meet its obligation under this Agreement. Such power shall be supplied to the Procurer(s) at the same Tariff as per the terms of this Agreement and other incidental charges, including but not limited to application fees for open access, RLDC/SLDC charges, etc., applicable from the alternative source of power supply are higher than the applicable Transmission Charges from the Injection Point to the Delivery Point, the Seller would be liable to bear such additional charges. This clause ensures continuity and reliability of power supply to the Procurer even if the contracted power station is temporarily unable to supply, except in Force Majeure or Seller default scenarios. It allows the Seller to meet its contractual obligation using an alternative PSP source without impacting the tariff to the Procurer, while ensuring that any incremental transmission or operational costs are borne by the Seller and not passed through.	

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
88.	RFS Cl. 6.2	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.	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 6 hours continuous discharge on daily basis. The requirement may be change to 6 hrs. continuous plus 2 hours for 100 % utilization of PSP designed capacity. Further we request to add the provision like more than 51% pumping power shall be from renewable power to get the benefits of waiver of TL charges as per MoP, GoI Guidelines. Kindly Consider.	Please refer Sr No. 21, 23 & 36 of Amendment No. 1 dt 15.06.2026.
89.	RfS 6.2 (v) of new clause number	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.**	Requesting SJVN to provide appropriate amendment/clarification stating that after 5 hours of continuous discharge, sufficient intermediate charging power shall be provided to PSP in order to further discharge for remaining 3 hrs of supply.	Please refer Sr No. 21, 23 & 36 of Amendment No. 1 dt 15.06.2026.
90.	RfS 6.2 (v) of new clause number	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	Clarification to be provided as below after the clause: It is clarified that the maximum State of Charge for 1000 MW capacity can be 5,000 MWh (1000 MW x 5 hours); after 5 hours of discharge, the State of Charge will reduce to zero and accordingly before scheduling the next cycle of discharge, buying entity will provide charging power.	Please refer Sr No. 23 & 36 of Amendment No. 1 dt 15.06.2026.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		maximum 5 hours continuous discharge on daily basis.		
91.	RfS 6.3.2 (ix)	The PSPD are required to obtain all necessary clearances and permits as required for setting up the Pumped Storage Hydro Project, including but not limited to the following: ix. DPR Approval	DPR Approval for off-streamed PSPs has been waived off. Requested to kindly remove this requirement	Please refer Sr No. 24 of Amendment No. 1 dt 15.06.2026.
92.	<u>**RfS 6.4**</u>	Additional Clause	**The minimum discharge shall be 200 MW or Quoted Capacity whichever is minimum.** PSPs are capital-intensive assets designed to provide large-scale, flexible, and dispatchable capacity to the grid. Specifying a minimum discharge of 200 MW or the quoted capacity, whichever is lower, ensures operational practicality while preserving system flexibility.	Tender condition shall prevail. Further, Please refer to Sr. No. 21 of Amendment No 1 dated 15.06.2026 to RfS regarding input energy for charging shall be provided by the Buying Entity(ies).

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
93.	RFS 6.4.1	The minimum quantum of power that can be offered by the Bidder shall be 50 MW and the maximum quantum of power shall be 2000 MW. The total cumulative capacity of power to be awarded under this RfS shall be 2000 MW as per the terms and condition specified in the RfS Document.	Theminimum quantum of power that can be offered by the Bidder shall be 50 MW and the maximum quantum of power shall be ~~2000~~ 1000MW MW. The total cumulative capacity of power to be awarded under this RfS shall be ~~2000~~ 1000 MW as per the terms and condition specified in the RfS Document. **Rationale:** The RfS presently permits award of up to 2000 MW to a single bidder, which is equal to the total procurement capacity. In line with Clause 5.4 of the Ministry of Power PSP Bidding Guidelines, and to mitigate concentration risk and reduce dependence on a single bidder, we request that the maximum capacity that can be awarded to any single bidder be capped at 1000 MW. The total cumulative capacity under the RfS may continue to remain 2000 MW, to be allocated among multiple bidders.	Tender condition shall prevail.
94.	RfS Clause 6.6.1	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.	Any standard CTU cost estimate format is available?	No, it is not specified in the RfS and Bidder has to arrange the same.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
95.	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.	Clause is suitably modified as: The Project should be designed for interconnection with the ISTS/STU or InSTS network in accordance with the prevailing CERC/SERC 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. For the purpose of STU connection, PSPD may install the project in the same state where the Buying entity is located. **Rationale:** Where the project is implemented within the same State as the Buying Entity, permitting STU connectivity would avoid unnecessary ISTS-related charges and losses, including GNA charges, transmission losses and other associated costs.	Please refer Sr No. 26 of Amendment No. 1 dt 15.06.2026.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
			This would reduce the effective cost of power to the Buying Entity, align with least-cost procurement principles, and improve overall project viability without any adverse impact on grid operations. Further, for the bid evaluation purpose / tariff discovery, tariff to be quoted at Delivery Point i.e. ISTS Network.	
96.	RFS Cl. 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 general practice in Renewable Energy projects is application of Connectivity post award of project. i.e. upon receiving LOA. Bidder requests while signing PPA only application for connectivity to be the criteria for PPA signing and the submission of in-principle grant shall not be mandatory. Kindly Consider."	Please refer Sr No. 27 of Amendment No. 1 dt 15.06.2026.
97.	RFS Cl. 6.6.5		The Bidder notes a contradiction between Clause 6.6.5 and Clause 6.12.2 of the tender. Clause 6.6.5 requires the Bidder to apply for ISTS connectivity within 30 days of signing the PPA, whereas Clause 6.12.2 requires submission of the approved DPR (if applicable) and the in-principle grant of connectivity, before signing the PPA. In practice, obtaining DPR approval and securing an in-principle grant of connectivity cannot be completed within 6 months of issuance of the LOA, i.e., prior to signing the PPA as per clause clause 5.6.5.	Please refer Sr No. 27 of Amendment No. 1 dt 15.06.2026.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
			It is important to highlight that Pumped Storage Projects (PSPs) differ significantly from Renewable Energy (RE) projects in terms of gestation cycle. RE projects typically have a gestation period of 24–36 months while PSPs require a much longer gestation period of 60–78 months. Given these timelines, it is not feasible for PSP developers to apply for GNA and obtain in principle connectivity within six months of the LOA. The Bidder requests the tender authority to remove the requirement of submitting the approved DPR and in-principle connectivity grant before signing the PPA.	
98.	**RFS** Clause 6.6.8	**6.6 Connectivity with the Grid at Interconnection Point/Delivery Points:** **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.	Suggested amendment: 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 and Sale of infirm** power generated into the grid to avoid wastage of power **as per the extant regulations.**	Please refer Sr No. 28 of Amendment No. 1 dt 15.06.2026.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
99.	**RFS** Clause 6.6.10, Page 67	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.	Considering the determination of "X" factor under finalisation at the Central Commission. This X factor has a significant impact on the overall deviations and their settlement for the project. Based on the draft proposal and public consultation, there is a trajectory over the next 5 years to increase to 100%, thus ensuring the denominator of the error definition, based on scheduled generation only. We request you consider any change in DSM regime, post the submission of bid as a "Change in Law" event and allow the developer to be restored at the same economic status as if the change in law event had not occurred.	Tender Condition shall prevail.
100.	6.6.10 of RfS	… 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…..	Request to clarify that Developers shall be responsible for DSM charges during the discharge mode i.e. generating mode and during the pumping mode i.e. charging of PSP. Any deviations charges on source of charging power and procurer drawl shall not be borne by Developer	Please refer to Sr No. 29 of Amendment No. 1 dt 15.06.2026.

<table>
<tr><th>Sl. No.</th><th>Document and Clause no.</th><th>Provision of Tender</th><th>Query of Bidder/s</th><th>Reply/Comments</th></tr>
<tr><td>101.</td><td>RFS

Clause No: 6.6.10</td><td>6.6 Connectivity with the Grid at Interconnection Point/Delivery Points:

6.6.10
The PSPD comply …... 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.</td><td><u>Clarification and suggested amendment:</u>

Deviation charges shall be payable by the Procurer or the Developer, as applicable, for any deviation from the scheduled charging and discharging by the respective entity (Procurer/Developer), as per the applicable regulation. An illustration has been provided below and the same has been incorporated in the UPPCL's modified PHSP RFS (issued on 01-08-25). Kindly confirm if our understanding is correct. And we request for inclusion of the illustration in the revised RfS.

<table>
<tr><th>Case</th><th>Activity</th><th>Schedule vs. Actual</th><th>Entity Responsible</th><th>Who Bears DSM?</th><th>Remarks</th></tr>
<tr><td>1</td><td>Charging – Excess or less drawal by PSPD</td><td>Schedule: 100 MWh Actual: 110 MWh or 90 MWh</td><td>PSPD (as Drawee)</td><td>PSPD</td><td>Developer deviates from scheduled drawal while</td></tr>
</table></td><td>Please refer to Sr No. 29 of Amendment No. 1 dt 15.06.2026.</td></tr>
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Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
			<table><tr><td></td><td></td><td></td><td></td><td></td><td>chargin g</td></tr><tr><td>2</td><td>**Charg ing** – Excess or less injecti on by Procur er</td><td>**Schedul e:** 100 MWh Actual: 110 MWh or 90 MWh</td><td>Procu rer (as Injecti ng Entity)</td><td>Proc urer</td><td>**Procu rer inject s more or less powe r** than sched uled durin g chargi ng</td></tr><tr><td>3</td><td>**Discha rging** – Excess or less injecti on by PSPD</td><td>**Schedul e:** 100 MWh Actual: 110 MWh or 90 MWh</td><td>PSPD (as Gener ator/I njecto r)</td><td>PSP D</td><td>**Devel oper inject s more or less** power</td></tr></table>	

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
			than scheduled during discharging	
102.	RfS Clause 6.6.10	"The PSPD shall comply with CERC/SERC regulation. 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…"	"As input power will be made available to PSPD by buying entity/ SJVNL at the delivery point, any deviation charges for such input power shall be borne by the procurer/s." Clarification/Confirmation is requested for interpretation of clause as above.	Please refer to Sr No. 29 of Amendment No. 1 dt 15.06.2026.
103.	Rfs Clause 6.6.10	"….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	We understand that DSM is to be paid by the party deviating from the agreed schedule. Hence, PSPD shall pay for its deviation by itself and SJVNL shall pay for its deviation from schedule.	Please refer to Sr No. 29 of Amendment No. 1 dt 15.06.2026.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		charges at the generator ends shall be settled by the PSPD.”		
104.	RFS Cl. 6.7.1	The **minimum Annual Availability** of the project shall be **95%.**	**The minimum Annual Availability of the project shall be 85%.** Considering there is no significant past data of availability of PSP projects 95% is too stringent criteria to be met. Also, other PSP Bids issued by Agencies such as ***UPPCL-2 GW, MPPMCL-500 MW*** etc kept the value as 85% only. Hence, Kindly consider.	Please refer Sr No. 32 of Amendment No. 1 dt 15.06.2026.
105.	RFS Cl. 6.7.1	Energy storage Annual Availability shall be taken 95% as the minimum availability to be ensured for a year.	Request to reduce the Normative Availability to90% in line with concluded MSEDCL and UPPCLPSP tenders and also in terms of operations PSP machines operates for higher hrs as compared to hydro therefore the Availability of 95% for 40-yearPPA tenure can be challenging. To ensure availability is higher than 95%, we request to include an incentive in case availability is higher than 95% as this would be beneficial for procurer and developers also.	Please refer Sr No. 32 of Amendment No. 1 dt 15.06.2026.
106.	RfS Clause 6.7.2	Round trip Efficiency (Addition of provision of incentive)	Any improvement in the round-trip efficiency will result in saving in input power to be arranged by the buying entity. To encourage such improvement in Round Trip Efficiency from the declared value at the time of bid submission; the cost	Tender Condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
			saving of input power shall be shared between PSPD and Buying entity in the ratio of 70: 30 respectively.	
107.	6.7.3 of RfS	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, ……	Request to reduce the Normative Availability to 90% in line with concluded MSEDCL and UP PSP tenders and also in terms of operations PSP machines operates for higher hrs as compared to hydro therefore the Availability of 95% for 40-year PPA tenure can be challenging.	Please refer Sr No. 34 of Amendment No. 1 dt 15.06.2026.
108.	**RFS** Clause No.: 6.7.3	**RFS** **6.7.3** Annual Availability of Energy Storage System (ESS)/Pumped Storage Project: The PSPD shall maintain a minimum of 95% availability of Pumped Storage Project Energy Storage System (ESS) on an annual basis	We request to include **higher Annual Availability as a criterion in bid evaluation** (as per formula suggested below), with preference given to bidders quoting higher Annual Availability. Accordingly, we request that the Guaranteed Annual Availability be revised to 90% or higher (in line with the Annual Availability quoted by the successful bidder for the purpose of bid evaluation). This method has also been adopted in Assam APDCL's PSP tender 2025. **Note: The LD calculation "due to shortfall of Annual Average Availability" should be revised based on the Guaranteed Annual Availability quoted by the successful bidder during bidding.**	Tender condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
			Suggested amendment as follows: 5.3.3 The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) for the offered quantum of power applied for and shall quote combination of the following. Component – A: Annual Fixed Charge (AFC) and Component – B: Cycle Loss (CL). **Component – C: Annual Availability**	
109.	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.	It is requested that the construct shall provide adequate charging power, while allowing the Procurer to schedule charging and discharging flexibly based on system requirements, and the clause be modified as: 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 02 Hours between each peak slot Rationale: From a technical and operational perspective, Pumped Storage Plants do not require a fixed minimum gap of 06	Please refer Sr No. 36 of Amendment No. 1 dt 15.06.2026.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
			hours between discharge cycles for safe and reliable operation. The operational capability of a PSP is primarily governed by availability of charging power, reservoir levels, and overall daily energy constraints, rather than a mandatory inter-slot time gap. Mandating a large minimum gap may unnecessarily restrict operational flexibility and limit optimal dispatch of storage capacity. Reducing this requirement to 02 Hours would provide greater flexibility to the Procurer in scheduling peak discharge in accordance with actual demand patterns, while also enabling improved utilization and better project economics for the Developer, provided that adequate charging power is ensured by the Buying Entities.	
110.	6.7.4 of RfS	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.	A Gap of 6 Hrs between each peak slot will make the PSP operation for next cycle of discharge nearly impossible as it will require the charging power based on the State of Charge before discharging. Therefore, the change over time from discharging to charging mode or vice versa shall be provided as 3 to 4 time blocks (or 30 to 60 mins) for seamless and reliable operation of PSP.	Please refer Sr No. 36 of Amendment No. 1 dt 15.06.2026.
111.	**RFS** Clause No.: 6.7.4	**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	The PSP shall operate continuously for a maximum duration of 6 hours, provided that adequate power is made available by the Procurer. <u>It is requested to add new clause considering following:</u>	Please refer Sr No. 36 of Amendment No. 1 dt 15.06.2026.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		contracted capacity on daily basis, with a gap of minimum 06 Hours between each peak slot.	**State of Charge :** It is clarified that the maximum State of Charge for Contracted capacity can be **"Contracted Capacity x 6"** MWh (considering **6 hours** of maximum continuous discharge); after **6 hours** of discharge, the State of Charge will reduce to zero and accordingly before scheduling the next cycle of discharge, SJVN/Buying entity will provide charging power. **Usage in Cycle :** SJVN/Buying entity shall have the right to schedule the discharge of the PHSP at its sole discretion, in any number of discharges, provided that adequate charging power has been made available by SJVN/Buying entity prior to such discharge(s), and subject to the provision of adequate transition time between generation and pumping modes. Request to modify clause no 6.7.4 as 6.7.4 The capacity offered under this Tender shall be capable of 8 Hours discharge with maximum **6 hours** continuous discharge of electricity upto the contracted capacity on daily basis~~, with a gap of minimum 06 Hours between each peak slot~~.	
112.	6.7.6 of RfS	The Buying Entity shall, in accordance with Applicable Laws and Regulations thereunder, issue instructions to the PSPD under intimation to SJVN for	The Bidder understands that SJVN, acting as the intermediary, will coordinate with the buying entities and provide a consolidated 96 block power requirement from the PSP, along with the corresponding charging schedule. This	PSPD has to schedule the charging and discharging of PSP Project in coordination with the Buying Entity(ies)

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		production of electricity and dispatch thereof to the Grid during such period and in such volume as it may specify in its instructions. Provided that the Entity shall not ask for dispatch in excess of the declared Availability by the PSPD, unless mutually agreed between the PSPD and the Utility	arrangement is intended to maintain 8 hours of discharge daily, with a maximum of 5 hours of continuous discharge, up to the contracted capacity, and with a minimum gap of 6 hours between each peak slot. PSP performance depends on several factors and it is important to know the discharge cycle in advance. Using same PSP for multiple customer is very tricky . We recommend for multiple offtakers the operation cycle should concurrent , meaning if A,B C customer are there they will operate at the same time not in staggered way: For example Buyer A, B, C will ask discharge of power supposes at 10:00PM and similar way all buyer will provide charging power in similar way like A,B &C will provide power at 10:00AM together. This is very important for finalizing price and operation philosophy of plant. We request tender authority to kindly clarify	to which storage capacity will be supplied. Further, please refer to Sr. No. 36 of Amendment No 1 dated 15.06.2026 to RfS regarding charging and discharging of PSP Projects.
113.	6.7.9 of RfS	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.	Kindly modify the clause as below: Each unit of the PSP project shall have the ability to vary the capacity between ~~20%~~ 50% to 100% of the rated MW capacity with hydro unit overload capacity as per CEA standard. As per characteristics of Francis turbine unit varying capabilities is between 50% to 100%, in view of same request for changing the same.	Please refer Sr No. 37 of Amendment No. 1 dt 15.06.2026.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
114.	6.7.9 of RfS	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.	Request to keep the operating range from 70% to 100% This will help operating the machine at higher efficiency and maintain the RTE	Please refer Sr No. 37 of Amendment No. 1 dt 15.06.2026.
115.	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.	We request you to remove this clause as there is no such relevant CEA standard thart requires such variance in the rated MW capacity with reference to PSP's. We request you to align the discharge schedule at 50% of the contracted capacity or 150 MW, whichever is lower.	Please refer Sr No. 37 of Amendment No. 1 dt 15.06.2026.
116.	**RFS** Clause 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.	We request you to kindly consider the adequate capacity variation in line with the technical specifications of the turbines available with the OEMs currently.	Please refer Sr No. 37 of Amendment No. 1 dt 15.06.2026.
117.	**RFS** Clause No: 6.7.9	**6.7 Power Supply Performance Criteria:** 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.	PSPs are designed for operation generation mode between 50% to 100% of the rated capacity. Overload is not applicable for PSP unit. In pumping mode, Unit will operate at rated Capacity only. The clause shall be revised accordingly.	Please refer Sr No. 37 of Amendment No. 1 dt 15.06.2026.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
118.	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.	To be modified as below: "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 as per CEA standard." **Justification:** Francis turbines are operated as per the cavitation zone; therefore, it cannot be operated below 50% of the rated capacity. Additionally, for smooth operation of PSP, it is requested to provide minimum 2-time blocks equivalent period (30 mins) for switching between Pumping mode and Generating mode. (reference UPPCL tender)	Please refer Sr No. 37 of Amendment No. 1 dt 15.06.2026.
119.	RFS Cl. 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.	**Bidder requests to remove this requirement as this is not applicable for PSP**. In PSP there is no requirement of overload capacity and variation of capacity in generation mode only, vary from 40%-100%. Kindly Consider.	Please refer Sr No. 37 of Amendment No. 1 dt 15.06.2026.
120.	**RFS** Clause 6.7.12	**6.7.12 Excess Generation:** In Order to allow …. The Developer may also sell un-requisitioned capacity/energy to any third party or power exchange without	**<u>Suggested amendment:</u>** The Developer may also sell un-requisitioned capacity/energy to any third party or power exchange without requiring NOC from the Procurer(s). ~~However, it may be noted that at any instance of energy supply from the Project,~~	Tender condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		requiring NOC from the Procurer(s). However, it may be noted that at any instance of energy supply from the Project, priority shall be accorded to meet the energy requirements as per PPA, before selling any quantum of energy in the open market.	~~priority shall be accorded to meet the energy requirements as per PPA, before selling any quantum of energy in the open market.~~	
121.	6.8.2 of RfS	LD applicable due to shortfall of ESS Annual Availability: - **LD applicable** = 1.5 * Quoted Price in INR/MW/Year x Quoted MW x (A - B) / 100	Request to modify the LD for shortfall of ESS Annual Availability as 100% of Quoted Price instead of 150% of the Quoted Price. Keeping higher penalty will lead to Developer factoring in the Tariff which will increase the Tariff. Further, request to reduce the Annual Availability to 90% and introducing the incentives in case of annual availability is more than 95%. Also, kindly clarify the Availability shall be calculated on monthly cumulative basis.	For Penalty clause, tender condition shall prevail. For Annual Availability, please refer to Sr No. 38 of Amendment No. 1 dt 15.06.2026. Availability shall be calculated on Annual basis.
122.	**RFS** Clause 6.8.2, Page 71	6.8.2 LD applicable due to shortfall of ESS Annual Availability: - Subsequent to date of start of Pumped Storage Project/ESS facility, in case the annual Availability demonstrated by	Kindly clarify calculation basis for 95% Annual Availability (e.g., CUF equivalent, derating factors for hydrology/maintenance), and threshold for liquidated damages on delays beyond 6 months (capacity reduction formula).	Please refer Sr No. 38 of Amendment No. 1 dt 15.06.2026.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		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		
123.	**RFS** Clause 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, such shortfall in performance shall make the PSPD liable to pay the liquidated damages to SJVN/Buying Entity(ies).	Please clarify the minimum annual availability requirement and LD calculation methodology for shortfall.	Please refer Sr No 38 of Amendment No. 1 dt 15.06.2026. LD applicable on shortfall in Annual Availability is given at clause 6.8.2 of RfS document.
124.	6.9.2 of RfS	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	Kindly modify the clause as follows: The Scheduled Commencement of Supply of power Date (SCSD) for the full contracted capacity shall be the date as on **60** ~~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~~.	Please refer to Sr. No. 2 of Amendment No 1 dated 15.06.2026 to RfS. The SCSD timeline shall remain unchanged.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		Effective Date of the PPA for 100 % capacity.	PSP are complex and capital-intensive project. PSP generally takes 24-30 months for predevelopment activities like survey & investigation, DPR approval, environment clearance, forest clearance and financial closure will take place after all approval are received and thereafter construction of project will take at least 48 months for Surface type powerhouse and 12-15 month higher for underground type powerhouse. Therefore, it is suggested to keep SCSD of 60 months from PPA signing inclusive of all activities.	
125.	6.9.2 of RfS	The Scheduled Commencement of Supply Date (SCSD) - 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	The Scheduled Commencement of Supply Date(SCSD) - 48 months from the Effective Date of PPA. This timeline is not feasible for setting up of PSP project which will be a deterrent for development and adoption of PSP in India. As per CEA report for under construction PSP project, very limited PSP projects are under construction meeting the timelines for SCOD incurrent tender. This condition restricts participation in the tender.	Please refer to Sr. No. 2 of Amendment No 1 dated 15.06.2026 to RfS. The SCSD timeline shall remain unchanged.
126.	6.9.2 (i)	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	The Scheduled Commencement of Supply of power Date (SCSD) for the full contracted capacity shall be the date as on **54 months** from the Effective Date of the PPA for at least 50 % capacity and **60 months** from the Effective Date of the PPA for 100 % capacity.	Please refer to Sr. No. 2 of Amendment No 1 dated 15.06.2026 to RfS. The SCSD timeline shall remain unchanged.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		50 % capacity and 42 months from the Effective Date of the PPA for 100 % capacity.	Rationale: Pumped Storage Projects involve long lead times for procure delivery of major equipment, making it challenging to achie execution within a 36-month timeframe. Accordingly, it is that a minimum period of 54 months be allowed for comple least 50% of the project, with the balance works permit completed within an additional six (6) months.	
127.	RfS 6.9.2(i)	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**.	Requesting SJVN to align clause no 1.1.7 as per the timeline mentioned under clause no. 6.9.2 (i)	Please refer to Sr. No. 2 of Amendment No 1 dated 15.06.2026 to RfS. The SCSD timeline shall remain unchanged.
128.	RFS Cl. 6.9.2 (i)	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.**	Bidder requests to provide **min. 72 Months {2 years for development + 4 Years for construction (50% in 42 months and 100% in 48 months)} time from PPA Effective Date for SCSD** of the project considering the stringent nature of the project. Kindly Consider.	Please refer to Sr. No. 2 of Amendment No 1 dated 15.06.2026 to RfS. The SCSD timeline shall remain unchanged.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
129.			The Bidder observes a contradiction between Clause 1.1.7 of the IFB and Clause 6.9.2 of the COC. As per Clause 1.1.7, the total time required is 60 months, whereas Clause 6.9.2 stipulates a timeline of 54 months (12 + 42, considering max. time provided for signing the PPA) from the date of issuance of the LoA. This inconsistency creates ambiguity in determining the correct schedule for commissioning. This 54 month doesn't account the timeline of 18 months provided for DPR as per clause 1.1.7 of IFB. The Bidder requests the tender authority to revise and harmonize the SCSD timeline to PPA + 66 months or LOA + 78 months, whichever occurs later, so as to ensure clarity, consistency, and practical feasibility in project execution.	Please refer to Sr. No. 2 of Amendment No 1 dated 15.06.2026 to RfS. The SCSD timeline shall remain unchanged.
130.	RFS 6.9.2 (i)	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.	The Scheduled Commencement of Supply of power Date (SCSD) for the full contracted capacity shall be the date as on ~~36~~ 48 months from the Effective Date of the PPA for at least 50 % capacity and ~~42~~ 60 months from the Effective Date of the PPA for 100 % capacity. **Rationale**:	Please refer to Sr. No. 2 of Amendment No 1 dated 15.06.2026 to RfS. The SCSD timeline shall remain unchanged.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
			Considering the scope of works defined for Pumped Storage Projects (PSP), which includes site selection, detailed studies, DPR preparation and approvals, statutory clearances, land acquisition, detailed engineering, and a construction period of up to 3.5–4 years, the above SCSD timelines appear to be misaligned with the practical development and commissioning requirements of PSPs. In this regard, we request that this Clause may be reviewed and amended to provide the SCSD as 5 (five) years from the Effective Date of the PPA. This request is also supported by the Pumped Storage Project Bidding Guidelines issued by the Ministry of Power dated 6 February 2025, wherein the minimum SCSD timelines prescribed under Mode-1 bidding are: **48 months for Off-River PSPs, and 66 months for On-River PSPs.** Accordingly, we request the SJVN to kindly align the SCSD provisions under Clause 6.9.1 of the RfS with the Ministry of Power PSP Bidding Guidelines.	
131.	RFS Cl. 6.9.2 (i)	The Scheduled Commencement of Supply of power Date (SCSD) for the full contracted capacity shall be the date	Bidder requests to provide **min. 72 Months {2 years for development + 4 Years for construction (50% in 42 months and 100% in 48 months)} time from PPA**	Please refer to Sr. No. 2 of Amendment No 1 dated 15.06.2026 to RfS. The

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		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.**	**Effective Date for SCSD** of the project considering the stringent nature of the project. Kindly Consider.	SCSD timeline shall remain unchanged.
132.	Clause 6.9.2, RfS	6.9.2 **Commencement of Supply Schedule and Liquidated Damages Not Amounting to Penalty for Delay in Commencement of Supply** i. 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.	The 42-month SCSD from PPA conflicts with 5-year maximum period from LOA. Kindly confirm which timeline governs and if 5-year timeline includes PPA signing delay (max 6 months post-LOA). We request to provide SCSD to be 5 years from the Effective Date of PPA	Please refer to Sr. No. 2 of Amendment No 1 dated 15.06.2026 to RfS. The SCSD timeline shall remain unchanged.
133.	RfS Clause 6.9.3.1	Responsibility of obtaining GNA shall be of the Buying Entity.	Does PSPD need to apply only for Connectivity, not GNA?	

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
			Will SJVN coordinate with Buying Entities to ensure timely GNA grant?	As per the clause no. 6.9.3.1 of RfS, the responsibility of obtaining General Network Access (GNA) shall be of the Buying Entity prior to commencement of supply of power from the Project. Tender condition shall prevail.
134.	**RFS** Clause No.: 6.9.3.1	6.9.3.1 ….. The above shall be treated as delays beyond the control of the PSPD and SCSD for such Projects shall be revised as the date as on 30 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or grant/operationalization of GNA. Decision on requisite extension on account of the above factor shall be taken by SJVN.	This clause covers delays in obtaining GNA only when the delay is due to a Government Authority or related authority. However, it does not cover cases where the delay is caused by the Buying Entity while applying for GNA for drawal of power. In such cases, the PSPD should be compensated for deemed generation. We request that the clause be amended accordingly.	Tender condition shall prevail.
135.	**RFS** Clause 6.9.3.2	In case of delay in commencement of power supply from the Project due to reasons beyond the reasonable control	If ISTS substation readiness or GNA operationalization is delayed even after PSPD applies properly, will SJVN allow proportionate extension in SCSD?	The provisions for the extension in the SCSD for delays beyond the control

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		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.		of the PSPD has been clearly mentioned in the Clause no. 6.9.3 of RfS. Tender condition shall prevail.
136.	**RFS** Clause 6.9.3.2		Please confirm if compensation will be provided to the bidder for delays beyond its control exceeding 30 days, even when the project location remains unchanged While the clause allows extension of SCSD for delays beyond bidder's control, it does not address financial impact on the bidder. Compensation for prolonged delays ensures commercial viability and risk mitigation.	Tender condition shall prevail.
137.	RFS Cl. 6.9.4	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	Bidder requests firm commitment from SJVN that they will procure power in case of early part/full commissioning. This will allow developer to plan the project commissioning accordingly. Kindly Consider.	It is clarified that Early commencement of supply of Power shall be governed

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		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.		as per clause no. 6.9.4 of RfS.
138.	**RFS** Clause No: 6.9.4	**6.9.4 Early Commencement of Supply of Power:** Para2: 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.	Request Procurer that in case of part or full early commissioning, the Procurer shall procure PSP capacity at 100% AFC with conditions as mentioned below. Suggested amendment is inline with other PSP Storage tenders issued by State Discoms (e.g. UPPCL, MPPMCL etc.) <u>Suggested amendment as follows:</u> **a) In case of part commencement** before the SCSD, Procurers shall procure capacity at 100% of the AFC pro-rated for the capacity made available for duration between date of part commencement and SCSD. Provided that, for any capacity made available by the Developer before **01st January 2029**, **Procurers** shall have the right but not the obligation to procure such capacity.	Tender condition shall prevail. However, Please refer Sr No. 41 of Amendment No. 1 dt 15.06.2026 regarding amendment made in provision related to Early Commencement of Supply of Power.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
			b) In case of early full commencement of contracted capacity, before the SCSD Procurers procure capacity at 100% (hundred per cent) of the AFC on pro-rated for the duration between date of early full commencement and SCSD. Provided that, for any capacity made available by the Developer before **01st January 2029**, **Procurers** shall have the right but not the obligation to procure such capacity.	
139.	6.10 of RfS	**Performance Guarantee** Bidders selected by SJVN based on this RfS shall submit Performance Guarantee for a value @ INR 27.75 Lakhs/MW (Rs. 27,75,000/MW) corresponding to the Contracted Capacity for which PPA is being signed, prior to signing of PPA.	Request to reduce the PBG amount to INR 10 Lakh/MW in line with concluded PSP tenders in past by UPPCL, MSEDCL and Assam.	Tender Condition shall prevail.
140.	RfS 6.10.1	Bidders selected by SJVN based on this RfS shall submit Performance Guarantee for a value @ **INR 27.75 Lakhs/MW** (Rs. 27,75,000/MW) corresponding to the Contracted Capacity for which PPA is being signed, prior to signing of PPA.	Requesting SJVN to update the amount of Performance Guarantee value @ **INR 12.00 Lakhs/MW** to ensure the obligation of PSPD and avoid additional burden of BG. (reference recent UPPCL, MSEDCL, APDCL tenders)	Tender Condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
141.	**RFS** Clause 6.10.1, Page 76	Bidders selected by SJVN based on this RfS shall submit Performance Guarantee for a value @ INR 27.75 Lakhs/MW corresponding to the Contracted Capacity for which PPA is being signed, prior to signing of PPA.	Request to reduce the PBG amount to INR 10Lakh/MW in line with tenders concluded by UPPCL, MSEDCL and Assam.	Tender Condition shall prevail.
142.	**RFS** Clause 6.10.1, Page 76	6.10.1 Bidders selected by SJVN based on this RfS shall submit Performance Guarantee for a value @ INR 27.75 Lakhs/MW (Rs. 27,75,000/MW) corresponding to the Contracted Capacity for which PPA is being signed, prior to signing of PPA. It may be noted that successful Bidders shall submit the Performance Guarantee in the form of Bank Guarantee (BG) /Payment on Order (PoI)/Insurance Surety Bond according to the Format 7.3C/7.3D/7.3F with a validity period up to (& including) the date as on 09 months after the SCSD.	As the PBG amount is fairly large in value considering the project size being bid for by the bidders. Moreover, the validity of the PBG shall be over 50 months when asked to submit. Accordingly, it is requested that PBG amount may be allowed to be paid in parts or a PBG with lower validity may be initially accepted subject to timely revisions by the Developer.	Tender condition shall prevail.
143.	RfS Clause 6.10.13	another alternative to submission of PBG as above, the Bidder also has an option to submit Insurance Surety Bond from an Insurer as per the guidelines	**-** **Rationale :**	Provision of Insurance Surety Bond has already been incorporated in clause no. 6.10.13 of RfS.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		issued by the Insurance Regulatory and Development Authority of India (IRDAI)	Eligible for Insurance surety bond - INR 27.75 Lakh/MW (Rs. 27,75,500/MW)	
144.	RFS Cl. 6.10.1	It may be noted that successful Bidders shall submit the Performance Guarantee in the form of Bank Guarantee (BG) /Payment on Order (PoI)/Insurance Surety Bond according to the Format 7.3C/7.3D/7.3F with a validity period up to (& including) the date as on 09 months after the SCSD.	Most commercial banks and insurance providers are currently hesitant to issue long-term instruments exceeding 12 months during the pre-financial closure stage. Project Finance is typically formalized at a later stage of the development cycle. Securing long-term credit facilities prior to the PPA signing presents significant collateral and liquidity challenges for developers. An initial 12-month bond, coupled with a mandatory undertaking to extend/renew the instrument 30–60 days prior to expiry, provides the same level of security to the Government while aligning with standard banking practices. In view of the above, we request you to amend the relevant clause to allow for an initial PBG/Surety Bond validity of 12 months, subject to periodic extensions throughout the project duration.	Tender condition shall prevail.
145.	RfS Clause 6.10.10	In the case of partial commissioning of the contracted capacity, the Performance Guarantee corresponding to the part commissioned contracted capacity shall be released after deducting any liquidated damages.	Please confirm the definition of SCOD and whether partial commissioning is permitted.	The Definition of the term SCHEDULED COMMENCEMENT-OF-SUPPLY DATE (SCSD) is given at Clause no. 2.59 of RfS.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
				The partial commissioning shall be as per Clause 6.9.1 of RfS.
146.	6.11.1 of RfS	Success Charges: The Selected Bidder shall have to pay INR 1.00 Lakh/ MW + 18% GST, corresponding to the Contracted Capacity awarded, to SJVN towards administrative overheads, coordination with State Authorities and others, DISCOM/STU/CTU, pre-commissioning and commissioning expense.	PSP being a long term need for the country's energy security - Waive off success charges PSP in India is a necessity for India's energy independence - 2047 and Net Zero - 2070 goals. Further, due to rapidly falling prices of BESS, PSP is having a stiff competition with Batteries who are good for only certain durations but may inhibit the growth of PSPs. Any charges on success and beyond the trading margin of SJVN, even if symobolic and marginal, are regressive in principle and further suppress the case of PSPs. Besides, they impact the upfront cost of developers who are taking substantial risk during construction phase.	Tender condition shall prevail
147.	6.11.2 of RfS	Payment Security Mechanism	The PSM charges Collected over the operational period of the plant say from 4th or5th year onwards instead of at COD, This will enable CAPEX optimization allowing more competitive bids	Tender condition shall prevail
148.	6.11.2 of RfS	**Payment Security Mechanism** As part of the Payment Security Mechanism as brought out in the PPA,	It is requested to reduce the PSM Charges to Rs 2 Lakh/MW as for 2000 MW contract at the time of commissioning of project, developer is required for pay INR 100 Crs upfront,	Tender condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		the PSPD shall undertake to pay PSM Charges @ Rs.5.00 Lakh/MW (Rupees Five Lakh/ MW), to SJVN through DD/NEFT/RTGS. This fund shall form part of the Payment Security Fund maintained by SJVN for the Project. Modalities of operationalization of the Payment Security Deposit will be notified by SJVN at appropriate stage, through necessary guidelines/orders. The above amount shall be credited to SJVN pro-rata to the part capacity being commissioned at that stage.	which will be a ultimately factored into the Annual Fixed Charges pushing the Tariff higher. In view of above, PSM charges may be reduced and same shall be deducted in instalments from monthly invoices. **Alternatively, Payment Security Deposit @ 0.5% per month of the monthly Annual Fixed Charges can be deducted from monthly invoice like standard and adopted practises in RE tenders.**	
149.	6.11.2 of RfS	**Payment Security Mechanism** As part of the Payment Security Mechanism as brought out in the PPA, the PSPD shall undertake to pay PSM Charges @ Rs.5.00 Lakh/MW (Rupees Five Lakh/ MW), to SJVN through DD/NEFT/RTGS. This fund shall form part of the Payment Security Fund maintained by SJVN for the Project. Modalities of operationalization of the Payment Security Deposit will be notified by SJVN at appropriate stage, through necessary guidelines/orders.	It is requested to reduce the PSM Charges to Rs 2 Lakh/MW as for 2000 MW contract at the time of commissioning of project, developer is required for pay INR 100 Crs upfront, which will be a ultimately factored into the Annual Fixed Charges pushing the Tariff higher. In view of above, PSM charges may be reduced and same shall be deducted in instalments from monthly invoices.	Tender condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		The above amount shall be credited to SJVN pro-rata to the part capacity being commissioned at that stage.		
150.	**<u>RfS</u>** 6.11.2 Payment Security Mechanism	As part of the Payment Security Mechanism as brought out in the PPA, the PSPD shall undertake to pay PSM Charges @ Rs.5.00 Lakh/MW …..	With reference to the clause 6.11.2 pertaining to the Payment Security Mechanism, which provides that the PSP Developer shall pay PSM Charges @ Rs. 5.00 Lakh/MW to SJVN as part of the Payment Security Fund, it is requested that SJVN may kindly reconsider the quantum and structure of the PSM Charges. **In this regard, it is requested to kindly consider the following options:** **1. Reducing the PSM Charges to Rs. 1.00 Lakh/MW, and** **2. Allow the PSM amount to be collected in a phased manner over a defined period, instead of as a lump-sum payment, particularly for large-capacity PSPs** Rationale: With reference to the clause 6.11.2 pertaining to the Payment Security Mechanism, which provides that the PSP Developer shall pay PSM Charges @ Rs. 5.00 Lakh/MW to SJVN as part of the Payment Security Fund, it is requested that SJVN may kindly reconsider the quantum and structure of the PSM Charges. **In this regard, it is requested to kindly consider the**	Tender condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
			following options: **1. Reducing the PSM Charges to Rs. 1.00 Lakh/MW, and** **2. Allow the PSM amount to be collected in a phased manner over a defined period, instead of as a lump-sum payment, particularly for large-capacity PSPs**	
151.	**RFS** 6.11.2 Payment Security Mechanism	As part of the Payment Security Mechanism as brought out in the PPA, the PSPD shall undertake to pay PSM Charges @ Rs.5.00 Lakh/MW (Rupees Five Lakh/ MW), to SJVN through DD/NEFT/RTGS. This fund shall form part of the Payment Security Fund maintained by SJVN for the Project. Modalities of operationalization of the Payment Security Deposit will be notified by SJVN at appropriate stage, through necessary guidelines/orders. The above amount shall be credited to SJVN pro-rata to the part capacity being commissioned at that stage.	We understand that the amount of Rs 5 lakhs/MW is quite high for payment security mechanism. We request to reduce it to Rs 1 Lakh/MW payable at the SCSD	Tender condition shall prevail.
152.	**RFS Clause No.: 6.11.2**	6.11.2 Payment Security Mechanism: As part of the Payment Security Mechanism as brought out in the PPA, the PSPD shall undertake to pay PSM Charges @ Rs.5.00 Lakh/MW (Rupees	Request to provide clarification, how will the Payment Security Mechanism shall be implemented? Payment Security in general scenario is to be deposited by the Buying Entity / trader. Why a generator is also required to submit a Payment Security, when the Performance	The Payment Security Mechanism (PSM) under Clause 6.11.2 has been stipulated to ensure payment security and contractual compliance

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		Five Lakh/MW), to SJVN through DD/NEFT/RTGS. This fund shall form part of the Payment Security Fund maintained by SJVN for the Project.	Guarantee is already submitted in order to ensure that the project will be constructed as per the PPA. Once project is commissioned and is operational, then ideally only payment security is kept live which is to be deposited by Buying Entity / trader in order to secure the monthly payments to be made to the project developer. The developer who has already invested into the project is not expected to also keep any guarantee alive during the operation phase of the project. Additionally, PSM charges are too high. For a contracted capacity of 2000 MW, the PSM amounts to INR 100 crore (at INR 5.0 lakh/MW). This cost will be added in the computation of Annual Fixed Charges (AFC), thereby increasing the bid price. Accordingly, we request that the PSM charges be reduced to INR 1.0 lakh/MW.	throughout the PPA term. The PSM and Performance Guarantee serve distinct purposes: the Performance Guarantee secures project implementation, while the PSM safeguards ongoing contractual obligations during the operational phase. Accordingly, submission of the Performance Guarantee does not obviate the requirement of PSM. Tender condition shall prevail.
153.	**RfS** 6.12	**6.12 Power Purchase Agreement (PPA):** ..."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	**Proposed clause:** **6.12 Power Purchase Agreement (PPA):** ..."In case 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	Please refer to Sr No. 42 of Amendment No. 1 dt 15.06.2026.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		charges/ penalties payable by the Buying Entity in this regard shall be borne by the PSPD	Entity in this regard shall be borne by the PSPD. However, in case of any change in the SPV, the terms outlined in the PPA shall remain intact, and all obligations shall continue to be fulfilled in accordance with the PPA and the RfS. This clause ensures that any additional transmission charges or penalties arising from changes in project location or SPV are borne by the Developer, protecting the Buying Entity from unforeseen costs. It also guarantees continuity of the PPA terms and obligations despite any SPV restructuring, in line with the original RfS and bidding framework. Hence, request to allow **change in SPV at least till Financial Closure.**	
154.	6.12.1 of RfS	At the time of bid submission, for each Project, the Bidder shall provide a tentative hourly generation profile for a representative day for a single year, indicating tentative energy (MWh) and power (MW) to be supplied under the PPA. Delay in meeting the PPA timelines on account of changes in the Project parameters/project location from the data as submitted in the Covering Letter (Format 7.1), shall be	As per tender conditions, both charging and discharging operations fall under the scope of the buying entity and are entirely dependent on the quantity and duration for which input power is provided. Therefore, the developer will not be able to provide a generation profile. Accordingly, we request that the requirement to submit a generation profile be removed from the bid.	The hourly generation profile under Format 7.10 is only indicative of compliance with RfS/PPA requirements.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		at the risk and cost of the Successful Bidder.		
155.	**RFS Clause No** 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.	**Proposed Clause:** 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 application of connectivity at the required CTU/STU substation, before signing of PPA**. .... **Rationale:** It is very difficult to obtain the in-principle approval of connectivity prior to PPA signing, since PSPD will be only able apply for connectivity post receipt of LOA. Hence, we request you to verify the application of connectivity by the bidder instead of in-principle approval.	Please refer Sr No. 43 of Amendment No. 1 dt 15.06.2026.
156.	**RFS Clause No** 6.12.2		The Bidder notes a contradiction between Clause 6.6.5 and Clause 6.12.2 of the tender. Clause 6.6.5 requires the Bidder to apply for ISTS connectivity within 30 days of signing the PPA, whereas Clause 6.12.2 requires submission of the approved DPR (if applicable) and the in-principle grant of connectivity, before signing the PPA. In practice, obtaining DPR approval and securing an	Please refer Sr No. 43 of Amendment No. 1 dt 15.06.2026.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
			in-principle grant of connectivity cannot be completed within 6 months of issuance of the LOA, i.e., prior to signing the PPA as per clause clause 5.6.5. It is important to highlight that Pumped Storage Projects (PSPs) differ significantly from Renewable Energy (RE) projects in terms of gestation cycle. RE projects typically have a gestation period of 24–36 months while PSPs require a much longer gestation period of 60–78 months. Given these timelines, it is not feasible for PSP developers to apply for GNA and obtain in principle connectivity within six months of the LOA. The Bidder requests the tender authority to remove the requirement of submitting the approved DPR and in-principle connectivity grant before signing the PPA.	
157.	**RFS Clause No** 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.	**Proposed Clause:** The Bidder(s) shall be required to apply for connectivity at the identified ISTS substations within 30 days of ~~Signing of PPA~~. issuance of LoAs 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 PSPDs will be required to apply for connectivity at the identified substation within 60 days of issuance of LoAs and	Please refer Sr No. 43 of Amendment No. 1 dt 15.06.2026.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
			shall furnish copies of the application as well as granted connectivity, to SECI at the earliest. In case the PSPD fails to obtain connectivity at its identified substation, the same shall be immediately notified by the PSPD to SECI. At least 30 days prior to the proposed commissioning date, the PSPD shall be required to submit the Connection Agreement signed with the CTU.	
158.	**RFS Clause No** 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 before signing the PPA.	**Kindly Modify** as per below: The selected bidder (s) will be required to submit the **appraised DPR** (if applicable as per extant guidelines/regulations of the Govt Agency(ies)/Government of before signing the PPA. **This is as per revised CEA Guidelines**.	Tender Condition shall prevail.
159.	RFS Clause No. 6.12.2	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 general practice in Renewable Energy projects is application of Connectivity post award of project. i.e. upon receiving LOA. Bidder requests while signing PPA only application for connectivity to be the criteria for PPA signing and the submission of in-principle grant shall not be mandatory. Kindly Consider."	Please refer Sr No. 43 of Amendment No. 1 dt 15.06.2026.
160.	RFS Clause No. 6.12	Additional Clause	In case of multiple buying entities, in case 50% contracted capacity has been tied up with one or multiple buying entities, and the rest is yet to be tied up by SJVN with other buying entities, all the obligations as per PPA shall commence as	It is clarified that the obligation as per PPA shall commence after signing of PPA for the capacity for which PPA has been signed.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
			soon as the first 50% contracted capacity is tied up, irrespective of when the rest is tied-up by SJVN.	Tender Condition shall prevail.
161.	**RFS Clause No**. 6.13.1	The Projects shall achieve Financial Closure within **12 (twelve) months from the Effective Date of the PPA.**	Bidder requests **Financial Closure should be 6 (six) months prior to SCSD.** The nature of Project will require longer due diligence of Banks and Financial Institutions. Kindly Consider.	Tender Condition shall prevail.
162.	**RFS Clause No** 6.13.1	The Projects shall achieve Financial Closure within 12 (twelve) months from the Effective Date of the PPA.	Kindly modify the clause as follows: The Projects shall achieve Financial Closure within ~~12 (twelve)~~ **18 (eighteen)** months from the Effective Date of the PPA. PSP are complex and capital-intensive projects, before completing Financial Closure, lender require the project related approvals like DPR from CEA, EC & FC from MoEF and other statutory approvals. Once all approvals are in place, only then lenders initiate the appraisal of the project and grant the funding. Thus, it is requested to keep timeline for financial closure as 18 months from PPA signing considering the commissioning period of 60 months from PPA signing.	Tender Condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
163.	**RFS Clause No** 6.13.1	The Projects shall achieve Financial Closure within 12 (twelve) months from the Effective Date of the PPA.	The Projects shall achieve Financial Closure within **12 (twelve) months prior to the SCOD of Project**. Rationale: At present, lenders are generally reluctant to execute financing agreements until the tariff is approved by the appropriate Regulatory Commission, a process which typically takes more than six (6) months from the date of signing of the PPA. Accordingly, it is requested that the requirement for achieving Financial Closure be linked to the SCOD, and that Financial Closure be permitted up to twelve (12) months prior to the SCOD, instead of twelve (12) months from the date of PPA execution.	Tender Condition shall prevail.
164.	**RFS** Clause No.: 6.13.1 **AND** ANNEXURE - C	**6.13 Financial Closure or Project Financing Arrangements** 6.13.1 The Projects shall achieve Financial Closure within 12 (twelve) months from the Effective Date of the PPA. **ANNEXURE – C**	**Clause 6.13.1** specifies that Financial Closure shall be achieved within 12 months from Effective Date of the PPA, whereas **Annexure C** mentions of 18 months / 24 months from the Effective Date of the PPA. Request to amend the clause accordingly.	Please refer Sr No. 45 of Amendment No. 1 dt 15.06.2026.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		Last Date for submission of documents related to Financial Closure – _ (18 months/ 24 months from Effective Date of PPA)		
165.	**RFS 6.13.2**	6.13.2 At the stage of financial closure, the PSPDs shall report 100% tie-up of Financing Arrangements for the Projects. In this regard, the PSPD shall submit a certificate/necessary document from all financing agencies regarding the tie-up of 100% of the funds indicated for the Project, including arrangements of funds in the form of Equity. The PSPD shall also submit the DPR of the Project, detailing out project configuration and proposed commissioning schedule of the Project.	Request to please share type of documents required.	List of documents shall be as per the ANNEXURE C of RfS.
166.	RFS Clause No.: 6.16.3	In case of the Successful Bidder itself executing the PPA, it shall ensure that the controlling shareholding of the bidding company /consortium remains unchanged until the ACSD i.e. its promotors shall not cede control	Please note that the compliance requirement as stipulated is not feasible in the case of a listed entity, where the shareholding also includes public shareholders. Accordingly, we request that an exemption from this condition be provided where the successful bidder is a listed entity. We request that the clause be amended accordingly.	Tender condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		(Control shall mean the ownership, directly or indirectly, of more than 50% of the voting shares of such Company or right to appoint majority Directors) of the bidding company/consortium till ACSD, except with the prior approval of SJVN.		
167.	RfS Clause 6.14	The PSPD shall submit documents/Lease Agreements to establish possession/right to use 100% (hundred per cent) of the required land in the name of the PSPD for a period not less than the complete term of the PPA, on or before the SCSD. Wherever leasing of private land is involved, the lease should allow transfer of land lease rights to the lenders or Procurer, in case of default of the PSP Power Generator.	Please confirm that submission of land ownership / lease / possession documents is not required at the bid stage.	Submission of land ownership/lease/possession documents is not required at the bid stage. Tender condition shall prevail.
168.	**RFS** Clause No.: 6.17	6.17 TRADING MARGIN OF SJVN AS INTERMEDIARY PROCURER:	Will the PSPD pay any Trading Margin to SJVN?	SJVN's Trading Margin is recovered from the Buying Entity, not from the PSPD.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
169.	**RFS** Page No 165 & 166	**For cases where funding will be from a Company other than Project Company** CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY AT THEIR MEETING HELD ON AT THE REGISTERED OFFICE OF THE COMPANY	In cases where the Bidder has already obtained Board approval for development of the PSP, please clarify whether submission of a fresh Board Resolution in the prescribed format is mandatory. Since the Board Resolution approving the development of the PSP has already been passed, it may not be feasible to obtain another resolution in the same matter. Accordingly, it is requested that the existing Board Resolution, duly approved by the Bidder's Board in its own format, be accepted.	The Bidder shall be required to submit Board Resolution as per the Format No. 7.4 and Format of RfS (if applicable).
170.	**RfS** Format 7.9	Certificate from Statutory Auditor in the form set out in Format 7.9 Format for Certificate from Statutory Auditor for Technical Criteria	Certificate from Statutory Auditor in the form set out in Format 7.9 Format for Certificate from Statutory Auditor for Technical Criteria. Certificate from Statutory Auditor in the form set out in Format 7.9 Format for Certificate from Statutory Auditor for Technical Criteria	Please refer Sr No. 47 of Amendment No. 1 dt 15.06.2026.
171.	RfS Format 7.9	"Format for certificate from statutory auditor for technical Criteria"	For ease of execution and timely submission of bid, requesting SJVN to allow submission of fulfilment of Technical Criteria by either Statutory Auditor or Charter Accountant.	Please refer Sr No. 47 of Amendment No. 1 dt 15.06.2026.
172.	Format 7.9 FORMAT FOR CERTIFICATE FROM	I certify that I have verified the original documents as mentioned below and confirm that all the information provided in this	A. Please clarify that the bidder would not be required to submit the documents as per point no. a) to e). Instead, the clause is suggested to be modified as:	Tender condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
	STATUTORY AUDITOR FOR TECHNICAL CRITERIA	certificate is true: a) Work order/ Letter of Award issued by the procurer b) Power Purchase Agreement (PPA) signed with the procurer c) Commissioning certificate issued by the procurer mentioning the actual date of commissioning for the project for which Technical Capacity is being claimed d) Proof mentioning the connectivity voltage level of the project for which the Technical Capacity is being claimed e) Proof for holding more than twenty six percent (26%) of Paid-up Share Capital as on the date of COD for the entity claiming Technical Capacity	**I certify that I have verified the original relevant documents and confirm that all the information provided in this certificate is true.** *AND* B. Further, since the first three points i.e., a, b & c are establishing the successful commencement of operation of the PSP, and competent authority shall be required to verify either of these documents to certify the same. Hence the clause should be modified as: I certify that I have verified **the original documents** as mentioned below and confirm that all the information provided in this certificate is true: a) **Work order/ Letter of Award issued by the procurer / Power Purchase Agreement (PPA) signed with the procurer / Commissioning certificate issued by the procurer mentioning the actual date of commissioning for the project for which Technical Capacity is being claimed** b) Proof mentioning the connectivity voltage level of the project for which the Technical Capacity is being claimed	

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
			c) Proof for holding more than twenty six percent (26%) of Paid-up Share Capital as on the date of COD for the entity claiming Technical Capacity	
173.	**Format 7.9,** FORMAT FOR CERTIFICATE FROM STATUTORY AUDITOR FOR TECHNICAL CRITERIA, Page 130	…. The Project _________ (name of the project company) has completed the project on __________ (Date). We further certify that the project company has executed EPC/Construction work of the infrastructure projects having project cost of INR [figures and words]	We request you to kindly clarify that if the Bidder is qualified in case of executing the EPC works of infrastructure projects and meeting the required project capital cost	Please refer Sr No. 16 of Amendment No. 1 dt 15.06.2026.
174.	**RFS** SECTION VII: FORMS & FORMATS FOR BID SUBMISSION **FORMAT 7.9**	**FORMAT 7.9** FORMAT FOR CERTIFICATE FROM STATUTORY AUDITOR FOR TECHNICAL CRITERIA I certify that I have verified the original documents as mentioned below and confirm that all the information provided in this certificate is true:	**Request to remove item no 'd' below:** a) Work order/ Letter of Award issued by the procurer b) Power Purchase Agreement (PPA) signed with the procurer c) Commissioning certificate issued by the procurer mentioning the actual date of commissioning for the project for which Technical Capacity is being claimed ~~d) Proof mentioning the connectivity voltage level of the project for which the Technical Capacity is being claimed~~	Tender condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		a) Work order/ Letter of Award issued by the procurer b) Power Purchase Agreement (PPA) signed with the procurer c) Commissioning certificate issued by the procurer mentioning the actual date of commissioning for the project for which Technical Capacity is being claimed d) Proof mentioning the connectivity voltage level of the project for which the Technical Capacity is being claimed e) Proof for holding more than twenty six percent (26%) of Paid-up Share Capital as on the date of COD for the entity claiming Technical Capacity	e) Proof for holding more than twenty six percent (26%) of Paid-up Share Capital as on the date of COD for the entity claiming Technical Capacity	
175.	Format 7.9 RfS		e. Proof for holding more than twenty six percent (26%) of Paid-up Share Capital as on the date of COD for the entity claiming Technical Capacity. Rationale: Should the clause be interpreted as the Bidder need not be required to hold 26% after COD?	The company whose experience is being used to qualify the bid must own **at least 26% of the project company's shares and maintain this ownership until the project's COD**, and documentary proof of this

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
				ownership must be provided. Please refer Sr No. 47 of Amendment No. 1 dt 15.06.2026 with regards to the COD/Completion of Work.
176.	**RFS** SECTION VII: FORMS & FORMATS FOR BID SUBMISSION **FORMAT 7.10**	**FORMAT 7.10** 5. Committed annual PUF for the offered capacity to be supplied in % 8. Plant availability	Please define the term "Annual PUF". Further, bidder is already giving guarantee for annual availability. Additionally, Plant Load Factor or Capacity Utilization Factor or Plant Utilization Factor will depend on availability of pumping power and discharge profile. Hence, Plant Load Factor or Capacity Utilization Factor or Plant Utilization Factor cannot be guaranteed by bidder. The clause shall be modified accordingly.	Please refer Sr No. 46 of Amendment No. 1 dt 15.06.2026.
177.	Format 7.10 Item 6, Page 133	RfS title/Clause 1.1.6: "8 Hours discharge with maximum 5 Hours continuous discharge". Format 7.10 asks for "Hours of Discharge Day" (singular).	Kindly confirm if total daily discharge must be exactly 8 hours (with ≤5 hrs continuous block), or if 8 hours is minimum/maximum. Provide exact discharge profile constraints.	Please refer Sr No. 36 of Amendment No. 1 dt 15.06.2026.
178.	Format 7.10, Page 133	Bidders must declare Round Trip Efficiency, Plant Availability (95%	For the required hourly generation profile, should it demonstrate exactly 8 hours total discharge with no more	The hourly generation profile under Format 7.10 is

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		annual), Hours of Discharge (8 hours/day, max 5 hours continuous), and provide hourly generation profile for a representative day.	than 5 hours continuous, or is flexibility allowed. Kindly provide sample profile/template if available.	only indicative of compliance with RfS/PPA requirements and there is no sample template given in the RfS. Please refer Sr No 36 of Amendment No. 1 dt 15.06.2026.
179.	Annexure-A	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.	iii) Round Trip Efficiency/Cycle Efficiency: >75%. Inclusive of all losses upto metering point. Metering at ISTS/STU injection/ drawl point as per CEA metering regulation.	Please refer Sr. No 48 of Amendment No. 1 dt 15.06.2026.
180.	Annexure-A, Page 149	Round Trip Efficiency (RTE) minimum 75% inclusive of all losses up to metering point at STU; Cycle Loss up to 25%; Pump-Turbine Efficiency 90.5%, Motor-Generator 98%.	Kindly confirm if the 75% RTE is measured at Delivery Point metering or plant gate, and whether auxiliary consumption (e.g., for desilting, cooling) is excluded from this calculation. Also, clarify acceptable measurement methodology (e.g., ISO 9906 for turbines). Kindly elaborate.	Please refer Sr No. 33 of Amendment No. 1 dt 15.06.2026 with regards to Auxiliary Power in RtE calculation. It is further clarified that the RTE shall be measured at

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
				the Delivery Point based on ABT-compliant metering as per applicable regulations. All auxiliary consumption shall be deemed included in the RTE calculation. No specific standard for measurement is prescribed, and the methodology shall be as per the RfS/PPA and applicable regulatory provisions.
181.	Annexure-A, Page 149	Interconnection at ISTS substation ≥220 kV; developer responsible for connectivity up to Delivery Point; comply with CEA/CERC regulations.	Does "up to pooling point" include bay extension costs at ISTS substation, or only developer-side lines? Kindly confirm if Long-Term Open Access (LTOA) charges are bidder responsibility.	Kindly refer Clause no. 6.6 of the RfS which is self-explanatory.
182.	Annexure C, Page 164	Checklist for Financial Closure includes DPR, land details, approvals; max 5 years from LOA to full commissioning.	Kindly provide a sample DPR Template which may be acceptable to SJVN/End Procurer. Alternatively, pls confirm if the DPR prepared by the Bidder and approved shall be acceptable	No specific or pre-defined sample DPR template is envisaged. As per the clause no. 6.12.2 of RfS read in conjunction with Sr No. 43 of Amendment No. 1 dt 15.06.2026, the selected bidder (s) will be required

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
				to submit the approved DPR (if applicable as per extant guidelines/regulations of the Govt Agency(ies)/Government of India) before signing the PPA.
183.	**RfS Clause no. 6.7.4**		**State of Charge and No of Cycle:** Setting up of 2000 MW Energy Storage Capacity (For 8 Hours discharge with maximum 5 Hours continuous discharge)from Pumped Storage Power Projects inIndia under TBCB. i.e. The capacity offered under this Tender shall be capable of 8 Hours discharge with maximum 5 hours continuous discharge on daily basis. As per tender, PSP shall be capable for 8 Hours discharge with maximum 5 hours continuous discharge. We request SJVN to clarify that after 5 Hours continuous discharge the state of charge for PSP shall be zero and for taking remaining discharge charging power shall be provided. For Example, In case of 1000 MW contracted capacity, the maximum state of charge shall be 5000 MWh(1000 MW x 5 hours); after 5 hours of discharge, the State of Charge will reduce to zero and accordingly before scheduling the	Please refer Sr No. 36 of Amendment No. 1 dt 15.06.2026.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
			next cycle of discharge, buying entity will provide charging power.	
184.	**PSA** Article 2 page 17 Clause 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	Please confirm whether capacity charges are payable purely on availability basis irrespective of actual dispatch by Buying Entities.	The payment of applicable tariff in terms of Final AFC shall be governed as per provision of Article 10: BILLING AND PAYMENT of PPA.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		Capacity being 75%. Schedule of charging and Discharging will be as per extant regulations / provisions.		
185.	**PSA** ARTICLE-2 PAGE 10 Clause 2.3	The rate of Late Payment Surcharge for the successive months of default shall increase by 0.5 percent (50 bps) for every month of delay provided that the Late Payment Surcharge shall not be more than three (3) percent higher than the base rate at any time.	Please confirm applicability of Electricity (Late Payment Surcharge & Related Matters) Rules, 2022 to payments due to the PSPD.	Please refer to Clause 2.3 (a) of PSA, wherein it has been mentioned that Electricity (Late Payment Surcharge and related matters) Rules, 2022 notified by the Central Government shall be applicable.
186.	**PPA** Clause No.: 2.1.3	….. 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.	There is no definitive timeline specified for obtaining approvals from CERC and SERC. Accordingly, we request that the clause be amended considering Approval by CERC for adoption of the tariff within 60 days from the conclusion of the E-RA and approval of the PSA by the concerned SERC within 03 months from the conclusion of the E-RA.	Please refer to Sr No. 55 of Amendment No. 1 dt 15.06.2026.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
187.	**PPA** Clause No: 2.3.2	In case the SJVN-Buying Entity PSA corresponding to the Contracted Capacity is terminated or modified for a reduced capacity during the Term of this Agreement, the event will result in Termination of this Agreement or pro-rata reduction in Contracted Capacity of this Agreement, as the case may be. In such scenario, any termination compensation payable by the respective Buying Entity, will be passed on to the PSPD, after deducting SJVN's costs, if any.	Please elaborate this clause in detail in the PPA draft by referring the clauses in the PSA under which Buyer shall be liable to pay the termination compensation to the PSPD and the compensation methodology. It is a critical clause, as any lender would need confirmation on termination compensation as in case of such termination lender and PSD would be dependent of the recovery from buying entity	Clause is self explanatory.
188.	**PPA** Clause No: 2.3.2	**2.3 EARLY TERMINATION** **2.3.2** In case the SJVN-Buying Entity PSA corresponding to the Contracted Capacity is terminated or modified for a reduced capacity during the Term of this Agreement, the event will result in Termination of this Agreement or pro-rata reduction in Contracted Capacity of this Agreement, as the case may be. In such scenario, any termination compensation payable by the respective	<u>Rationale for amendment</u> In order to ensure security against the huge investments which the developer will be making while developing the project, we suggest that instead of automatic termination, in case the PSA gets terminated then SJVN on best effort basis shall endeavour to find alternate buyers and if it is unable to find any alternate buyers within a definitive time period, then following clause shall be implemented. Similar terms have also been incorporated by State Discom tenders. <u>Request to amend the clause to</u> **2.3.2**	Please refer to Article 13 of PPA and ARTICLE- 3 of PSA with regard to provisions pertaining to Event of Defaults, Termination and payment of compensation, which are self-explanatory. Tender condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		Buying Entity, will be passed on to the PSPD, after deducting SJVN's costs, if any.	In the event that the SJVN–Buying Entity PSA corresponding to the Contracted Capacity is terminated or modified for a reduced capacity during the Term of this Agreement, this Agreement shall either stand terminated or the Contracted Capacity hereunder shall be reduced on a pro-rata basis, as applicable. In such case, the affected party shall be entitled to receive an amount equivalent to the Annual Fixed Charge (AFC), net of SJVN's applicable costs, that would have been payable for the Contracted Capacity or the pro-rata reduced capacity, as the case may be, for a period of twenty-four (24) months, calculated on the assumption that such Contracted Capacity or reduced capacity was Available throughout such twenty-four (24) month period from the date of termination.	
189.	**PPA** Clause No.: 3.1	3.1 SATISFACTION OF CONDITIONS SUBSEQUENT BY THE PSPD: i. The PSPD agrees and undertakes to duly perform and complete all of the required Project financing arrangements and achieve the Financial Closure at the PSPD's own responsibility, cost and risk by ……………. [Insert date as per RfS conditions], unless such completion is	The timelines in the PPA are only for point (i). However, for point (ii) to (iii), there are not definitive timelines within which such Conditions Subsequent are to be fulfilled. This is more crucial for the reason that the Clause 3.2 provides for consequences if there is any delay in fulfilling Conditions Subsequent. However, if there are no timelines in the PPA within which such Conditions Subsequent are to be fulfilled, then how a delay can be ascertained under Clause 3.2.	It is clearly mentioned in Clauses 3.1 (ii) and 3.1(iii) that the requirements stipulated in the above Clauses are to be complied within the timeline mentioned in Clause 3.1(i). Tender condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		affected by any Force Majeure event, or for the activities specifically waived in writing by SJVN. ii. The PSPD shall make Project financing and furnish other supporting documents / certificates to SJVN in regard to the due compliance with the Conditions Subsequent within the deadline as above. iii. The PSPD shall also submit the Detailed Project Report along with proposed commissioning schedule of the Project within the above deadline. iv. Any other details sought as per the checklist communicated by SJVN in line with Annexure-C of the RfS	So, we suggest that a universal timeline be added which shall be applicable on entire Clause 3.1.	
190.	**PPA** Clause No.: 3.2.4	**3.2.4** **……** Further, any delay in adoption of tariff by the Appropriate Commission, beyond the timelines as indicated in Article 2.1.4 shall entail a	The referred **Article 2.1.4** has been removed from the PPA. Request to amend the respective clause.	Please refer Sr No. 60 of Amendment No. 1 dt 15.06.2026.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		corresponding extension in the deadline as stipulated in **Article 2.1.4.**		
191.	PPA Clause No.: 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.	Please reduce the PBG amount to 12 Lakh / MW The PBG amount is very high considering other ongoing tenders	Tender condition shall prevail.
192.	**PPA** Clause No: 4.1	**4.1 OBLIGATIONS OF THE PARTIES:**	Under this clause, obligations of PSPD have been provided but not for SJVN. Request to add following clause for "SJVN Obligation" 1. Procurer shall, at its own cost and expense undertakes, comply with and perform all its obligations set out in this Agreement or arising hereunder	Tender condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
			2. Procurer shall make timely payments of AFC to the Developer as per the procedure set out in Article 10 and maintain the payment security mechanism as prescribed in Clause 10.4 3. Procurer agrees to provide support to the Developer and undertake to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws, the following: a) upon written request from the Developer, and subject to the Developer complying with Applicable Laws, provide reasonable support and assistance to the Developer in procuring Applicable Permits required from Indian government agencies for implementation and operation of the Project; b) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement; c) act reasonably, while exercising its discretionary power under this Agreement; and d) support, cooperate with the Developer in the implementation and operation of the Project in accordance with the provisions of this Agreement;	

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
			4. Procurer shall ensure that the energy required for charging is supplied to Developer at the Delivery Point. 5. Procurer shall ensure that energy so supplied as per above for charging to the Developer shall comprise of minimum 51% through Renewable Energy sources on annual basis in order to enable waiver of ISTS Charges.	
193.	**PPA** Clause No.: 4.1.1	**4.1 OBLIGATIONS OF THE PARTIES:** **4.1.1** t) After signing of PPA, the PSPD shall apply for drawl NOC(s) from the respective STU(s) of the State(s) as per the extent regulation in this regard.	Request to amend the clause as follows: **4.1.1** t) After signing of PPA, the PSPD shall apply for drawl NOC(s) **at Developer's PSP end** from the respective STU(s) of the State(s) / **Connectivity Agreement with CTU for drawl and injection** as per the extent regulation in this regard.	Tender condition shall prevail.
194.	PPA 4.1.1	After signing of PPA, the PSPD shall apply for drawl NOC(s) from the respective **STU(s)** of the State(s) as per the extent regulation in this regard.	Shall be replaced as "After signing of PPA, the PSPD shall apply for drawl NOC(s) from the respective **CTU** as per the extent regulation in this regard."	Tender condition shall prevail.
195.	PPA 4.1 OBLIGATION OF THE PARTIES 4.1.1	Additional Clause	Procurers shall ensure that energy supplied for charging to the Developer shall comprise of **minimum 51% through Renewable Energy (solar or wind) sources** in order to enable waiver of ISTS Charges if any. If the Contracted Capacity is a part of the larger storage asset	Tender condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
			capacity of the Developer, and due to the non-fulfilment of Procurer's obligation leads to implications of ISTS charges on the whole capacity of the larger storage asset, then Procurer shall be liable to compensate the Developer for the ISTS charges impact levied by CTU/SLDC/RLDC for the full capacity upon submitting the relevant evidence.	
196.	**PPA** Clause No.: 4.2.4	In case of Pooling substation, losses in the transmission line shall be apportioned among the PSPDs/Other Generator(s) who share such a Pooling arrangement and duly signed by all PSPDs/Other Generator(s), based on their monthly generation.	Please check as this clause is not applicable for PSP because delivery point is ISTS sub-station at PSP end.	This provision may be applicable in case the project is connected through Pooling substation. Tender condition shall prevail.
197.	PPA 4.1.1	Additional Clause	Charging power (in MW) shall be provided considering PHSP Pump capacity (which shall be higher than turbine capacity (in MW)) and in steps of PHSP Pump Capacity. The PSP pumps can operate only on the rated capacity of the turbines.	Please refer to Sr. No. 36 of Amendment No-1 to RfS regarding provision related to changing power.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
198.	PPA 4.5	Additional Clause	**The minimum discharge shall be 200 MW or Quoted Capacity whichever is minimum.** PSPs are capital-intensive assets designed to provide large-scale, flexible, and dispatchable capacity to the grid. Specifying a minimum discharge of 200 MW or the quoted capacity, whichever is lower, ensures operational practicality while preserving system flexibility.	Please refer to Sr. No. 36 of Amendment No-1 to RfS regarding provision related to changing power.
199.	**PPA** Clause No.: 4.5.2	**4.5 PURCHASE AND SALE OF CONTRACTED CAPACITY:** **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.	Request to amend the clause with respect to Storage Purchase and Storage Sale Agreement, since the contract involves utilization of the PSP Capacity as Storage. Similar amendments are required in the respective section of the Rfs, PPA and PSA.	Please refer Sr No. 66 of Amendment No. 1 dt 15.06.2026.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
200.	PPA Clause No. 4.6.1	… 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.	Request to clarify and introduces the State of Charge concept as below: 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/SLDC. Procurer/SLDC 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 /SLDC regularly and dynamically. State of Charge and corresponding remaining maximum pumping / generation quantity (MWh) are shown below (Contracted Capacity of 2000 MW, 5 hours of maximum discharge and Cycle Loss of 25%)	Please refer Sr No. 67 of Amendment No. 1 dt 15.06.2026.

<table>
<tr><th>Sl. No.</th><th>Document and Clause no.</th><th>Provision of Tender</th><th>Query of Bidder/s</th><th>Reply/Comments</th></tr>
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<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>10000 (Max)</td><td>10000</td><td>0</td></tr>
<tr><td>8000</td><td>8000</td><td>2667</td></tr>
<tr><td>6000</td><td>6000</td><td>5333</td></tr>
<tr><td>4000</td><td>4000</td><td>8000</td></tr>
<tr><td>2000</td><td>2000</td><td>10677</td></tr>
<tr><td>0 (Min)</td><td>0</td><td>13333</td></tr>
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If the continuous-charge / discharge instruction provided by the Procurer/SLDC exceeds the limits as mentioned above, the continuous charge / continuous-discharge instruction
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Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
			shall be deemed to have been automatically revised downwards to the limits as mentioned above. It is clarified that the maximum State of Charge for 2000 MW capacity can be 10,000 MWh (1000 MW x 5 hours); after 5 hours of discharge, the State of Charge will reduce to zero and accordingly before scheduling the next cycle of discharge, buying entity will provide charging power.	
201.	PPA Clause No.: 4.6.2	Annual Average Availability of 95%	Please revise the requirement of Minimum Annual Average Availability to 90% instead of 95%. 95% availability is very high considering PSP a new technology, so this needs to be reduced to 90%.	Please refer Sr No. 68 of Amendment No. 1 dt 15.06.2026.
202.	**PPA** Clause No.: 4.6.2	Subsequent to commissioning of the Project, for any Contract Year, the PSPD shall be required to maintain and demonstrate the following performance parameters: i)… ii).. The Annual availability shall commence from **the date of signing of PPA** and shall be calculated as below: ……	The Annual availability shall commence from SCSD. Request to please amend the clause accordingly. <u>Suggested amendment:</u> Subsequent to commissioning of the Project, for any Contract Year, the PSPD shall be required to maintain and demonstrate the following performance parameters: i)… ii).. The Annual availability shall commence from **the SCSD** and shall be calculated as below: ……	Please refer Sr No. 68 of Amendment No. 1 dt 15.06.2026.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
203.	**PPA** Clause No.: **4.6.2**	**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%.	We request to include **higher Annual Availability as a criterion in bid evaluation** (as per formula suggested below), with preference given to bidders quoting higher Annual Availability. Accordingly, we request that the Guaranteed Annual Availability be revised to 90% or higher (in line with the Annual Availability quoted by the successful bidder for the purpose of bid evaluation). This method has also been adopted in Assam APDCL's PSP tender 2025. **Note : The LD calculation "due to shortfall of Annual Average Availability" should be revised based on the Guaranteed Annual Availability quoted by the successful bidder during bidding.** <u>Suggested amendment as follows:</u> 5.3.3 The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) for the offered quantum of power applied for and shall quote combination of the following. Component – A: Annual Fixed Charge (AFC) and Component – B: Cycle Loss (CL). **Component – C: Annual Availability**	Tender condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
			The Bidder(s) shall quote the AFC (expressed in INR/MW/annum), ~~and~~ declare the Cycle Loss (expressed in %. CL includes PSP internal cycle loss and transmission loss upto the delivery point at PSP end) **and Annual Availability (expressed in %)** of the Projects at the time of submission of response to RfS which is constant during the entire term of the Power Purchase Agreement (PPA). c) Bidder/s shall compute the Total Storage Cost which is combination of AFC & Cycle Loss as per below formula: ***Total Storage Cost*** = [Component A + (Component A X Component B] / **Component C**	
204.	**PPA** Clause No.: 4.6.2	4.6.2 Subsequent to commissioning of the Project, for any Contract Year, the PSPD shall be required to maintain and demonstrate the following performance parameters: 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%.	Request to add clause considering that Deemed availability shall be considered in case of charging power not provided by the Procurer.	Please refer to Clause 6.8.2 of RfS.
205.	PPA Clause No.: 4.6.3	LD Calculation (E*F*1.5/100)	Please replace 1.5 by 1, as the PSPD is already compensating the Buyer despite losses and under recovery. LD Calculation = (E*F*1.0/100)	Tender condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
206.	**PPA** Clause No.: 4.6.3 ii)	LD applicable = 1.5 * Quoted Price in INR/MW/Year x Quoted MW x (A - B) / 100	Please replace 1.5 by 1, as the PSPD is already compensating the Buyer despite unavailability of system which may be for reasons beyond PSPD's control. LD applicable = 1.0 * Quoted Price in INR/MW/Year x Quoted MW x (A - B) / 100 1.5 times penalty is too onerous and penalty@ PHSPPA tariff is sufficient.	Tender condition shall prevail.
207.	**PPA** Clause No.: 4.6.3 ii)	**4.6.3 Shortfall in meeting Performance Criteria** ii) LD applicable due to shortfall of Annual Average Availability of the Pumped Storage System: ….. 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%).	<u>Rationale for amendment</u> Amend is requested in line with PSP storages tenders issued by State Discoms (e.g. UPPCL, MPPMCL, APDCL etc.). <u>Request to amend the clause as follows:</u> ii) LD applicable due to shortfall of Annual Average Availability of the Pumped Storage System: ….. LD applicable = Quoted Price in INR/MW/Year x Quoted MW x (A - B) / 100 Where	Tender condition shall prevail.

<table>
<tr><th>Sl. No.</th><th>Document and Clause no.</th><th>Provision of Tender</th><th>Query of Bidder/s</th><th>Reply/Comments</th></tr>
<tr><td></td><td></td><td>B - Actual Annual System Availability, as calculated as per above. The above equation applicable only if B is less than 95%.</td><td>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%.</td><td></td></tr>
<tr><td>208.</td><td>PPA
Clause No.: 4.6.3</td><td>4.6.3 Shortfall in meeting Performance Criteria

i) LD applicable due to shortfall of Yearly Round Trip Efficiency:
In case annual measured efficiency of Pumped Storage Project (Efficiency M) (%) is less than annual declared efficiency (Efficiency D) (%) in a particular year, Bidder shall be liable to pay LD for loss in dispatchable energy on account of fall in efficiency which shall be calculated as follows,</td><td>If the availability falls below 95%, the LD applicable on account of round-trip efficiency should be adjusted accordingly, as the quantum of power supplied to PSPD by SJVN at lower availability would be less than that supplied at guaranteed availability of 95%. Thus, the loss of SJVN due to reduced efficiency leading to higher pumping power will be less at lower actual availability. Also, bidder is already being penalized for lower availability as part of availability guarantee.
In view of above it is suggested to change the LD calculation for efficiency as under:
<table>
<tr><th>Description</th><th></th><th>Units</th><th>As per Rfs</th><th>Suggested change</th></tr>
<tr><td>Final AFC</td><td>A</td><td>Rs/MW</td><td>8000000</td><td>8000000</td></tr>
<tr><td>Total Awarded Capacity (MW)</td><td>B</td><td>MW</td><td>200</td><td>200</td></tr>
</table></td><td>Tender condition shall prevail.</td></tr>
</table>

<table>
<tr><th>Sl. No.</th><th>Document and Clause no.</th><th>Provision of Tender</th><th>Query of Bidder/s</th><th>Reply/Comments</th></tr>
<tr><td></td><td></td><td></td><td>
<table>
<tr><td>Efficiency D</td><td>C</td><td>%</td><td>75</td><td>75</td></tr>
<tr><td>Efficiency M</td><td>D</td><td>%</td><td>74</td><td>74</td></tr>
<tr><td>Total Revenue (A*B)</td><td>E</td><td>Rs</td><td>1,60,00,00,000</td><td>1,60,00,00,000</td></tr>
<tr><td>Efficiency Difference (C-D)</td><td>F</td><td>%</td><td>1</td><td>1</td></tr>
<tr><td>Guaranteed Availability</td><td>G</td><td>%</td><td>95%</td><td>95%</td></tr>
<tr><td>Actual Availability</td><td>H</td><td>%</td><td>95%</td><td>90%</td></tr>
<tr><td>LD Calculation [E*F*1.5*(H or 95% whichever is lower) / G)/100]</td><td>I</td><td>Rs</td><td>2,40,00,000</td><td>2,27,36,842</td></tr>
</table>
</td><td></td></tr>
<tr><td>209.</td><td>PPA Clause N 4.6.3 ii)</td><td>4.6.3 Shortfall in meeting Performance Criteria</td><td>Request to add clause to incorporate cap on the LD being imposed on PSP Developer due to shortfall in Annual Average Availability performance criteria as:</td><td>Tender condition shall prevail.</td></tr>
</table>

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		ii) LD applicable due to shortfall of Annual Average Availability of the Pumped Storage System: ….. 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%.	In case of shortfall in Annual Average Availability, applicable LD payable by PSP Developer shall be capped to 1 month of AFC.	
210.	PPA Clause No.: 4.6.3	4.6.3 Shortfall in meeting Performance Criteria i) LD applicable due to shortfall of Yearly Round Trip Efficiency:	Request to add the clause to incorporate cap on the LD being imposed on PSP Developer due to of shortfall in Yearly Round Trip Efficiency performance criteria as:	Tender condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		In case annual measured efficiency of Pumped Storage Project (Efficiency M) (%) is less than annual declared efficiency (Efficiency D) (%) in a particular year, Bidder shall be liable to pay LD for loss in dispatchable energy on account of fall in efficiency which shall be calculated as follows,	In case of shortfall in Yearly Round Trip Efficiency, applicable LD payable by PSP Developer shall be capped to 1 month of AFC.	
211.	PPA Clause 4.7.6	Subsequent to grant of connectivity, in case there is a delay in operationalization of GNA by the CTU and/or there is a delay in readiness of the ISTS substation at then Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network until SCSD of the contracted capacity.................................The above shall be treated as delays beyond the control of the PSPD and SCSD for such Projects shall be	Subsequent to grant of connectivity, in case there is a delay in operationalization of GNA by the CTU and/or there is a delay in readiness of the ISTS substation at then Delivery Point, including readiness of the power evacuation and transmission infrastructure of the ISTS network until SCSD of the contracted capacity.................................The above shall be treated as delays beyond the control of the PSPD and SCSD for such Projects shall be revised as the date as on **60 days** subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of the GNA........... Rationale :	Tender Condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		revised as the date as on 30 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or operationalization of the GNA...........	It is difficult to connect the project within 30 days from readiness of ISTS connectivity. Hence request to allow upto 60 days from final date or readiness of ISTS connectivity.	
212.	**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 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.	It is requested that the stipulated period of **180 days** from the SCSD for occurrence of the ACSD, beyond which the Procurer may terminate the PPA, may kindly be revised to **365 days**. For the duration before ACSD of the project, any capacity that is offered from alternate source by the developer and accepted by SJVN, we request that the PPA Clause 4.8.3. should be relaxed for such capacity and for such duration. This aligns with the commercial intent of the provision and ensures fair treatment, particularly when the Developer maintains uninterrupted service at same commercial term. During the period between SCSD and ACSD, the PSPD is already obligated to supply all or part of the Contracted Capacity from an alternate source, as per the PPA, with corresponding proportional reduction in damages. Accordingly, the Procurer's power supply requirement continues to be met during this interim period. This ould provide reasonable flexibility to bidders to manage	Tender condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
			execution risks in large and complex PSP projects, thereby supporting broader participation and competitive bidding.	
213.	PPA 4.12	COMPENSATION FOR OFF-TAKE CONSTRAINTS: Period of reduced off-take to be considered as deemed available for payment to Developer if the annual availability is less than normative annual availability specified in RfS. The total availability after such adjustment shall not be higher than normative availability.	We understand normative availability means 95% availability. Please confirm.	Please refer Sr No. 68 of Amendment No. 1 dt 15.06.2026.
214.	**PPA** Clause No: 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.	. Additionally, **PPA** clause no 5.1.5 is not aligned with **RFS** clause no 6.9.2. It is suggested to align **PPA** clause no 5.1.5 with Rfs clause no 6.9.2.	Please refer Sr No. 77 of Amendment No. 1 dt 15.06.2026.
215.	**PPA** Clause No.: 5.1.11	5.1.11 Such intimation for early commissioning shall be provided to	In the event of early part / full commissioning of the Project, if the offered capacity is rejected by SJVN, then Buying Entity should not have any Right of First Refusal. In such	Please refer Sr No. 79 of Amendment No. 1 dt 15.06.2026 regarding

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		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.	cases, PSPD shall be required to obtain NOC only from SJVN. Request to amend the clause as follows: *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~~.*	amendment in clause 5.1.11.
216.	**PPA** Clause No.: 5.1.11	**PPA** **5.1.11 Early Commencement of Supply of Power** The PSPD shall be permitted for full commissioning as well as part	Request Procurer that in case of part or full early commissioning, the Procurer shall procure PSP capacity at 100% AFC with conditions as mentioned below. Suggested amendment is in line with other PSP Storage tenders issued by State Discoms (e.g. UPPCL, MPPMCL etc.) Suggested amendment as follows:	Please refer Sr No. 79 of Amendment No. 1 dt 15.06.2026 regarding amendment in clause 5.1.11.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		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.	**a) In case of part commencement** before the SCSD, Procurers shall procure capacity at 100% of the AFC pro-rated for the capacity made available for duration between date of part commencement and SCSD . Provided that, for any capacity made available by the Developer before **01st January 2029**, **Procurers** shall have the right but not the obligation to procure such capacity. **b) In case of early full commencement** of contracted capacity, before the SCSD Procurers procure capacity at 100% (hundred per cent) of the AFC on pro-rated for the duration between date of early full commencement and SCSD. Provided that, for any capacity made available by the Developer before **01st January 2029**, **Procurers** shall have the right but not the obligation to procure such capacity.	
217.	PPA 5.1.11 Early Commencement of Supply of Power	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	We envisage scenario wherein in case of early commissioning of full or part contracted PSP storage capacity, the Procurer may refuse to offtake the PSP storage capacity commissioned early. Also, under the current provisions, if the Procurer refuses to offtake the PSP capacity commissioned early then the PSP	Please refer Sr No. 79 of Amendment No. 1 dt 15.06.2026 regarding amendment in clause 5.1.11.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		Capacity at an earlier date at PPA tariff plus facilitation charges in the form of trading margin under PSA....	Developer may not have sufficient time and opportunity to gainfully contract that early commissioned storage capacity to other (Third) parties. Therefore, suitable change may be made to this provision so that the PSP storage capacity commissioned earlier than the SCSD may be offered/ supplied to Procurer only on mutual agreement basis. This requested revision will make the arrangement fair and equitable to both the parties. Accordingly please add the following details to the clause: - In case of part commissioning before the SCSD, the Developer may offer and thereafter, the Procurer may procure, on mutual agreement, the capacity at 125% (one hundred & twenty five per cent) of the AFC pro-rated for the capacity made available for the duration between date of part commissioning and a mutually agreed date not later than the date SCSD. - In case of early full commissioning of contracted capacity, before the SCSD, the Developer may offer and the Procurer may procure the capacity at 125% (one hundred & twenty five per cent) of the AFC on pro-rated for the duration between date of early full commissioning and a mutually	

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
			agreed date not later than the SCSD. Further, upon procurement of capacity pursuant to early part or full commissioning, the Procurer shall provide the adequate charging power for such period, as per the provisions of the PPA. The proposed revision ensures a fair and balanced treatment of early commissioning of PSP capacity. Currently, if the Procurer refuses to offtake capacity commissioned before SCSD, the Developer bears undue risk without adequate opportunity to contract such capacity elsewhere. The suggested changes make early supply optional and based on mutual agreement, incentivize Developers through a 125% AFC premium, and provide Procurers with flexible access to additional capacity if beneficial. This arrangement encourages timely project execution, enhances grid reliability, clarifies responsibilities for charging energy, and remains compliant with regulatory provisions. Overall, it creates a win-win framework for both parties while supporting system needs. Such an arrangement would enable the Developer to place a	

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
			more competitive Bid, as it envisages a higher return as an incentive for the period before the SCSD	
218.	**PPA** Clause No.: 6.1.5	**6.1 DISPATCH AND SCHEDULING** **6.1.5** Further, in case of any difference in scheduled energy at the interfaces of the RLDC of the Buying Entity concerned for the corridor of the power flow, SJVN will make payments corresponding to the lowest of the individual energy values to the PSPD, until rectification of the above error.	Request to explain this clause with an example. As per our understanding, this is not relevant for PSPD.	The clause is self-explanatory. Tender condition shall prevail.
219.	**PPA** Clause No.: 9.1	**ARTICLE 9: APPLICABLE TARIFF** 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	The tariff (Annual Fixed Charges) should be excluding GST. Request to amend the clause accordingly.	Please refer to Sr No. 81 & 82 of Amendment No. 1 dt 15.06.2026.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		Contracted Capacity made available to the Buying Entity during PPA Period, as per the provision of this agreement		
220.	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.	Shall be updated as below "The PSPD shall be entitled to receive the Tariff of **INR_______/MW/Annum** [Insert the Tariff discovered through the bidding process conducted by SJVN]; **excluding GST,** 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.	Please refer to Sr No. 81 & 82 of Amendment No. 1 dt 15.06.2026.
221.	PPA Clause No.: 9.2	**ARTICLE 9: APPLICABLE TARIFF** 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.	We request clarification on the entity to whom the Storage Service invoices are to be raised, i.e., whether the invoices shall be issued to SJVN or directly to the Buying Entity. As per our understanding, the PSPD shall raise the Storage Service invoice on SJVN, inclusive of applicable GST, and SJVN shall thereafter raise corresponding invoices on the respective Buying Entities. We request confirmation on whether this understanding is correct.	Please refer to Sr No. 81 & 82 of Amendment No. 1 dt 15.06.2026.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
222.	**PPA** Clause No.: 10.1.4	10.1.4 The PSPD shall be required to make arrangements and payments for import of energy and other charges (if any) required for supply / offer of the contracted capacity under this Agreement as per applicable regulations. However, it is clarified that the	Energy required for charging of the power is under the scope of the SJVN/Buyer. The clause shall be amended accordingly. <u>Request to amend the clause as follows:</u> *10.1.4 ~~The PSPD shall be required to make arrangements and payments for import of energy and other charges (if any) required for supply / offer of the contracted capacity under this Agreement as per applicable regulations. However,~~ it is clarified that the charging energy shall be provided by the Buying Entity(ies) as stipulated in RfS.*	Tender condition shall prevail.
223.	**PPA** Clause No.: 10.2.1	The PSPD shall issue to SJVN **hard copy** of a signed Monthly Bill/Supplementary Bill for the immediately preceding Month/relevant period based on the issuance of Energy Accounts/ JMR along with all relevant documents (payments made by PSPD for drawl of power, payment of reactive energy charges, Metering charges or any other charges as per guidelines of SERC/CERC, if applicable).	The PSPD shall issue to SJVN **digital copy (and hard copy within 7 days after submission of the digital copy)** of a signed Monthly Bill/Supplementary Bill for the immediately preceding Month/relevant period based on the issuance of Energy Accounts/ JMR along with all relevant documents (payments made by PSPD for drawl of power, payment of reactive energy charges, Metering charges or any other charges as per guidelines of SERC/CERC, if applicable).	Tender condition shall prevail.
224.	PPA Clause 10.3.3	LATE PAYMENT SURCHARGE	Kindly align and link the clause to Electricity (Late Payment Surcharge and Related Matters) Rules, 2022.	Tender condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
225.	PPA Clause 10.3.2	The PSPD shall open a bank account (the "PSPD's Designated Account") for all Tariff Payments (including Supplementary Bills) to be made by SJVN to the PSPD and notify SJVN of the details of such account at least ninety (90) Days before the dispatch of the first Monthly Bill. SJVN shall also designate a bank account at New Delhi ("SJVN Designated Account") for payments to be made by the PSPD to SJVN, if any, and notify the PSPD of the details of such account ninety (90) Days before the Scheduled Commencement of Supply Date. SJVN and the PSPD shall instruct their respective bankers to make all payments under this Agreement to the PSPD's Designated Account or SJVN's Designated Account, as the case may be, and shall notify either	Please confirm whether the quoted tariff is fixed for the entire PPA tenure or subject to any escalation or indexation.	The tariff discovered after e-RA in terms of Final AFC to be calculated as per provision of Clause 5.6.1 of RfS shall remain fixed for the entire PPA tenure and shall not be subject to any escalation or indexation.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		Party of such instructions on the same day.		
226.	**PPA** Clause No.: 10.3.4	Subject to the Article 9 of this Agreement, in the event of early Commencement of Supply of Power and subject to acceptance by SJVN, the payment for the power fed to the grid may be accounted from the date of Early Commencement of Supply Date, and PSPD would be allowed to raise Bills against such power as per Article 10.2.1. However, payment against the 1st such bill raised by the PSPD, will be made subject to acceptance of the bill by the Buying entity.	<u>Since the PSPD has duly satisfied all criteria for receipt of payment against the invoice raised, we request that the clause be amended as follows:</u> *10.3.4 Subject to the Article 9 of this Agreement, in the event of early Commencement of Supply of Power and subject to acceptance by SJVN, the payment for the power fed to the grid may be accounted from the date of Early Commencement of Supply Date, and PSPD would be allowed to raise Bills against such power as per Article 10.2.1.* ~~*However, payment against the 1st such bill raised by the PSPD, will be made subject to acceptance of the bill by the Buying entity.*~~	Tender condition shall prevail.
227.	**PPA** Clause No.: 10.3.5	**10.3.5 REBATE** For payment of any Bill on or before Due Date, the following Rebate shall be paid by the PSPDD to SJVN in the following manner. a) A Rebate of 1.5% shall be payable to the SJVN for the payments made within a period of 10 (ten) days of the presentation of hard copy of Bill.	<u>Request to amend the clause as:</u> For payment of any Bill on or before Due Date, the following Rebate shall be paid by the Developer to Procurer in the following manner. a) A Rebate of 1.5% shall be payable to the Procurer for the payments made on or before the 5th day from the date of receipt of the Invoice. b) Any payment made after the date specified in point "a" and up to the Due Date shall be eligible for a rebate, which shall	Tender condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		b) Any payments made after ten (10) days up to and including the 35th Day after the date of presentation of Bill through hard copy, shall be allowed a rebate of 1 %. c) Any payments made beyond a period of 35 days upto and including the Due date from the date of presentation of Bill through hard copy, no rebate shall be allowed. d) For the above purpose, the date of presentation of Bill shall be the next Business Day of delivery of the physical copy of the Bill at SJVN.	decrease at the rate of 0.11% per day, reducing from 1% to 0% for the period from the 6th day up to the Due Date. For example, if payment made on 10th day, rebate shall be 0.56% *[= 1% - 0.11% x 4 days (from 6th day to 9th day, both days inclusive)]*. c) Provided that, any payment made by Procurer on date of presentation of Bill, a Rebate of 2% shall be payable, if bill is raised beyond 5th but by the 15th day of the Month. d) For the above purpose, the date of presentation of bill shall be same day in case it is delivered on or before 05:00 PM, else it would be the next day. Note: **Due shall mean the fifteenth (15th) day after a Monthly Bill** (including all the relevant documents) or a Supplementary Bill is received **in hard copy** and duly acknowledged by the SJVN.	
228.	PPA Clause No.: 10.5.2	If the SJVN disputes the amount payable under a Monthly Bill or a Supplementary Bill, as the case may be, it shall pay the undisputed invoice amount within fifteen (15) days of receiving such Bill, issue a notice (the "Bill Dispute Notice") to the invoicing Party setting out:	80-90 percent of the disputed bill amount should also be paid	Tender condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		i) the details of the disputed amount; ii) its estimate of what the correct amount should be; and iii) all written material in support of its claim.		
229.	**PPA** Clause No.: 10.7.2	10.7.2 SJVN shall remit all amounts due under a Supplementary Bill raised by the PSPD to the PSPD 's Designated Account by the Due Date, except open access charges, RLDC or scheduling charges and transmission charges etc. (if applicable). For Supplementary Bill on account of adjustment required by energy account and payments under Article 4.10, Rebate as applicable to Monthly Bills pursuant to Article 10.3.5 shall equally apply. Except for payment under Article 10.7.1 (i), Payment will be made after realization of the same from the Buying Utility under the Power Sale Agreement. No Late Payment Surcharge will be applicable other than that on the monthly energy payment and associated debit and credit note.	Even under the LPSE Rules, if any invoice is raised and the same is unpaid beyond the due date (irrespective of the same being against energy bills or any supplementary bills), the developer is allowed to claim LPS against such delayed payments. This is especially applicable during a change in law event, when after getting the matter adjudicated from appropriate commission, the allowed claims are being raised through supplementary bills. So, if the Buying Entity fails to pay such supplementary bills also, then the LPS (along with carrying cost) should be allowed to be charged against such Buying Entity. On the other way around, if no LPS is chargeable in case of supplementary bills, then even after getting a favourable order from the appropriate commission / any other judicial forum, the Buying Entity may still not clear the invoices and have no consequence irrespective of them intentionally delaying the payments.	Tender condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
			So, we request that even in case of supplementary invoices, the LPS should be allowed to be charged in the payments are delayed beyond the Due Date of such supplementary invoices.	
230.	PPA Clause 11.1	-	Please clarify termination compensation payable to PSPD in case of termination not attributable to PSPD default.	Please refer clause 13.4 of PPA.
231.	**PPA** Clause No.: 11.1 And 11.2	**11.1 DEFINITION OF FORCE MAJEURE:** A 'Force Majeure' (FM) would mean one or more of the following acts, events or circumstances or a combination of acts, events or circumstances or the consequence(s) thereof taking place within the Indian territory, that wholly or partly prevents or unavoidably delays the performance by the Party (the Affected Party) of its obligations under the relevant Power Purchase Agreement, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Prudent Utility	We suggest that this clause be made as inclusive clause in order to capture all the events which are beyond reasonable control of the affected party as Force Majeure. <u>Please also include following clauses as Force Majure Events:</u> a) any judgment or order of any court of competent jurisdiction or statutory authority made against the Developer in any proceedings for reasons other than (i) failure of the Developer to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement or b) unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, license, permit, authorization, no objection certificate, consent, approval or exemption required by the Developer or any of the Contractors to perform their	Tender condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		Practices. An Affected Party means SJVN or the PSPD whose performance has been affected by an event of Force Majeure. **11.2 FORCE MAJEURE EVENTS:** **….**	respective obligations under this Agreement; provided that such delay, modification, denial, refusal or revocation did not result from the Developer's or any Contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorization, no objection certificate, exemption, consent, approval or permit. c) Any delay in Government/Sponsor Agency/Government agency Decision making or decision taken by the Government/Sponsor Agency/Government agency which is inimical to the development of the Project as envisaged in this Agreement. d) An event adversely affecting the concerned STU/CTU, as the case be, thereby affecting the evacuation of power. e) Industry-wide or State-wide strikes, boycotts, or industrial actions (excluding those involving the Supplier, Contractors, or their respective employees/representatives, or attributable to any act or omission of any of them) that interrupt supplies and services to the Power Station for a continuous period of 24 (twenty-four) hours and exceed an aggregate duration of 7 (seven) days in an Accounting Year. f) Changes in foreign policy or international relations, including sanctions, embargoes, trade restrictions, export/import bans, withdrawal of licenses, or restrictions on	

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
			cross-border movement of goods, technology, funds, or personnel; g) Epidemics, pandemics (including COVID-19 or similar public health emergencies), outbreaks of infectious diseases, and any mutation or resurgence thereof; h) Any action, restriction, or order of a Governmental Authority arising out of or in connection with such epidemic or pandemic, including lockdowns, quarantines, travel restrictions, workforce limitations, closure of ports or borders, and supply-chain disruptions;	
232.	**PPA** Clause No.: 11.2	**11.2 FORCE MAJEURE EVENTS:** g) An event of Force Majeure identified under SJVN-Buying Entity(ies) PSA, thereby affecting delivery of power from PSPD to Buying Entity(ies).	Request to please list Force Majeure events as identified under SJVN-Buying Entity(ies) PSA.	Please refer to Point XI at Page 6 of PSA, wherein it has been mentioned inter alia that Force Majeure conditions provided in the SJVN- PSPD PPA(s) shall mutatis mutandi apply to this agreement between SJVN and Buying Entity. Tender condition shall prevail.
233.	PPA Clause No.: 11.2 (e)	e) Exceptionally adverse weather condition which are in excess of the	Unlike the other projects, a Hydro Project is susceptible to any adverse weather conditions (especially in a case of heavy rainfall). So even if such weather condition might not be	Adverse weather conditions shall be considered a Force Majeure Event only if they

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		statistical measure of the last hundred (100) years.	unprecedented in last 100 years, however, they may still have a such a grave impact that the operation of the project will be impossible till the time the adverse weather conditions subsist. So, we suggest that the requirement of 100 years be removed.	are of an exceptional nature and not reasonably foreseeable, including events not recorded in the preceding 100 years. Tender condition shall prevail.
234.	**PPA Force Majeure** 11.3. g.	**Additional Clause**	**Industry-wide or Nation/State-wide strikes or industrial action for a continuous period of 24 (twenty-four) hours and exceeding an aggregate period of 7 (seven) days in an Accounting Year**	Tender condition shall prevail.
235.	PPA Clause No.: 11.5.1	Subject to 11.4, the Affected Party, to the extent rendered unable to perform its obligations or part of the obligation thereof under the PPA as a consequence of the Force Majeure Event, shall be excused from performance of the obligations, provided that the period shall not exceed 180 (one hundred and eighty) Days from the date of issuance of the FM Notice. The Parties may mutually	Please clarify what happens if FM exceeds 180 days and parties decide not to terminate the agreement.	The clause is self-explanatory.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		agree to extend the period for which performance is excused due to a Force Majeure Event.		
236.	PPA clause 12.1.1	-	Please clarify whether change in project location after signing of PPA is permissible subject to SJVN approval, and how such change will impact SCOD.	Please refer to Sr. No 25 & 43 to Amendment No 1 to RfS.
237.	**PPA** Clause No.: 12.1.1	12.1.1 …… However, Change in Law/Regulation shall not include- i. ……; or ii. change in respect of deviation settlement charges or frequency intervals by an Appropriate Commission. The term "law" in this provision, includes any Act, Ordinance, order, bye-law, rule, regulation, notification, for the time being in force, in the territory of India. iii. Any event occurring after the SCSD/extended SCSD, which would not have affected the Project had the Project been commissioned before the SCSD/extended SCSD.	For point (ii) (a) Firstly, even any change in DSM charges should be allowed to be claimed as change in law. So, we request to remove it from the exclusion list. (b) Secondly, the law word should not be defined in a exclusion clause, otherwise in future it may lead to interpretation issue where any change in law itself may be argued to be an exclusion in this clause. For Point (iii): Extension in this agreement are allowed only if it is due to (a) force majeure; (b) any default on the part of Buying Entity or SJVN; or (c) any default for which penalty is payable. For point (a) and (b), when extension is allowed for no default of the developer, then such extended period leading to any adverse impact due to introduction of any new law or amendment of existing law shall qualify as change in law. Even in a scenario where default occurs on the part of	Tender condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
			the developer, since penalties are already paid, such exclusions should not be applicable and the developer should be entitled to claim change in law during the extended period. Otherwise, it may also lead to unviability of the entire project. Therefore, we request to remove such clause from the exclusion list.	
238.	**PPA** Clause No.: 12.1.1	**ARTICLE 12: CHANGE IN LAW** 12.1.1 In this Article 12, the term "Change in Law" shall refer to the occurrence of any of the following events, related to the project from seven (7) days prior to the last date of Bid Submission, including any enactment or amendment or repeal of any law, which have a direct effect on the Project, leading to corresponding changes in the cost requiring change in tariff, and includes	<u>Rationale for amendment</u> It is suggested that any change on account of regulatory measures, either by CERC or the relevant SERCs must be included as a change in law as such changes are beyond the control of the PSP developer and may impact the revenue of the PSP developer over a 40 years' tenure.	Tender condition shall prevail.
239.	**PPA** Clause No.: 12.1.1	**ARTICLE 12: CHANGE IN LAW** 12.1. In this Article 12, the term "Change in Law" shall refer to the occurrence of any of the following events, related to the project from seven (7) days prior to the last date of Bid Submission,	Request to include change in DSM charges and frequency intervals as a change in law as such changes are beyond the control of the PSP developer and may impact the revenue of the PSP developer over a 40 years' tenure. <u>Request to amend the clause as follows:</u>	Tender condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		including any enactment or amendment or repeal of any law, which have a direct effect on the Project, leading to corresponding changes in the cost requiring change in tariff, and includes …. However, Change in Law/Regulation shall not include- …. ii change in respect of deviation settlement charges or frequency intervals by an Appropriate Commission. The term "law" in this provision, includes any Act, Ordinance, order, bye-law, rule, regulation, notification, for the time being in force, in the territory of India.	12.1 In this Article 12, the term "Change in Law" shall refer to the occurrence of any of the following events, related to the project from seven (7) days prior to the last date of Bid Submission, including any enactment or amendment or repeal of any law, which have a direct effect on the Project, leading to corresponding changes in the cost requiring change in tariff, and includes …. **v. change in respect of deviation settlement charges or frequency intervals by an Appropriate Commission. The term "law" in this provision, includes any Act, Ordinance, order, bye-law, rule, regulation, notification, for the time being in force, in the territory of India.** …. However, Change in Law/Regulation shall not include- …. ~~**ii change in respect of deviation settlement charges or frequency intervals by an Appropriate Commission. The term "law" in this provision, includes any Act, Ordinance, order, bye-law, rule, regulation, notification, for the time being in force, in the territory of India.**~~	
240.	PPA clause 12.2		Please clarify treatment of Change-in-Law events impacting capital cost, taxes, or operating expenses.	The treatment of Change-in-Law events impacting

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
				capital cost, taxes, or operating expenses etc is clearly mentioned in the Article 12 of PPA.
241.	**PPA** Clause No.: 13.1.1	(v) change in shareholding of the PSPD before the specified time frame as mentioned in Article 4.1.1 of this Agreement, without prior consent of SJVN; or ceding of control by the promoters of ……………………….. [name of the bidding company which was issued LoA by SJVN under the RfS] **within 01 year of Commencement of Supply Date**, without prior consent of SJVN.	Please note that the compliance requirement as stipulated is not feasible in the case of a listed entity, where the shareholding also includes public shareholders. Accordingly, we request that an exemption from this condition be provided where the successful bidder is a listed entity. We request that the clause be amended accordingly.	Tender condition shall prevail.
242.	**PPA** Clause No.: 13.2.1	**13.2 SJVN EVENT OF DEFAULT:** **13.2.1** The occurrence and the continuation of any of the following events, unless any such event occurs as a result of a Force Majeure Event or a breach by the PSPD of its obligations under this Agreement, shall constitute the Event of Default on the part of defaulting SJVN: **…..**	<u>Request to add following clause under SJVN EVENT OF DEFAULT:</u> a) Procurer has unreasonably withheld or delayed grant of any approval or permission which the Developer is obliged to seek under this Agreement, and thereby caused or likely to cause Material Adverse Effect; b) Procurer has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;	Tender condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
			c) Any representation made or warranty given by Procurer under this Agreement has been found to be false or misleading. Additionally, in the event that SJVN fails to comply with the terms of the Agreement, the Performance Bank Guarantee (PBG) shall be released.	
243.	**PPA** Clause No.: 13.2.1 (ii) & (iii)	(ii) SJVN repudiates this Agreement and does not rectify such breach even within a period of sixty (60) days from a notice from the PSPD in this regard; or (iii) except where due to any PSPD's failure to comply with its obligations, SJVN is in material breach of any of its obligations pursuant to this Agreement, and such material breach is not rectified by SJVN within sixty (60) days of receipt of notice in this regard from the PSPD to SJVN; or	Since these clauses are same as clause 13.1 (which is PSPD Event of Default), therefore, we request for same dispensation, and accordingly either the period in these clauses be changed to 30 days or the period in Clause 13.1 be changed to 60 days.	Tender condition shall prevail.
244.	**PPA** Clause No.: 1.1 And	**1.1 DIFINITIONS:** **"Due Date"** Due Date shall mean the fifty (50th) day after a Monthly Bill (including all the relevant documents) or a	As per Clause 13.2.1(i), the period of 180 days is from the Due Date. Accordingly, if the Due Date is 50 days from the date of receipt of the invoice, a non-payment shall qualify as an event of default on the part of SJVN only if the delay exceeds 230 days from the date of receipt of the invoice. Which is too long period. Hence it is suggested that the due	Tender condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
	Clause No.: 13.2.1 (i)	Supplementary Bill is received in **hard copy and duly acknowledged** by the SJVN or, if such day is not a Business Day, the immediately succeeding Business Day, by which date such Monthly Bill or a Supplementary Bill is payable by the SJVN. **13.2.1 (i)** SJVN fails to pay (with respect to a Monthly Bill or a Supplementary Bill), subject to Article 10.5, for a period of one hundred eighty (180) days after the Due Date and the PSPD is unable to recover the amount outstanding to the PSPD through the Letter of Credit,	date after Monthly or Supplementary bill has been submitted should be 15^{th} day of the immediately succeeding Month, same is being followed in Discom tenders (UPPCL and APDCL). We also request that the Due Date start from the date of receipt of the Monthly or Supplementary Bill in digital format by SJVN. Request to amend the clause No. *1.1 "Due Date"* as follows: **"Due Date"** Due Date shall mean the **fifteenth (15th)** day after a Monthly Bill (including all the relevant documents) or a Supplementary Bill is received in **digital format** by the SJVN.	
245.	PPA-Clause 13.3.5	In case of failure to maintain minimum annual availability of storage capacity as declared in the PPA for 2 (two) consecutive years 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	The clause may be changed to allow shortfall in annual availability for 3 (three) consecutive years. As the PSPD will be paying LD for shortfall anyhow, so decreasing the obligation and consequent penalty will be too onerous on PSPD and not necessary	Please refer to Sr. No. 86 of Amendment No 1 to RfS.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		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		
246.	**PPA** Clause No.: 13.4.4	13.4.4 ….. In case SJVN's Event of Default is triggered by a default on the part of the Buying Entity, the above amount will be recovered by SJVN from the Buying Entity. ….	Recovery of the said amount from the Buying Entity shall be the sole responsibility and liability of SJVN. Accordingly, we request that the clause be amended to reflect the same.	The referenced provision has been incorporated to ensure a back-to-back allocation of risks and liabilities between the PPA and the corresponding PSA, in line with the TBCB Guidelines. Tender condition shall prevail.
247.	**PPA** Clause No.: 13.4.4	In the event the aforesaid novation is not acceptable to the PSPD, or if no offer of novation is made by SJVN within the stipulated period, then the PSPD may terminate the PPA and at its discretion require SJVN to pay to the PSPD, damages, equivalent to 24 (twenty-four) months, or	The period of 24 months is too short considering 40 years offtake period unlike RE PPA of 25 years. We request to increase ether period suitably so that there is no under recovery of investment made by the PSPD.	Tender condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		balance PPA period, whichever is less, of charges of its Contracted Capacity corresponding to the committed annual minimum availability		
248.	**PPA** Clause No.: 13.6	Further, in all cases, the defaulting Party will be required to pay the applicable within 3 months from the due date of such payment,	The sentence is missing word after the word applicable. Please look into this.	Please refer to Sr. No. 87 of Amendment No 1 to RfS.
249.	PPA Clause No.: 14.4	LIMITATION OF LIABILITY	Please clarify the limitations	Clause is self-explanatory.
250.	**PPA** Clause No.: 15.1	15.1 … Provided further that any successor(s) or permitted assign(s) identified after mutual agreement between PSPD and SJVN may be required to execute a new agreement on the same terms and conditions as are included in this Agreement. An amount of Rs. 15 Lakh per Transaction as Facilitation Fee (non-refundable) **shall be deposited by the PSPD to SJVN**. Provided further that, such consent shall not be withheld	As per the existing clause, in the event of transfer of the Agreement by either PSPD or SJVN, PSPD is required to pay a facilitation fee of INR 15 lakh per transaction (non-refundable). This requirement applies even where PSPD is not responsible for, or at fault in relation to, such transfer of agreement. We request that the clause be amended to provide that the facilitation fee shall be payable by PSPD only where the transfer of the Agreement is initiated by PSPD else the fee to be born SJVN. <u>Accordingly, we propose the clause be amended as follows:</u>	The facilitation fee is intended to cover the administrative, legal, and regulatory efforts involved in processing assignments, novation, or execution of fresh agreements, irrespective of which party initiates the transfer. Tender condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		by the PSPD if SJVN seeks to transfer to any affiliate all of its rights and obligations under this Agreement.	*Provided further that any successor(s) or permitted assign(s) identified after mutual agreement between PSPD and SJVN may be required to execute a new agreement on the same terms and conditions as are included in this Agreement. An amount of Rs. 15 Lakh per Transaction as Facilitation Fee (non-refundable)* ***shall be deposited by the PSPD to SJVN only in cases where the transfer of the Agreement is attributable to PSPD; otherwise, the facilitation fee shall be borne by SJVN.*** *Provided further that, such consent shall not be withheld by the PSPD if SJVN seeks to transfer to any affiliate all of its rights and obligations under this Agreement.*	
251.	**PPA** Clause No.: 16.3.1	16.3.1 **Dispute Resolution by the Appropriate Commission:** In the event CERC is the Appropriate Commission, any dispute that arises claiming any change in or regarding determination of the tariff or any tariff related matters, or which partly or wholly could result in change in tariff, such dispute shall be adjudicated by the CERC. All other disputes shall be resolved by the Dispute Resolution Committee set up by the Government, failing which by arbitration under the Indian Arbitration and Conciliation Act, 1996. In the event SERC/JERC is	We request that a procedure for arbitration be added i.e., the arbitration will be before 3 arbitrators, two of which will be appointed by each party and the third arbitrator is to be appointed jointly by the arbitrators appointed by each party.	Tender condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		the Appropriate Commission, then all disputes shall be adjudicated by the SERC/JERC or shall be referred for arbitration by the SERC/JERC.		
252.	**PPA Clause No.: 16.3.1**	Dispute Resolution: In the event CERC is the Appropriate Commission, any dispute that arises claiming any change in or regarding determination of the tariff or any tariff related matters, or which partly or wholly could result in change in tariff, such dispute shall be adjudicated by the CERC. All other disputes shall be resolved by the Dispute Resolution Committee set up by the Government, failing which by arbitration under the Indian Arbitration and Conciliation Act, 1996. In the event SERC/JERC is the Appropriate Commission, then all disputes shall be adjudicated by the SERC/JERC or shall be referred for arbitration by the SERC/JERC.	Although Bid follows the CERC dispute resolution clauses, please specify/clarify, there should be a clear arbitration clause for non-tariff related disputes	Clause is self-explanatory.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
253.	**PPA** **New Clause**		Since there is presently no incentive for the Developer related to improved cycle efficiency (or reduced Cycle Loss compared to the Declared Cycle Loss), we request the following amendment to promote and motivate efficient operation of the PSP by the Developer (similar incentive being provided under other state discoms e.g. UPPCL, APDCL and MPPMCL): **Incentive for Reduced Cycle Loss** In case of reduced of Cycle Loss leading to higher energy availability than the maximum annual contracted stored energy, Developer shall be free to sell the surplus power to any other entity without providing the first right of refusal to the Procurer/s. The gains accrued to Developer on such sale shall be with the Developer.	Tender condition shall prevail.
254.	**In all agreements (PPA, RFS)**	Power Purchase Agreement	In each clause of the Agreement, it is stated that SJVN shall procure the power and the applicable tariff shall be charged. This may impact the availment of input tax credit, as the supply of power is treated as an exempt supply under GST, resulting in the disallowance of GST credit. Hence, requested to change the terms as Storage Purchase	Please refer Sr No. 66 of Amendment No. 1 dt 15.06.2026.
255.	RFS and PPA		It is requested to add following clause to enable ISTS waiver for the PSP	Tender condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
	New Clause		Procurer shall ensure that energy so supplied for charging to the Developer shall comprise of minimum 51% through Renewable Energy sources on annual basis in order to enable waiver of ISTS Charges.	
256.	**Additional Clause for Rfs & PPA**		"Forest clearance is a mandatory statutory approval and a prerequisite for commencement of construction activities. The timelines associated with the grant of forest clearance, including processing, approvals and post-approval permissions, are inherently beyond the control of the developer. Accordingly, where the grant of final Forest Clearance (Stage-II) is delayed beyond six (6) months from the date of execution of the Power Purchase Agreement (PPA), despite the PSPD having duly complied with all applicable forest application requirements, such delay shall mandatorily qualify for a corresponding extension of the Scheduled Commissioning Date (SCOD) on a day-to-day basis, without any levy of penalties or liquidated damages. Such extension shall be treated as a deemed extension, without categorising the delay as a default or as developer-attributable, and without prejudice to the PSPD's right to avail early commissioning provisions under the PPA.	Tender condition shall prevail.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
			The inclusion of this provision will ensure alignment of contractual timelines with statutory approval dependencies and enhance certainty and bankability for all stakeholders." Rationale : The PSPD shall not be permitted to commence project execution activities until receipt of the final Forest Clearance (Stage-II). Accordingly, it is requested that appropriate provisions be incorporated for grant of extension of the Scheduled Commissioning Date (SCOD) in the event of any delay in obtaining Stage-II Forest Clearance from the competent authority.	
257.	**PPA Clause 4.8.3**	--	Supply from Alternate Sources – • Before SCOD – In case of delay in SCOD, the Successful bidder shall be allowed to supply contracted storage capacity from an alternate PSP. Such supply shall be treated as deemed SCOD for the purpose of determining any delay in SCOD related penalties as defined under the RfS. • During operating period – if in case PSPD is unable to provide the storage services from the PSP declared during bidding stage, PSPD shall be allowed to meet its contracted storage capacity from an alternate PSP, except	Please refer Sr No. 75 of Amendment No. 1 dt 15.06.2026. The supply from Alternate Supply sources has been incorporated during the period between the SCSD and ACSD in line with TBCB Guidelines.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
			in cases of Force Majeure or Procurer Event of Default, provided that such supply shall be at the same tariff and under the same terms and conditions of the PPA and PSA. Any applicable charges like transmission charges, systems losses up to delivery point arising from alternate supply shall be borne by the PSPD. Justification: The suggested addition will ensure contracted capacity remains continuously available to the buying entity in case of delay in commissioning or temporary outages. It also helps PSPD in meeting its contractual obligations while ensuring secure supply to buying entity during entire contract period of 40 years. Provision of alternate supply has already been adopted in recent standalone ESS and in some thermal PPAs as well. Also, such progressive clause would certainly help SJVN to discover competitive tariffs and win-win for every stakeholder.	
258.	RfS Clause General	Request for Selection (RfS) Document 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	Kindly modify the clause as follows: Request for Selection (RfS) Document For Selection of Pumped Storage Projects Developers For Setting up of 2000 MW Energy Storage Capacity (For 8 Hours discharge with maximum **6 Hours continuous discharge**) from Pumped	Please refer Sr No. 21 & 36 of Amendment No. 1 dt 15.06.2026.

Sl. No.	Document and Clause no.	Provision of Tender	Query of Bidder/s	Reply/Comments
		Pumped Storage Power Projects in India under Tariff-based Competitive Bidding.	Storage Power Projects in India under Tariff-based Competitive Bidding. Rationale: PSP is generally designed for a single cycle of 6–7 hours. For a complete cycle, 7–8 hours of charging time is required, which means a full cycle of operation will take around 13–14 hours. Based on this, the maximum discharge from a PSP in one day can be 6 to 8 hours (with continuous maximum discharge possible for up to 6 hours, after which charging power must be supplied for the remaining discharge hours). In view of the above, it is requested to modify the tender to allow for 6 hours of continuous discharge.	
259.	PPA	New Clause in Definitions	"State of Charge" (expressed in MWh output terms) means the level of water available at any given point of time and determines the remaining maximum pumping / generation quantity (MWh).	Please refer Sr No. 36 of Amendment No. 1 dt 15.06.2026.
260.	PPA	New Clauses	**Alternate Capacity before SCOD** If the commissioning of the PSP is delayed beyond SCOD, Developer is allowed to make available any capacity, upto the Contracted Capacity, from alternate Pumped Storage Project(s) as per tender condition, such capacity shall be procured at 100% of the AFC for the capacity made available for the duration upto the Actual COD.	Please refer Sr No. 75 of Amendment No. 1 dt 15.06.2026. The supply from Alternate Supply sources has been incorporated during the period between the SCSD

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			It is clarified that if the Developer provides Alternate Capacity in such scenario liquidated damages shall not be levied on the Developer to the extent of the Alternate Capacity is made available to the Procurer(s). Alternate Source of Supply during Operating Period: Alternate Source of Supply: During the Operating Period, if the Developer is unable to provide supply of power to the Procurer(s) up to the Aggregate Contracted Capacity from the Power Station, the Developer is free to supply power up to the Aggregated Contracted Capacity from an alternative generation source (only from PSP project) to meet its obligation under this Agreement. Such power shall be supplied to the Procurer(s) at the same Tariff as per the terms of this Agreement and other incidental charges, including but not limited to application fees for open access, RLDC/SLDC charges, etc., applicable from the alternative source of power supply are higher than the applicable Transmission Charges from the Injection Point to the Delivery Point, the Seller would be liable to bear such additional charges. The Developer shall be permitted to supply power to the Procure(s) from any alternative PSP source for a maximum continuous duration of 12 months or a maximum non continuous period of 36 months during the operating period,	and ACSD in line with TBCB Guidelines.

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			excluding any period of supply from alternative generation source that the Seller avails prior to the commencement of supply from the generation source named in this Agreement. We request to add the above clause such that Procurer has the certainty to contracted capacity in case developer is not able to supply from the source mentioned in PPA.	
261.		General	All condition and clauses to be aligned in line with technical and design criteria for PSPs and commercial and operational philosophy to be aligned with the recently concluded tenders by UPPCL and MSEDCL.	The terms and condition shall be governed in accordance with RfS, PPA and PSA documents.

Sd/-
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