



SJVN Limited
 (A Joint Venture of Govt. of India & Govt. of Himachal Pradesh)
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 CIN No. L40101HP1988GOI008409

AMENDMENT No.1 dated 23.08.2026
To RfS No.: SJVN/CC-Delhi/REIA/2026/ BESS-2 dated 24.07.2026

Request for Selection of BESS Developer for setting up of 265 MW/530 MWh Standalone Battery Energy Storage Systems (BESS) in the state of Haryana under Viability Gap Funding (VGF) Schemes under Tariff-Based Competitive Bidding (RfS No.: SJVN/CC-Delhi/REIA/2026/ BESS-2 TSC: SJVN-2026-TN000001)

Sr. No.	Document	Clause No.	Existing Clause	Amended Clause
1.	RfS	Clause 1.1.11 (ii)	Project-2: 15 MW/30 MWh: Viability Gap Funding (VGF) shall be provided under State Component of Scheme for VGF . The VGF support has been earmarked for a cumulative BESS capacity of 30 MWh (allocated capacity to the state of Haryana). VGF amount eligible for each Developer shall be limited to Rs. 18,00,000/-/MWh (Rupees Eighteen Lakhs per MWh) or 30 % of the capital cost for 30 MWh BESS capacity. The VGF shall be a non-recurring expenditure and shall be fully funded and shall be fully funded by Central Grant under State Component of Scheme for VGF.	Project-2: 15 MW/30 MWh: Viability Gap Funding (VGF) shall be provided under State Component of Scheme for VGF . The VGF support has been earmarked for a cumulative BESS capacity of 30 MWh (allocated capacity to the state of Haryana). VGF amount eligible for each Developer shall be limited to Rs. 18,00,000/-/MWh (Rupees Eighteen Lakhs per MWh) or 30 % of the capital cost for 30 MWh BESS capacity, whichever is lower . The VGF shall be a non-recurring expenditure and shall be fully funded and shall be fully funded by Central Grant under State Component of Scheme for VGF.
2.	RfS	1.1.14	Land identification and allocation for the Project land will be under scope of UHBVNL. Land will be provided on Lease/Right-to Use (ROU) basis to the BESSD through suitable agreement with UHBVNL/HPGCL, and the same shall be facilitated by SJVN.	Land identification and allocation for the Project land will be under scope of UHBVNL. 13 acres of Land will be provided on Lease/Right-to Use (ROU) basis to the BESSD through suitable agreement with UHBVNL/HPGCL, and the same shall be facilitated by SJVN. All site related development works including land levelling, land boundary/fencing etc. as required shall be under the scope of BESSD.

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3.	RfS	2.32	“INTER-CONNECTION POINT/ DELIVERY/ METERING POINT” shall mean a single point or multiple points at 220kV or above, where the power from the Project(s) is injected into the ISTS Substation (including the transmission line connecting the Projects with the substation system) as specified in the RfS document. Metering shall be done at this interconnection point where the power is injected into. For interconnection with grid and metering, the BESSDs shall abide by the relevant CERC/SERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.	“INTER-CONNECTION POINT/ DELIVERY/ METERING POINT” shall mean a single point or multiple points at 220kV or above, where the power from the Project(s) is injected into the InSTS Substation/220 kV Substation of Haryana Power Generation Corporation Limited (HPGCL) at the premises of 710 MW Panipat Thermal Power Station (including the transmission line connecting the Projects with the substation system) as specified in the RfS document. Metering shall be done at this interconnection point where the power is injected into. For interconnection with grid and metering, the BESSDs shall abide by the relevant CERC/SERC Regulations, Grid Code and Central Electricity Authority (Installation and Operation of Meters) Regulations, 2006 as amended and revised from time to time.
4.	RfS	3.10.1/6.10.1	Details of SJVN Ltd for submission of e-BG: Name of Beneficiary: SJVN Limited NeSL Entity ID/PAN: AAICS1307F IFSC: SBIN0017313 Beneficiary Bank: State Bank of India	
5.	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 has to be registered under the Indian Companies Act, 2013, before signing of BESPA. Multiple SPVs may also be utilized for executing more than one Project.	A Bidder which has been selected as Successful Bidder based on this RfS can also execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project Company especially incorporated/acquired as a subsidiary Company of the successful bidder for setting up of the Project, with at least 51% shareholding in the SPV which has to be registered under the Indian Companies Act, 2013, before signing of BESPA. Multiple SPVs may also be utilized for executing more than one Project. Execution of project through an existing subsidiary Company of the Successful Bidder is also allowed.
6.	RfS	New Clause 5.6.5	-	The Bidder shall undertake comprehensive due diligence and carefully assess all technical, commercial, financial, statutory, regulatory, geopolitical and other relevant factors, including foreseeable risks and market conditions, before submitting its Bid. The quoted tariff (in INR/MW/Month) shall be deemed to have been arrived at after taking into account all such factors. Except as expressly provided under the RfS/BESPA, no request for revision of tariff or withdrawal from the awarded capacity on

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				account of any present or future circumstances shall be entertained. In the event of failure or refusal by the Successful Bidder to execute the BESPA after issuance of the Letter of Award (LoA), the same shall be treated as non-performance and shall be dealt with in accordance with Clause 6(d) of the Guidelines on Debarment of Business Dealings for SJVN Limited & Haryana Power Utilities (Annexure-A to the Integrity Pact), in addition to any other action permissible under the RfS/BESPA.
7.	RfS	6.1.6	The total Project capacity of 265 MW /530 MWh shall be located in the vicinity of 220 kV Substation of Haryana Power Generation Corporation Limited (HPGCL) at the premises of 710 MW Panipat Thermal Power Station, Panipat (PTPS) in the State of Haryana. Land identification and allocation for the Project land will be under scope of UHBVNL. Land will be provided on Lease/Right-to Use (ROU) basis to the BESSD through suitable agreement with UHBVNL/HPGCL, and the same shall be facilitated by SJVN. The Annual Lease Rent for the BESS Project area shall be Rs. 1 per Acre per Annum. The format of Right to Use Agreement is attached at Annexure I of this Amendment.	The total Project capacity of 265 MW /530 MWh shall be located in the vicinity of 220 kV Substation of Haryana Power Generation Corporation Limited (HPGCL) at the premises of 710 MW Panipat Thermal Power Station, Panipat (PTPS) in the State of Haryana. Land identification and allocation for the Project land will be under scope of UHBVNL. 13 acres of Land will be provided on Lease/Right-to Use (ROU) basis to the BESSD through suitable agreement with UHBVNL/HPGCL, and the same shall be facilitated by SJVN. The Annual Lease Rent for the BESS Project area shall be Rs. 1 per Acre per Annum. The format of Right to Use Agreement has been published as Addendum No.1 to the RfS.
8.	RfS	6.5.1	The total Project capacity of 265 MW /530 MWh shall be located in the vicinity of 220 kV Substation of Haryana Power Generation Corporation Limited (HPGCL) at the premises of 710 MW Panipat Thermal Power Station, Panipat (PTPS) in the State of Haryana. Land identification and allocation for the Project land will be under scope of UHBVNL. Land will be provided on lease/right-to use basis to the BESSD through suitable agreement with UHBVNL and the same shall be facilitated by SJVN. The annual lease rent for the BESS Project area shall be Rs. 1 per Acre per Annum. The format of Right to Use Agreement is attached.	The total Project capacity of 265 MW /530 MWh shall be located in the vicinity of 220 kV Substation of Haryana Power Generation Corporation Limited (HPGCL) at the premises of 710 MW Panipat Thermal Power Station, Panipat (PTPS) in the State of Haryana. Land identification and allocation for the Project land will be under scope of UHBVNL. Land will be provided on lease/right-to use basis to the BESSD through suitable agreement with UHBVNL and the same shall be facilitated by SJVN. All site related development works including land levelling, land boundary/fencing etc. as required shall be under the scope of BESSD. The annual lease rent for the BESS Project area shall be Rs. 1 per Acre per Annum. The format of Right to Use Agreement has been published as Addendum No.1 to the RfS.

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9.	RfS	6.6.4	The arrangement of connectivity can be made by the BESSD through a transmission line upto the Interconnection Point at InSTS. 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 BESSD.	The arrangement of connectivity can be made by the BESSD through a transmission line upto the Interconnection Point at InSTS. 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 InSTS/220 kV Substation of Haryana Power Generation Corporation Limited (HPGCL) at the premises of 710 MW Panipat Thermal Power Station will be borne by the BESSD.
10.	RfS	6.6.16	The BESSD shall ensure that the BESS installed is of requisite quality as per best industry practices and refurbished battery cells are not used in the project. BESS shall also ensure that the application software of the Energy Management System (EMS) of the BESS shall be developed indigenously within India.	The BESSD shall ensure that the BESS installed is of requisite quality as per best industry practices and refurbished battery cells are not used in the project. BESS shall also ensure that the application software of the Energy Management System (EMS) of the BESS shall be developed indigenously within India. An undertaking/certification to this effect shall be submitted by BESSD before the commissioning.
11.	RfS	Clause 6.7.1(f)(ii)(b)	Actual Injection/Drawl MUi is the Energy Scheduled for Charging/Discharging in the Ith time-block, in MUs (A)	Actual Injection/Drawl MUi is the actual energy injected/drawn during the ith time-block, in Mus (A), as recorded at the Point of Interconnection.
12.	RfS	6.7.1(f)-xi	UHBVNL shall offtake 100 % of energy discharged from the BESS except grid unavailability or a Force Majeure event. UHBVNL shall remain liable to pay 100 % of the applicable tariff, and the BESS Developer (BESSD) shall be permitted to sell the unutilized power to a third party. In such cases, any gain (i.e. the difference between the third party sale price and the BESPA tariff) shall first be adjusted against the penalty payable by UHBVNL for the reduced offtake. Any balance gain shall be shared equally between UHBVNL and the BESSD (50:50).	UHBVNL shall offtake 100 % of energy discharged from the BESS except grid unavailability or a Force Majeure event. UHBVNL shall remain liable to pay 100 % of the applicable tariff, and the BESS Developer (BESSD) shall be permitted to sell the unutilized power to a third party. In such cases, any gain (i.e. the difference between the third party sale price and the BESPA tariff) shall first be adjusted against the tariff (in Rs./MW/Month) payable by UHBVNL for the reduced offtake. Any balance gain shall be shared equally between UHBVNL and the BESSD (50:50).
13.	RfS	6.7.2 (ii)-Remarks	Remarks: The performance criteria as per Clause 6.7.1 above shall not be applicable for the Contract Year ending on 31st March immediately after CoD of the contracted capacity.	Remarks: The performance criteria as per Clause 6.7.1 above shall not be applicable for the Contract Year ending on 31st March immediately after CoD of the full contracted capacity or the capacity finally accepted by SJVN/Buying Entity.
14.	RfS	6.8.1	Part-commissioning of the Project, without imposition of any liquidated damages in terms of the BESPA, shall be accepted by	Part-commissioning of the Project, without imposition of any liquidated damages in terms of the BESPA, shall be accepted by

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			SJVN subject to the condition that the minimum part commissioning capacity for the 1st part will be 50% of MWh capacity of the project or 250 MWh whichever is lower, without prejudice to the imposition of penalty, in terms of the BESPA on the part which is not commissioned. The total number of instalments in which a Project can be commissioned will be not more than 2, i.e., 1st initial instalment and 2nd instalment.	SJVN subject to the condition that the minimum part commissioning capacity for the 1st part will be 250 MWh , without prejudice to the imposition of penalty, in terms of the BESPA on the part which is not commissioned. However, BESSD is allowed to commission the project Component-2 (15 MW/ 30 MWh) separately. The total number of instalments in which a Project can be commissioned will be not more than 3.
15.	RfS	Clause 6.8.2(vii)	It is clarified that for the purpose of commissioning, the Project Capacity shall refer to the rated capacity of the Energy Storage System as declared by the BESSD in the BESPA. Any reduction in the Project Capacity on account of Clause 6.8.2.vi above, will have no bearing on the obligation of the BESSD to provide the Contracted Capacity as per the BESPA.	It is clarified that, for the purpose of commissioning, the Project Capacity shall refer to the rated capacity of the Energy Storage System as declared by the BESSD in the BESPA. Any reduction in the Project Capacity on account of Clause 6.8.2.vi above, shall not relieve the BESSD of its obligations under the BESPA and accordingly, all obligations of the BESSD under the BESPA shall thereafter be determined with reference to the revised BESPA Capacity during the BESPA period.
16.	RfS	Clause 6.9.1 (ii)	Project-2: 25 MW/30 MWh: Viability Gap Funding (VGF) shall be provided under State Component of Scheme for VGF . The VGF support has been earmarked for a cumulative BESS capacity of 30 MWh (allocated capacity to the state of Haryana). VGF amount eligible for each Developer shall be limited to Rs. 18,00,000/-/MWh (Rupees Eighteen Lakhs per MWh) or 30 % of the Capital Cost for the 30 MWh BESS capacity. The VGF shall be a non-recurring expenditure and shall be fully funded and shall be fully funded by Central Grant under State Component of Scheme for VGF.	Project-2: 15 MW/30 MWh: Viability Gap Funding (VGF) shall be provided under State Component of Scheme for VGF . The VGF support has been earmarked for a cumulative BESS capacity of 30 MWh (allocated capacity to the state of Haryana). VGF amount eligible for each Developer shall be limited to Rs. 18,00,000/-/MWh (Rupees Eighteen Lakhs per MWh) or 30 % of the Capital Cost for the 30 MWh BESS capacity, whichever is lower . The VGF shall be a non-recurring expenditure and shall be fully funded and shall be fully funded by Central Grant under State Component of Scheme for VGF.
17.	RfS	6.11.2	Prior to declaration of commissioning of first part capacity of the Project, the BESSD shall furnish a Payment Security Deposit (PSD) @Rs. 5,00,000 / MWh (Rupees Five Lakh / MWh), to SJVN through DD/NEFT/RTGS. However, the PSF shall be required to be submitted for the energy storage corresponding to the Contracted Capacity only. Thus, for a 250 MW/500 MWh Project, the payable Payment Security Deposit amount shall be Rs. 5,00,000/MWh x 500 MWh, i.e. Rs. 25,00,00,000/-. This fund	Prior to declaration of commissioning of first part capacity of the Project, the BESSD shall furnish a Payment Security Deposit (PSD) @Rs. 5,00,000 / MWh (Rupees Five Lakh / MWh), to SJVN through DD/NEFT/RTGS. However, the PSF shall be required to be submitted for the energy storage corresponding to the Contracted Capacity only. Thus, for a 265 MW/530 MWh Project, the payable Payment Security Deposit amount shall be Rs. 5,00,000/MWh x 530 MWh, i.e. Rs. 26,50,00,000/- . This

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			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.	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.
18.	RfS	6.12.9	Applicable Tariff: “Applicable Tariff” means the final quoted single tariff in INR/MW/Month, which shall be quoted for 12 years of term of the of BESPA. The tariff shall be quoted at the delivery point. The tariff shall be quoted specifically as per the instructions laid out in the RfS.	Applicable Tariff: “Applicable Tariff” means the final quoted single tariff in INR/MW/Month, which shall be quoted for 12 years of term of the of BESPA. The tariff shall be quoted at the delivery point. The tariff shall be quoted specifically as per the instructions laid out in the RfS. Tariff to be quoted in the Financial Bid shall be exclusive of GST. GST/taxes levied on the energy storage facility provided by the BESSD, if any, shall be passed on through to the Buying Entity.
19.	RfS	6.15.3 (ii)	Installation report duly signed by the authorized signatory as per Annexure-C of the RfS. The BESSD is advised to take due care in furnishing such Installation Report.	Installation report duly signed by the authorized signatory. The BESSD is advised to take due care in furnishing such Installation Report.
20.	RfS	6.15.3 (x)	Invoices against purchase of the solar modules , Inverters/PCUs, WMS, SCADA and DC cables along with the summary sheet containing the list of all the invoices, inverters including details and number of items. Lorry Receipts for delivery of solar modules and inverters at site along with certified summary sheet by the authorized signatory.	Invoices, lorry receipts and other relevant documentary evidence in respect of the supply and delivery at site of the major equipment/components of the BESS Project, including but not limited to battery cells / modules / racks / containers, Battery Management System (BMS), Power Conversion System (PCS), Energy Management System (EMS), SCADA, transformers, switchgear, and associated equipment etc, as applicable, along with the summary sheet containing the list of all the invoices.
21.	RfS	FORMAT 7.13	The texts under Format- 7.13 are revised to the extent as mentioned below: “I/ We,..... (Insert Name of the Bidder) enclose herewith the Financial Proposal for selection of my/ our firm for.....number of Project(s) for a cumulative capacity of.....MW/MWh in India as Bidder for the above.” shall be replaced with “ I/ We,..... (Insert Name of the Bidder) enclose herewith the Financial Proposal for selection of my/ our firm for..... for a capacity of.....MW/MWh in India as Bidder for the above”.	

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			Remarks under Notes (1) shall be replaced with the following: <i>“It shall be mandatory for the Bidder to quote for the entire capacity of 265 MW/530 MWh. The bid of any Bidder quoting a capacity other than 265 MW /530 MWh shall be outrightly rejected.”</i>	
22.	RfS	Annexure-A Sr. No. 10 (New Clause added)	10. Requirements for Battery Energy Storage Systems (BESS) with Grid Forming Control (GFM). The Battery Energy Storage Systems (BESS) shall comply with the requirements of Grid Forming Control (GFM) system as per CEA’s Advisory dated 10.07.2026 for implementation of 100 % Grid Forming Inverters (GFMs) in all upcoming BESS projects (Copy of the same is attached as Annexure-E).	
23.	RfS	Annexure-B	BUSINESS RULES OF REVERSE AUCTION: (Sr. No.6 of Table at Page 169) Minimum Bid-Decrement: 0.01 INR	BUSINESS RULES OF REVERSE AUCTION: (Sr. No.6 of Table at Page 169) Minimum Bid-Decrement: INR 1000 per MW/Month
24.	BESPA	Clause 1.1 Article 1 (Definitions) Page 16	“Scheduled Commissioning Date (SCD)”/ Scheduled Date of Commissioning (SCOD) of the Project”: Scheduled Commissioning Date (SCD)/SCOD in relation to the contracted capacity shall mean the date corresponding to the date of commissioning of project i.e. 18 Months from Effective Date of BESPA i.e..... [Insert Date];	“Scheduled Commissioning Date (SCD)”/ Scheduled Date of Commissioning (SCOD) of the Project”: Scheduled Commissioning Date (SCD)/SCOD in relation to the contracted capacity shall mean the date corresponding to the date of commissioning of project i.e. 15 Months from Effective Date of BESPA i.e..... [Insert Date]; Remarks: The related provisions in the BESPA shall stand modified to the above extent.
25.	BESPA	Clause 5.1.5	The BESSD shall commission the Project as detailed in “Commissioning Procedure mentioned in RfS” within Eighteen (18) Months from the Effective Date of BESPA. Declaration of COD / UCOD shall only be done subject to the demonstration of the compliances as per Commissioning Procedure.	The BESSD shall commission the Project as detailed in “Commissioning Procedure mentioned in RfS” within Fifteen (15) Months from the Effective Date of BESPA. Declaration of COD / UCOD shall only be done subject to the demonstration of the compliances as per Commissioning Procedure.
26.	BESPA	Clause 5.1.6	Part-commissioning of the Project , without imposition of any liquidated damages in terms of the BESPA, shall be accepted by SJVN subject to the condition that the minimum part commissioning capacity for the 1st part will be 50% of MWh capacity of the project or 100 MWh, whichever is lower. The total number of instalments in which a Project can be commissioned will be not more than 3, i.e., 1st initial instalment and the subsequent two instalments.	Part-commissioning of the Project, without imposition of any liquidated damages in terms of the BESPA, shall be accepted by SJVN subject to the condition that the minimum part commissioning capacity for the 1st part will be 250 MWh , without prejudice to the imposition of penalty, in terms of the BESPA on the part which is not commissioned. However, BESSD is allowed to commission the project Component-2 (15 MW/ 30 MWh) separately. The total number of instalments

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			However, the SCD will not get altered ----- -----	in which a Project can be commissioned will be not more than 3. However, the SCD will not get altered ----- -----
27.	BESPA	Clause 9.2	GST/taxes levied on the energy storage facility provided by the BESSD, if any, shall be passed on through to the Buying Entity	Tariff (in INR/MW/Month) shall be exclusive of GST. GST/taxes levied on the energy storage facility provided by the BESSD, if any, shall be passed on through to the Buying Entity.
28.	BESPA	Clause 10.1.4	The BESSD 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.	The BESSD 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 (other than charging energy) under this Agreement as per applicable regulations. However, it is clarified that the charging energy shall be provided by the Buying Entity as stipulated in Clause 6.7 of RfS.
29.	BESPA	Clause 10.8.1 (ii)	Project-2: 25 MW/30 MWh: Viability Gap Funding (VGF) shall be provided under State Component of Scheme for VGF . The VGF support has been earmarked for a cumulative BESS capacity of 30 MWh (allocated capacity to the state of Haryana). VGF amount eligible for each Developer shall be limited to Rs. 18,00,000/-/MWh (Rupees Eighteen Lakhs per MWh) or 30 % of the Capital Cost for the 30 MWh BESS capacity. The VGF shall be a non-recurring expenditure and shall be fully funded and shall be fully funded by Central Grant under State Component of Scheme for VGF. The disbursement of VGF will be ----- -----	Project-2: 25 MW/30 MWh: Viability Gap Funding (VGF) shall be provided under State Component of Scheme for VGF . The VGF support has been earmarked for a cumulative BESS capacity of 30 MWh (allocated capacity to the state of Haryana). VGF amount eligible for each Developer shall be limited to Rs. 18,00,000/-/MWh (Rupees Eighteen Lakhs per MWh) or 30 % of the Capital Cost for the 30 MWh BESS capacity, whichever is lower . The VGF shall be a non-recurring expenditure and shall be fully funded and shall be fully funded by Central Grant under State Component of Scheme for VGF. The disbursement of VGF will be ----- -----
30.	BESSA	Clause 2.2.1	The Buying Entity shall pay the amount payable under the Monthly Bill/Supplementary Bill on or before the Due Date i.e. within 45 days of presentation of bill within official hours , to such account of SJVN, as shall have been previously notified to the Buying Entity in accordance with Article 2.2.2 below.	The Buying Entity shall pay the amount payable under the Monthly Bill/Supplementary Bill on or before the Due Date i.e. within 45 days of presentation of bill, to such account of SJVN, as shall have been previously notified to the Buying Entity in accordance with Article 2.2.2 below.

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31.	<u>Maps</u> <u>Diagrams</u> <u>BESS 2</u>	Clause 1 under "Agreement (Right to Use)"	1. That in consideration of the First Party granting right to use the Demised Property to the Second Party from the signing of this agreement till the 6 months post the completion of terms of SJVN's procurement agreement with Second Party ("Right to Use Term") for more clarity, the right to use tenure shall include (i) Development period (i.e., SCOD within 18 months from effective date of BESPA and SCOD extensions if any), (ii) Tenure of the BESPA (ie. 12 years from SCOD), and (iii) 6 months period to transfer the project and relevant permissions to SJVN.	1. That in consideration of the First Party granting right to use the Demised Property to the Second Party from the signing of this agreement till the 6 months post the completion of terms of SJVN's procurement agreement with Second Party ("Right to Use Term") for more clarity, the right to use tenure shall include (i) Development period (i.e., SCOD within 15 months from effective date of BESPA and SCOD extensions if any), (ii) Tenure of the BESPA (ie. 12 years from SCOD), and (iii) 6 months period to transfer the project and relevant permissions to SJVN.
32	<u>RfS/BES</u> <u>PA/BESS</u> <u>A</u>	Monthly System Availability: It is clarified that due to typographical error, Annual Average Availability of 95% has been mentioned in certain clauses in place of Monthly System Availability of 95 %. Accordingly, the BESSD shall be required to maintain a minimum System Availability of 95% on a monthly basis. The relevant provisions in the RfS/BESPA/BESSA shall stand modified to the above extent.		

Sd/-
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