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

**CLARIFICATION NO. 1 dated 23.08.2026**

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

**Request for Selection (RfS) Document**

**For**

**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)**

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                                                                                                                                                                                                                                                                                                                                                                                                                     |
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| 1.      | <b>RfS Clause 1.1.9</b> | Energy Storage Facility procured by SJVN from the above BESS Projects has been provisioned to be sold to UHBVN. SJVN shall be an Intermediary Procurer/ Implementing Agency for procurement of Battery Energy Storage System (BESS) Facility from the Battery Energy Storage System Developer (BESSD) and sale of BESS to UHBVN entirely on back-to-back basis, based on due performance by the concerned parties. 100% of the Contracted Capacity shall be off-taken by UHBVN from the project to be set up under this RfS. | SJVN procures on back-to-back basis from BESSD and sells to UHBVN, with BESSA obligations mirroring the BESPA; the RfS specifies payment security from the BESSD but is silent on payment security available to the BESSD.<br>Kindly confirm: (i) the payment security mechanism available to the BESSD under the BESPA — we request an unconditional, revolving, irrevocable monthly Letter of Credit equal to at least one month's estimated billing (including GST); (ii) the Late Payment Surcharge rate and due-date under the BESPA; and (iii) that SJVN's payment obligation to the BESSD is absolute and not contingent upon receipt of corresponding payments from UHBVN under the BESSA. | (i) Please refer <b>Clause 10.4</b> of the BESPA with regard to the Payment Security Mechanism available to the BESSD.<br>(ii) Please refer <b>Clause 10.3.3</b> of the BESPA with regard to the Late Payment Surcharge and <b>Clause 1.1 (Definitions)</b> with regard to the Due Date.<br>(iii) The payment obligations of the Parties shall be governed by the provisions of the BESPA.<br><br>Tender conditions shall prevail. |

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| Clarification No. 1 | 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 | Page 1 of 68 |
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| Sl. No. | Document and Clause No.                          | Provision of Tender                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Query of Bidder/s                                                                                                                                                                                                                                                                                                                                                                                                     | Reply/Comments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
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| 2.      | <b>RfS<br/>Clause 1.1.11 (ii)</b>                | <b>1.1.11 (ii) Project-2: 15 MW/30 MWh:</b> Viability Gap Funding (VGF) shall be provided under <b>State Component of Scheme for VGF</b> . 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. | For Project-2 (15 MW/30 MWh), VGF is limited to Rs. 18 Lakh/MWh or 30% of the capital cost;. Kindly clarify: (i) whether the Project-2 VGF is the lower of Rs. 18 Lakh/MWh and 30% of capital cost                                                                                                                                                                                                                    | Kindly refer Sr. No. 1 of Amendment No.1 dated 23.08.2026.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 3.      | <b>RfS<br/>Clause 1.1.13 /<br/>6.1.6 / 6.6.1</b> | The total Project capacity of 265 MW /530 MWh, comprising two project components i.e., Project-1: 250 MW/500 MWh and Project-2: 15 MW/30 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.                                                                                                                                                                                                                                          | Since the project land lies within/adjacent to an operating coal-based thermal power station complex, kindly confirm:<br>(a) whether site-specific ambient design data (temperature, humidity, and particulate / fly-ash concentration) is available for bidders' reference;<br>(b) whether any additional filtration, cooling-system design margin is mandated for BESS containers on account of coal-dust exposure. | No site-specific ambient design data (such as temperature, humidity, particulate matter/ fly-ash concentration, specific requirements regarding filtration, cooling-system design margin or other design measures on account of coal-dust exposure etc.) is being provided by SJVN under this RfS. Further, as provided in Clause 1.1.13 of the RfS, the BESS Developer shall be free to design the configuration of the project and associated infrastructure as per its suitability and feasibility. Bidders are advised to visit the project site and familiarize themselves with the site conditions as provided under Clause 1.1.15 of the RfS. |

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| <b>Clarification<br/>No. 1</b> | <b>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</b> | <b>Page 2 of 68</b> |
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| Sl. No. | Document and Clause No.      | Provision of Tender                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Query of Bidder/s                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Reply/Comments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
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| 4.      | <b>RfS<br/>Clause 1.1.13</b> | <p>The total Project capacity of 265 MW /530 MWh, comprising two project components i.e., Project-1: 250 MW/500 MWh and Project-2: 15 MW/30 MWh.....</p> <p>It is clarified that both the project components i.e., Project-1: 250 MW/500 MWh and Project-2: 15 MW/30 MWh are to be set up at the above location and shall be physically identifiable till the plant PSS to facilitate disbursement of VGF as per completion of milestones defined under the respective VGF Schemes. However, BESS Developer shall be free to design the configuration of the project and power evacuation system/infrastructure as per their suitability/feasibility and connect the system with the designated bay at the 220 kV substation of HPGCL at the premises of 710 MW PTPS.</p> | <p>Kindly clarify whether the requirement for physical identification of the two project components is to be maintained up to the 33 kV level or the 220 kV level. Further, please confirm whether scheduling shall be carried out on a single-plant basis for the entire 265 MW / 530 MWh project or separately for Project-1 (250 MW / 500 MWh) and Project-2 (15 MW / 30 MWh). It is also requested to clarify that, for all other purposes including grid connectivity, scheduling, statutory approvals/NOCs, and commissioning, the project shall be treated as a single 265 MW / 530 MWh BESS project.</p>                                                                                                                                                                                      | <p>It is clarified that both the project components i.e., Project-1: 250 MW/500 MWh and Project-2: 15 MW/30 MWh are to be set up at the above location and shall be physically identifiable till the plant PSS (<b>through separate feeder</b>) to facilitate disbursement of VGF as per completion of milestones defined under the respective VGF Schemes (Financial Closure, CoD).</p> <p>Further, for all other purposes, entire BESS capacity i.e. 265 MW/530 MWh may be treated as single project, except as specifically mentioned in the RfS Document.</p> |
| 5.      | <b>RfS<br/>Clause 1.1.14</b> | <p>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.</p> <p>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-E of this RfS Document.</p>                                                                                                                                                                                                                                                                                                                            | <p>Land at PTPS Panipat provided on Lease/Right-of-Use at Rs. 1/acre/annum, handed over within 60 days of BESPA signing; if land is inadequate, deviation from project capacity will not be permitted, though FC and commissioning milestones will be extended for handover delay.</p> <p>Kindly confirm: (i) the total contiguous land area earmarked for the 530 MWh project (we estimate 25–35 acres including safety clearances, fire separation and 220 kV bay corridor); (ii) availability of site data — geotechnical reports, levels, contamination/ash-fill history given the thermal station premises, and drainage; (iii) that milestone extension for delayed land handover is day-for-day including for VGF milestone purposes; and (iv) the executed Right-to-Use format referenced</p> | <p>Please refer Sr. No. 2 of Amendment No 1 to RfS dated 23.08.2026 regarding land area.</p> <p>The sketch of the proposed land, routing plan for the transmission line, GELO/SLD of the 220 kV Switchyard indicating the proposed bay allocation, and the draft Right-to-Use (RoU) Agreement have already been uploaded along with the RfS on the ISN-ETS Portal.</p> <p>No separate information / documents relating to geotechnical investigation</p>                                                                                                          |

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| Sl. No. | Document and Clause No.                      | Provision of Tender                                                                                                                                                                                                                                      | Query of Bidder/s                                                                                                                                                                                                                                       | Reply/Comments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
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|         |                                              |                                                                                                                                                                                                                                                          | variously as Annexure-E and Annexure-I — please confirm the correct annexure.                                                                                                                                                                           | reports, site levels/contours, contamination / ash-fill history, drainage details, KMZ file, topographical survey report, AutoCAD drawings, or any other site-specific data are being provided by SJVN. Bidders are advised to visit the project site and familiarize themselves with the site conditions in accordance with Clause 1.1.15 of the RfS and carry out their own due diligence. The provisions of Clauses 1.1.14, 6.5.1 and 6.5.2 of the RfS/BESPA shall prevail with regard to land handover and extension of the applicable milestones. Further, it is clarified that the draft Right-to-Use (RoU) Agreement uploaded separately vide Addendum dated 24.07.2026 on the ISN-ETS Portal forms part of the RfS. |
| 6.      | <b>RfS Clause 1.1.14</b>                     | 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..... | Kindly provide the area of land identified for the BESS project. Based on the coordinates provided in the Contract Document, the available land area appears to be in excess of 20 acres. Please confirm the exact land area available for the project. | Kindly refer Sr. No. 2 of Amendment No.1 dated 23.08.2026 with regard to Land area.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 7.      | <b>Rfs Clause 1.1.14 &amp; Clause 1.1.15</b> | 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                                                                      | <b>Project land will be provided to the BESS Developer on Lease/ROU basis. However, the RfS does not specify the timeline for execution of the Lease/ROU Agreement and physical handover of land to the</b>                                             | Please refer to <b>Clause 6.5.2</b> of RfS with regard to the execution of the Right-to-Use (RoU) Agreement, allocation/handling over of land to the BESSD, and the applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

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|         |                         | <p>agreement with UHBVNL/HPGCL, and the same shall be facilitated by SJVN.</p> <p>.....</p> <p>1.1.15 The Bidders are advised to visit the Site location and its surroundings and familiarize themselves thoroughly as to the .....</p>                                                                      | <p><b>successful bidder. Please clarify the land handover timeline.</b></p> <p><b>Specify the timeline for execution of the Lease/ROU Agreement and physical handover of land to the successful bidder. Any delay in land handover by the Employer shall entitle the BESSD to corresponding SCOD extension.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <p>provisions relating to extension of the Scheduled Commissioning Date (SCD). The land will be handed over to BESSD through Right-to-Use (RoU) Agreement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 8.      | RfS<br>Clause 1.1.15    | <p>The Bidders are advised to visit the Site location and its surroundings and familiarize themselves thoroughly as to the sub-station location, type, voltage level, land availability, Sub-Station configuration, physical conditions, all roads, approaches, bays, etc. before submitting their bids.</p> | <p>During the site visit, it was observed that the identified BESS site is located approximately 1-1.5 km from the existing 220 kV Switchyard. Accordingly, the BESS Developer will be required to establish the connectivity infrastructure between the BESS project and the substation.</p> <p>Since the land for the BESS project is being provided by UHBVNL, it is understood that the required Right of Way (RoW) for the connectivity corridor shall also be arranged/provided by UHBVNL without any additional cost implication to the BESS Developer. In case any RoW-related costs are to be borne by the BESS Developer, the same may kindly be clarified.</p> <p>Further, please confirm whether the connectivity from the BESS project to the 220 kV substation is to be established through an Overhead Line (OHL) or an Underground Cable (UGC).</p> <p>Further, the soil investigation report for the BESS and switchyard areas may kindly be provided to facilitate evaluation of the prevailing soil conditions and their</p> | <p>Right of Way (ROW) for construction of 220 kV Transmission line from the BESS site to the 220 kV Sub-station (the point of connection) shall be provided by the UHBVN/HPGCL.</p> <p>Transmission Line would through Overhead T/L or any other suitable arrangement (e.g. Underground cable) as per the site conditions till the entry of the switchyard and from Switchyard gate till the connecting bay(s), the connection will be through underground Cable or any other suitable arrangement.</p> <p>It is clarified that conducting site specific studies etc as required for setting up the BESS projects is under the scope of the BESS Developers. The Bidders are advised to visit the Site location and its surroundings and familiarize themselves thoroughly as to the sub-station location, type,</p> |

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|         |                                                            |                                                                                                                                                                                                                                                                                                                                                                          | impact on the design, foundation, and construction requirements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | voltage level, land availability, Sub-Station configuration, physical conditions, all roads, approaches, bays, etc. before submitting their bids.                                                                                                                                                                                                                           |
| 9.      | <b>RfS Clause 1.3 (Sr. No.7 of Bid Information Sheet)</b>  | Earnest Money Deposit(EMD): Amount: <b>INR 2,40,000/- (Indian Rupees Two Lakhs Forty Thousand only) per MWh</b> , to be submitted in the form of Bank Guarantee/PoI/Insurance Surety Bond along with the response to RfS.                                                                                                                                                | Kindly confirm: (i) that e-BG transmitted through SFMS is acceptable for EMD (as expressly permitted for PBG under Cl. 6.10.1), obviating physical submission.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | As per Clause 3.10.1 of RfS, Electronic Bank Guarantee (e-BG) is also acceptable against EMD under this RfS.                                                                                                                                                                                                                                                                |
| 10.     | <b>RfS Clause 1.3 (Sr. 10-12 of Bid Information Sheet)</b> | Scheduled date of Site Visit by prospective Bidders: 28.07.2026<br><br>Date and Venue of Pre-Bid Meeting: 30.07.2026 at 11:00 Hrs<br><br>Last Date and Time for submission of Online Bids: 21.08.2026 till 14:00 Hrs.                                                                                                                                                    | The window between issuance of pre-bid clarifications/corrigendum and bid submission is extremely compressed for a 530 MWh project requiring firm cell supply, PCS and EPC pricing, Make-in-India/local content planning and board approvals. Kindly confirm: (i) the date by which replies to pre-bid queries will be issued; and (ii) whether the bid submission deadline will be reckoned from the date of issue of the corrigendum.<br>Extend the bid submission deadline to a date at least 30 days after issuance of the consolidated pre-bid clarifications / corrigendum and permit additional site visits on request to enable accurate and aggressive pricing. | The pre-bid clarifications/ amendments, if any, shall be issued in due course. SJVN shall ensure that adequate time is available to the bidders for preparation and submission of bids after issuance of the pre-bid clarifications/amendments, if any. Any revision in the bid submission timeline, if considered necessary, shall be notified through the ISN-ETS Portal. |
| 11.     | <b>RfS Clause 3.14.1 (ii)</b>                              | Bank Guarantee/POI/Insurance Surety Bond against EMD needs to be submitted in both online and offline modes. The bidders will be required to submit the bank guarantee, either in person or through post, at the office of SJVN until the last date and time for submission of hard copy of document as mentioned at Cl. 1.3 of RfS and extensions of dates, if any..... | Kindly confirm: (i) that e-BG transmitted through SFMS is acceptable for EMD (as expressly permitted for PBG under Cl. 6.10.1), obviating physical submission                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | As per Clause 3.10.1 of Rfs, Electronic Bank Guarantee (e-BG) is also acceptable against EMD under this RfS.                                                                                                                                                                                                                                                                |

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| 12.     | <b>RfS<br/>Clause 4.1.2</b> | Bidding Consortium with one of the Companies as the Lead Member. Consortium shortlisted and selected based on this RfS has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of BESPA, keeping the original shareholding of the Bidding Consortium unchanged. In case applications for multiple Projects have been made by a Consortium, separate Project Companies can be formed for each Project. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (Format 7.5). | The Consortium shortlisted and selected pursuant to this RfS shall ordinarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of the BESPA, while maintaining the original shareholding pattern of the Bidding Consortium. However, where the Lead Member of the Consortium is a Central Public Sector Undertaking (CPSU) or Government Company already incorporated under the Companies Act, 2013, SJVN may permit such existing entity to execute the BESPA without incorporation of a separate Project Company, provided that the Consortium composition and shareholding / participation pattern remain unchanged and all other provisions of the RfS are complied with. | Tender condition shall prevail. |
| 13.     | <b>RfS<br/>Clause 4.1.2</b> | Bidding Consortium with one of the Companies as the Lead Member. Consortium shortlisted and selected based on this RfS has to necessarily form a Project Company and get it registered under the Companies Act, 2013 prior to signing of BESPA, keeping the original shareholding of the Bidding Consortium unchanged. In case applications for multiple Projects have been made by a Consortium, separate Project Companies can be formed for each Project. For the avoidance of doubt, it is hereby clarified that the shareholding pattern of the Project Company shall be identical to the shareholding pattern of the Consortium as indicated in the Consortium Agreement (Format 7.5). | In case wherein the Lead Member of the Consortium is a Central Public Sector Undertaking (CPSU) or Government Company already incorporated under the Companies Act, 2013, SJVN may permit such consortium to execute the BESPA without incorporation of a separate Project Company.<br><br>Note: The above amendment would facilitate the participation of Central Public Sector Undertakings while preserving the intent of the RfS and ensuring full contractual and statutory compliance.                                                                                                                                                                                                                             | Tender condition shall prevail. |
| 14.     | <b>RfS<br/>Clause 4.2</b>   | New Clause to be added                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | It is mandatory that Bidders possess prior experience operating Thermal and/or Renewable Power Plants with                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Tender condition shall prevail. |

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|         |                               |                                                                                                                             | <p>an installed capacity of 150 MW or above to be eligible to participate in the bidding process.</p> <p>Refer Cluse 38.2 of RfS No. GUVNL/BESS/Phase IX dated 22.06.2026</p> <p>Ensuring the long-term technical and financial viability of the proposed project is paramount. The scope of work mandates complex system integration, real-time grid support, and stringent safety standards over the contracted period of 15 years.</p> <p>Entities with proven experience in operating large-scale power plants possess the requisite technical expertise, financial strength, and operational discipline necessary to successfully ensure reliable project operation throughout the contract tenure.</p> <p><b>Allowing Bidders without this demonstrated experience would introduce an unacceptable and substantial risk to the project's success and reliability over the mandated 15-year period.</b></p> |                                                                                                                                                                          |
| 15.     | RfS Clause 4.2                | Technical Eligibility Criteria                                                                                              | <p>We request the Procurer to incorporate appropriate eligibility provisions that restrict participation to bidders with an established track record of successfully commissioning Renewable Energy (RE) projects in India. This would ensure that only experienced and technically qualified developers participate in the bidding process, thereby enhancing competition and minimizing the risk of project delays and cancellation arising from participation by inexperienced entities.</p>                                                                                                                                                                                                                                                                                                                                                                                                                  | Tender condition shall prevail.                                                                                                                                          |
| 16.     | RfS Clause 4.2.1 / Format 7.9 | ..... The technology proposed at the time of submission of response to RfS can be changed at the time of Financial Closure. | Kindly confirm that such change is permitted without penalty and includes change of battery chemistry, cell OEM, PCS make and project configuration, provided the contracted performance parameters (capacity, RtE, availability, degradation profile) remain unchanged.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | It is clarified that change in technology is permitted, subject to the provisions of Clause 4.2 of the RfS/BESPA, provided that the Project continues to comply with all |

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|         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | the requirements and performance parameters specified under the RfS/BESPA, including the Contracted Capacity, Round-Trip Efficiency (RtE), System Availability, and degradation profile. |
| 17.     | RfS Clause 4.3.1        | <p>i) The Net Worth of the Bidder should be equal to or greater than <b>INR 24,00,000/MWh (Rupees Twenty-Four Lakhs /MWh) of the quoted capacity (in MWh)</b>, as on the last date of previous Financial Year, i.e. FY 2025-26, or as on the day at least 7 days prior to the bid submission deadline.<br/>.....</p> <p>ii) In case the audited Annual accounts for FY: 2025-26 is not available, bidders shall submit Net Worth Certificate from a practicing Chartered Accountant / Statutory Auditor to demonstrate fulfilment of above criteria.</p> | <p><b>The RfS requires bidders to demonstrate Net Worth as on FY 2025-26. However, the audited financial statements for FY 2025- 26 may not be available or finalized by many bidders before the bid submission deadline. Therefore, it is requested to allow bidders to demonstrate their Net Worth based on the latest available audited financial statements (FY 2024-25) or a Chartered Accountant/Statutory Auditor certified Net Worth Certificate as on a date at least 7 days prior to the bid submission deadline.</b></p> <p><b>It is requested to allow bidders to demonstrate the Net Worth based on the latest available audited financial statements for FY 2024-25, in case the audited financial statements for FY 2025-26 are not available before the bid submission deadline.</b></p> | Tender condition shall prevail.                                                                                                                                                          |
| 18.     | RfS Clause 4.3.1 (i)    | The Net Worth of the Bidder should be equal to or greater than <b>INR 24,00,000/MWh.....</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                             | We request the Procurer to consider increasing the minimum Net Worth requirement to a higher threshold. A higher financial eligibility criterion would encourage participation from financially robust and experienced developers, thereby strengthening project execution capability and ensuring long-term financial stability.                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Tender condition shall prevail.                                                                                                                                                          |
| 19.     | RfS Clause 4.3.2 (i)    | A minimum average annual turnover of <b>INR 36 Lakhs/MWh (INR 36,00,000/MWh)</b> of the quoted capacity during the last three Financial Years (FYs) ending on 31.03.2026, which should be evidenced by Audited Balance Sheet                                                                                                                                                                                                                                                                                                                             | A minimum average annual turnover of <b>INR 36 Lakhs/MWh (INR 36,00,000/MWh)</b> 50 Lakhs/MWh (INR 50,00,000/MWh) of the quoted capacity during the last three Financial Years (FYs) ending on 31.03.2026, which should be evidenced by Audited Balance Sheet                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Tender condition shall prevail.                                                                                                                                                          |

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| Clarification No. 1 | 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 | Page 9 of 68 |
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| Sl. No. | Document and Clause No. | Provision of Tender                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Query of Bidder/s                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Reply/Comments                  |
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|         |                         | along with Profit & Loss account or a certificate issued by a practicing Chartered Accountant. In case the audited Annual accounts for FY: 2025-26 is not available, bidders shall submit Annual turnover certificate for FY: 2025-26 from a practicing Chartered accountant/ Statutory Auditor to demonstrate fulfillment of above criteria. It is hereby clarified that “Other Income” as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover. | along with Profit & Loss account or a certificate issued by a practicing Chartered Accountant. In case the audited Annual accounts for FY: 2025-26 is not available, bidders shall submit Annual turnover certificate for FY: 2025-26 from a practicing Chartered accountant/Statutory Auditor to demonstrate fulfillment of above criteria. It is hereby clarified that “Other Income” as indicated in the annual accounts of the Bidder shall not be considered for arriving at the annual turnover.<br>1. BESS projects involve high upfront capital cost and long-term operational commitments. Increasing the minimum Net Worth / AUM requirement will ensure participation of only <b>financially credible bidders</b> , reduce the risk of <b>project delays, financial stress, and defaults</b> , and improve overall <b>project bankability and execution certainty</b> over the 15-year contract period.<br>2. This specific condition are also followed in model bidding documents issued by MoP. |                                 |
| 20.     | 4.3.2 (i)               | A minimum average annual turnover of .....                                                                                                                                                                                                                                                                                                                                                                                                                                                              | We request the Procurer to consider revising the minimum Average Annual Turnover requirement to a higher threshold. This would ensure participation by well established and experienced developers with adequate operational and financial capabilities to successfully execute the project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Tender condition shall prevail. |
| 21.     | 4.3.2 (ii)              | Internal resource generation capability, in the form of.....                                                                                                                                                                                                                                                                                                                                                                                                                                            | We request the Procurer to consider increasing the minimum PBDIT requirement to a higher threshold. Strengthening this financial eligibility criterion would facilitate participation by financially sound and experienced developers, thereby enhancing the likelihood of successful project implementation and long-term operational reliability.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Tender condition shall prevail. |

Clarification  
No. 1

**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**

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| Sl. No. | Document and Clause No.     | Provision of Tender                                                                                                                                                                                                                                                                               | Query of Bidder/s                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Reply/Comments                  |
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| 22.     | <b>RfS<br/>Clause 4.3.8</b> | In case the response to RfS is submitted by a Consortium, then the financial requirement (both the Net-Worth and Liquidity requirements) to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each member in the Project Company. ....     | "In case the response to the RFS is submitted by a Consortium, the financial eligibility requirements (Net Worth and Liquidity) may be fulfilled by any one or more Consortium Members. In the case of a Central Public Sector Enterprise (CPSE)/Public Sector Undertaking (PSU) participating either individually or as a Consortium Member, a positive Net Worth of such CPSE/PSU shall be considered sufficient for meeting the Net Worth eligibility requirement. The Liquidity requirement may be fulfilled by any Consortium Member. Notwithstanding the above, all Consortium Members shall remain jointly and severally responsible for the due performance of all obligations under the RFS and the BESPA."                                                                                                      | Tender condition shall prevail. |
| 23.     | <b>RfS<br/>Clause 4.3.8</b> | In case the response to RfS is submitted by a Consortium, then the financial requirement (both the Net-Worth and Liquidity requirements) to be met by each Member of the Consortium shall be computed in proportion to the equity commitment made by each member in the Project Company.<br>..... | In the case of a Central Public Sector Enterprise (CPSE)/Public Sector Undertaking (PSU) participating either individually or as a Consortium Member, a positive Net Worth of such CPSE/PSU shall be considered sufficient for meeting the Net Worth eligibility requirement. The Liquidity requirement may also be met by any Consortium Member. The Consortium shall remain jointly and severally responsible for the performance of all obligations under the RfS and the BESPA."<br><br>Note: The proposed amendment is consistent with the approach adopted in several Government of India and CPSU procurement documents and would facilitate wider participation by capable Consortia, including those involving CPSEs/PSUs, without compromising the financial or contractual safeguards envisaged under the RFS. | Tender condition shall prevail. |

**Clarification  
No. 1**

**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**

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| Sl. No. | Document and Clause No.     | Provision of Tender                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Query of Bidder/s                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Reply/Comments                                                                   |
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| 24.     | <b>RfS<br/>Clause 5.3.4</b> | On completion of technical bid evaluation, if it is found that only one or two Bidder(s) is/are eligible for the next stage, opening of the financial bid of the Bidder(s) will be at the discretion of SJVN. Thereafter, SJVN will take appropriate action as deemed fit.                                                                                                                                                                                                                                                                                                                                                                                                                               | Minimum 3 technically qualified bidders are required to conduct e-RA; where more than 3 qualify, the H1 bidder (or all tied H1 bidders) is eliminated, subject to a minimum of 3 bidders remaining. Where only one or two bidders qualify, opening of financial bids is at SJVN's discretion.<br>Kindly clarify: (i) where exactly 3 bidders are technically qualified, whether e-RA proceeds with all 3 without elimination; (ii) where fewer than 3 qualify, whether the tender will be annulled, re-invited, or concluded on the first-round tariff; and (iii) whether elimination of tied H1 bidders will be waived where it would reduce the field below 3. | Clause 5.3.4 read with Clause 5.4.2 (i), (ii) and Note (ii) is self-explanatory. |
| 25.     | <b>RfS<br/>Clause 5.4.2</b> | .....<br>(i) The minimum number of technically qualified bidders to conduct e-RA shall be 03 (three). In this case, all 03 (three) technically qualified bidders shall be shortlisted for e-RA process.<br><br>(ii) In case the number of technically qualified bidders is more than 03 (three), the lowest ranked bidder, i.e., the bidder quoting the highest tariff (the "H1 bidder") shall be eliminated at this stage, and the remaining Technically qualified bidders whose financial bids are in line with the RfS provisions, will be shortlisted for e-RA.<br>.....<br><b>Note:</b><br>i. ....<br>ii. The above elimination will take place subject to the condition that the minimum number of | Minimum 3 technically qualified bidders are required to conduct e-RA; where more than 3 qualify, the H1 bidder (or all tied H1 bidders) is eliminated, subject to a minimum of 3 bidders remaining. Where only one or two bidders qualify, opening of financial bids is at SJVN's discretion.<br>Kindly clarify: (i) where exactly 3 bidders are technically qualified, whether e-RA proceeds with all 3 without elimination; (ii) where fewer than 3 qualify, whether the tender will be annulled, re-invited, or concluded on the first-round tariff; and (iii) whether elimination of tied H1 bidders will be waived where it would reduce the field below 3. | Clause 5.3.4 read with Clause 5.4.2 (i), (ii) and Note (ii) is self-explanatory. |

| Sl. No. | Document and Clause No.          | Provision of Tender                                                                                                                                                                                                                                                                                                                                      | Query of Bidder/s                                                                                                                                                                                                                                                                                                                                                     | Reply/Comments                                                                                                                                                                                                                           |
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|         |                                  | shortlisted bidders for e-RA, after elimination at this stage, remains 3.                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                          |
| 26.     | <b>RfS<br/>Clause 5.4.4 (ii)</b> | The minimum decrement value for tariff shall be INR 1000 per MW/Month. The Bidder can mention its revised discounted tariff which has to be at least Rs. 1000/MW/month less than its current tariff.                                                                                                                                                     | Is seems that there is typo error of figure of minimum bid decrement of 0.01 INR at Annexure-B. Bidder presumes that as per Cl 5.4.4 (ii) the min bid decrement is at least <u>Rs. 1000/MW/month</u> . Please confirm.                                                                                                                                                | Kindly refer Sr. 23 of Amendment No. 1 dated 23.08.2026 for RfS Annexure-B. It is clarified that the minimum decrement during e-RA shall be Rs. 1000/MW/month.                                                                           |
| 27.     | <b>RfS<br/>Clause 5.6.2</b>      | In case the End Procuree/ SJVN is not satisfied with the rates/ tariffs as discovered after the bidding process, SJVN reserves the right to annul the bid process without any financial implications to any of the parties concerned                                                                                                                     | SJVN reserves the right to annul the bid process if not satisfied with the discovered tariff, without financial implication to any party.<br>Serious bidders will incur substantial costs (bid processing fee of INR 15 Lakh + GST, EMD carrying cost, engineering). Kindly indicate whether a benchmark/ceiling tariff (INR/MW/month) has been adopted for this RfS. | Bidders are advised to quote their most competitive tariff based on the provisions of the RfS and their own assessment. No separate benchmark or ceiling tariff is being disclosed under the RfS.<br><br>Tender condition shall prevail. |
| 28.     | <b>RfS<br/>Clause 5.6.3</b>      | In case SJVN is unable to sign BEPSA with the selected Bidder for the tariffs as discovered after the bidding process, SJVN reserves the right to annul the bid process without any financial implications to any of the parties concerned. SJVN reserves the right to cancel any or all of the bids in view of higher tariff discovered after e-RA..... | SJVN reserves the right to annul the bid process if not satisfied with the discovered tariff, without financial implication to any party.<br>Serious bidders will incur substantial costs (bid processing fee of INR 15 Lakh + GST, EMD carrying cost, engineering). Kindly indicate whether a benchmark/ceiling tariff (INR/MW/month) has been adopted for this RfS. | Bidders are advised to quote their most competitive tariff based on the provisions of the RfS and their own assessment. No separate benchmark or ceiling tariff is being disclosed under the RfS.<br><br>Tender condition shall prevail. |
| 29.     | <b>RfS<br/>Clause 5.6.3</b>      | In case SJVN is unable to sign .....                                                                                                                                                                                                                                                                                                                     | We recommend that participating bidders should be refunded the processing fee, bid document fee, and any other non-refundable fees/deposits collected during the bidding process, as the annulment is not attributable to the bidders.                                                                                                                                | Tender condition shall prevail.                                                                                                                                                                                                          |

Clarification  
No. 1

**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**

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| Sl. No. | Document and Clause No. | Provision of Tender                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Query of Bidder/s                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Reply/Comments                                                                                                                                                                               |
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| 30.     | RfS<br>Clause 6.1.1     | Under this RfS, the BESSD shall be required to set up a Battery Energy Storage System (BESS), with the primary objective of making the energy storage facility available to the Buying Entities for charging/discharging of the BESS, on an “on demand” basis. Detailed criteria for performance are elaborated in Clause 6.7.1 of the RfS. The BESSD shall set up the Project including the transmission network up to the Interconnection/Delivery Point, at its own cost and in accordance to the provisions of this RfS document. All approvals, permits and clearances required for setting up of the Project and/or transmission network upto the Delivery Point (along with connectivity), including those required from State Government and local bodies, shall be in the scope of the BESSD. .... | <b>Proposed Clause:</b><br><br>Under this RfS, the BESSD shall be required to set up a Battery Energy Storage System (BESS), with the primary objective of making the energy storage facility available to the Buying Entities for charging/discharging of the BESS, on an “on demand” basis. Detailed criteria for performance are elaborated in Clause 6.7.1 of the RfS. The BESSD shall set up the Project including the transmission network up to the Interconnection/Delivery Point, at its own cost and in accordance to the provisions of this RfS document. All approvals, permits and clearances required for setting up of the Project and/or <del>transmission network up to the Delivery Point (along with connectivity)</del> , including those required from State Government and local bodies, shall be in the scope of the BESSD. ....<br>Grant of connectivity may be in the scope of SJVN, this will help to complete project as per timeline. | Tender condition shall prevail.                                                                                                                                                              |
| 31.     | RfS<br>Clause 6.1.3     | The BESS shall be charged by drawing power from UHBVNL and inject power to UHBVNL network in accordance with the dispatch instructions issued by SLDC. UHBVNL will provide required power for charging BESS. Scheduling of charging and discharging of BESS shall be under the scope of UHBVNL.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | The BESS shall be charged by drawing power from UHBVNL and inject power to UHBVNL network in accordance with the dispatch instructions issued by SLDC. UHBVNL will provide required power for charging BESS. Scheduling of charging and discharging of BESS shall be under the scope of UHBVNL. Charging power will be provided by SJVN free of cost.<br>The charging power cost should free of cost and in the scope of SJVN.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | It is clarified that the charging and discharging of the BESS shall be under the scope of UHBVNL in accordance with the provisions of the RfS/BESPA.<br><br>Tender conditions shall prevail. |

| Sl. No. | Document and Clause No.                               | Provision of Tender                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Query of Bidder/s                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Reply/Comments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
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| 32.     | <b>RfS<br/>Clause 6.1.3 /<br/>6.6.7 / 6.7.1.b.(i)</b> | <p>6.1.3: The BESS shall be charged by drawing power from UHBVNL and inject power to UHBVNL network in accordance with the dispatch instructions issued by SLDC. UHBVNL will provide required power for charging BESS. Scheduling of charging and discharging of BESS shall be under the scope of UHBVNL.</p> <p><b>6.6.7:</b> For transmission of power during charging/discharging of the BESS, STU transmission charges and losses applicable as per the extant regulations, will be borne by UHBVNL. All expenses including wheeling charges and losses in relation to the transmission and distribution beyond the Metering Point shall be borne by the UHBVNL. Arrangements shall be put in place prior to commissioning of project as regards the methodology for billing these expenses directly to the UHBVNL.</p> <p><b>6.7.1 (b) (i):</b> The Buying Entity will schedule charging of the BESS with equal amount of energy plus energy expected to be lost as conversion losses (determined from the guaranteed Round-Trip Efficiency (RtE) of the system).<br/>Illustration: .....</p> | <p>UHBVNL provides the charging energy factoring the guaranteed RtE; STU transmission charges and losses for charging/discharging are borne by UHBVNL; auxiliary consumption is separately metered and chargeable to the BESSD.</p> <p>Kindly confirm: (i) that charging energy is supplied free of cost to the BESSD for the entire BESPA term, including energy for commissioning tests, annual IEC 62933-2-1 tests, SoC maintenance/top-up and re-charge after auxiliary standby losses within reasonable caps; (ii) the tariff category applicable to separately billed auxiliary power (and whether drawal from the interconnection point per the option in Cl. 6.7.1.f.(iii) is at the same tariff); and (iii) that no cross-subsidy surcharge/additional surcharge or open-access charges apply to the BESSD for charging energy scheduled by UHBVNL.</p> | <p>Charging energy shall be scheduled and provided by the Buying Entity i.e., UHBVNL in accordance with the provisions of the RfS/BESPA.</p> <p>It is further clarified that cost of charging energy for testing and any purpose other than charging scheduled by the Buying Entity (Operational Cycles) shall be borne by BESSD.</p> <p>The provisions with regard to Auxiliary Power are clearly mentioned in Clause 6.7.1 f(iii) of RfS Document. The consumer category of BESSD for Aux. Power Consumption shall be as per the prevailing Retail Tariff Schedule of the HERC.</p> <p>Tender conditions shall prevail.</p> |

| Sl. No. | Document and Clause No. | Provision of Tender                                                                                                                                                                                                                                                                                                                                   | Query of Bidder/s                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Reply/Comments                                                                                                                                                                                                                                                                   |
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| 33.     | <b>RfS Clause 6.1.4</b> | For the capacity under contract with SJVN, charging and discharging of the system has been provisioned to be tied up with UHBVN/ Buying Entity. The Buying Entity shall secure the charging power for the BESS project preferably from renewable energy sources (“BESS charging source”) and meet the remaining requirement through any other source. | RfS Clause 6.1.4 provides that the Buying Entity shall secure the charging power for the BESS Project. However, Article 10.1.4 of the BESPA states that the BESSD shall make arrangements and payments for import of energy and other charges required for supply/offer of the Contracted Capacity. Kindly clarify that Article 10.1.4 is intended only to require the BESSD to undertake the operational and regulatory arrangements for import of charging energy, and that the procurement cost of charging energy and associated charges allocated to the Buying Entity under Clause 6.1.4 of the RfS shall continue to be borne by the Buying Entity and shall not constitute a cost to be absorbed by the BESSD. | Kindly refer to provisions mentioned under Clause 6.1.4 of RfS and Sr. 27 of Amendment No.1 dated 23.08.2026 which are self-explanatory.                                                                                                                                         |
| 34.     | <b>RfS Clause 6.1.4</b> | For the capacity under contract with SJVN, charging and discharging of the system has been provisioned to be tied up with UHBVN/ Buying Entity. The Buying Entity shall secure the charging power for the BESS project preferably from renewable energy sources (“BESS charging source”) and meet the remaining requirement through any other source. | Kindly clarify whether auxiliary power during standby and maintenance periods will also be supplied by UHBVNL free of cost or shall be arranged separately by the BESSD.<br><br>This has a direct impact on project OPEX and commercial evaluation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | The provisions with regard to Auxiliary Power are clearly mentioned in Clause 6.7.1 f(iii) of RfS Document. The consumer category of BESSD for Aux. Power Consumption shall be as per the prevailing Retail Tariff Schedule of the HERC.<br><br>Tender conditions shall prevail. |
| 35.     | <b>RfS Clause 6.1.6</b> | ..... 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. ....                                                                                       | Please confirm the land earmarked for the project and the distance to the interconnected point                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | The sketch of the proposed land, routing plan for the transmission line, GELO/SLD of the 220 kV Switchyard indicating the proposed bay allocation, tentative distance and the draft Right-to-Use (RoU) Agreement have already been uploaded along with the RfS.                  |

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| Sl. No. | Document and Clause No. | Provision of Tender                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Query of Bidder/s                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Reply/Comments                                                                                                                                                                                                                                                                            |
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|         |                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Further, Bidders are advised to visit the project site and familiarize themselves with the site conditions.                                                                                                                                                                               |
| 36.     | <b>RfS Clause 6.1.6</b> | 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 Vidyut Prasaran Nigam Limited (HVPNL) 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/HVPNL, and the same shall be facilitated by SJVN. Land area to be provided to BESS Developers for setting up BESS projects with its associated system shall approximately 10 Acrs. From BESS location up to Point of interconnection, erection, commissioning and O&M of all equipment's are under scope of BESSD. Land and ROW for transmission line / tower /T cable Trench for HT cable laying and space for bay construction under scope of SJVN. No additional burden on BESSD for land and ROW. | Please refer Sr. No. 7 of Amendment No.1 dated 23.08.2026 for Land area for setting up BESS projects.<br><br>Right of Way (ROW) for construction of 220 kV Transmission line from the BESS site to the 220 kV Sub-station (the point of connection) shall be provided by the UHBVN/HPGCL. |
| 37.     | <b>RfS Clause 6.1.6</b> | 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                                                                                                                                                                                                                                | Request to provide Land area will be between 15-18 Acres.<br><br>Based on site visit observations BESSD will get only 10 acres of limited land for 530MWh capacity. Whereas for reference on other REIAs(SECI, NTPC, NHPC, etc) and State Discoms tenders land is provided $\geq 15$ Acres for 500MWh capacity size. We request SJVN and UHBVNL to provide land $\geq 15$ acres for project feasibility and smooth execution                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Please refer Sr. No. 7 of Amendment No. 1 dated 23.08.2026                                                                                                                                                                                                                                |

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| Clarification No. 1 | 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 | Page 17 of 68 |
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| Sl. No. | Document and Clause No.                                      | Provision of Tender                                                                                                                                                           | Query of Bidder/s                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Reply/Comments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
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|         |                                                              | UHBVNL/HPGCL, and the same shall be facilitated by SJVN.....                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 38.     | <b>RfS<br/>Clause 6.2.1(ii) ,<br/>6.7.1(f)(ii)&amp;(iii)</b> | <p><b>6.2.1 (ii)</b> The Projects shall be set up in the vicinity of 220 kV Substation.....</p> <p><b>6.7.1.f (ii)</b> .....</p> <p><b>6.7.1.f (iii)</b> .....</p>            | <p>Project-1 (250 MW/500 MWh) and Project-2 (15 MW/30 MWh) are both required to interconnect at the same designated 220 kV HVPNL substation, with Availability and RtE computed as per the Main ABT Meter at the Point of Interconnection.</p> <ul style="list-style-type: none"> <li>Since both Project-1 (250 MW/500 MWh) and Project-2 (15 MW/30 MWh) are connected through the same 220 kV metering/interconnection point, please clarify how Monthly Availability and Round-Trip Efficiency (RtE) will be calculated separately for each project component.</li> </ul> | It is clarified that both the project components i.e., Project-1: 250 MW/500 MWh and Project-2: 15 MW/30 MWh are to be set up at the above location and shall be physically identifiable till the plant PSS to facilitate disbursement of VGF as per completion of milestones defined under the respective VGF Schemes (Financial Closure, CoD). Further, for all other purposes, entire BESS capacity i.e. 265 MW/530 MWh will be treated as a single project and performance parameters will be calculated accordingly. |
| 39.     | <b>RfS<br/>Clause 6.2.1 vi</b>                               | A Single Battery Energy Storage Power Purchase Agreement (BESPA) shall be signed for the Project. The BESSD shall be responsible for obtaining Connectivity for each Project. | <p>A Single Battery Energy Storage Power Purchase Agreement (BESPA) shall be signed for the Project. <del>The BESSD</del> SJVN shall be responsible for obtaining Connectivity for each Project.</p> <ul style="list-style-type: none"> <li>Grant of connectivity may be in the scope of SJVN, this will help to complete project as per timeline.</li> </ul>                                                                                                                                                                                                               | Tender condition shall prevail.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

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| Clarification No. 1 | 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 | Page 18 of 68 |
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| Sl. No. | Document and Clause No. | Provision of Tender                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Query of Bidder/s                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Reply/Comments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
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| 40.     | RfS<br>Clause 6.3.4     | The BESSD should apply for all the necessary approvals, permits and clearances not more than 90 days from the Effective Date of the BESPA, which shall be complete in all respects, incorporating the clarifications/changes as required by the concerned authorities. ....                                                                                                                                                                                                                          | The BESSD should apply for all the necessary approvals, permits and clearances not more than <del>90</del> 180 days from the Effective Date of the BESPA, which shall be complete in all respects, incorporating the clarifications/changes as required by the concerned authorities. ....                                                                                                                                                                                                                                                                                                                                                      | Tender condition shall prevail.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 41.     | RfS<br>Clause 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. | <ul style="list-style-type: none"> <li>Is land in possession with UHBVNL?</li> <li>ROW issue or any land related clearance, if any shall be in the scope of Client. Kindly confirm.</li> <li>Land development &amp; Land boundary is in bidder scope or Client scope?</li> <li>If Land boundary is in bidder scope, then Precast boundary or Chain link fencing is to be done?</li> </ul> Request to provide, i) KMZ file of proposed land parcel with complete marking of usable land. ii) Topographical survey report (in Auto-cad as well as PDF). iii) Geotech survey report. iv) Autocad drawing of vicinity map/demarcated land boundary. | <p>The Project land shall be provided on Lease/Right-to-Use (RoU) basis to the successful BESSD through a suitable agreement with UHBVNL/HPGCL, and the same shall be facilitated by SJVN.</p> <p>Right of Way (ROW) for construction of 220 kV Transmission line from the BESS site to the 220 kV Sub-station (the point of connection) shall be provided by the UHBVN/HPGCL.</p> <p><b>All site related development works including land levelling, land boundary/fencing etc. as required shall be under the scope of BESSD.</b></p> <p>The sketch of the proposed land, routing plan for the transmission line, GELO/SLD of the 220 kV Switchyard indicating the proposed bay allocation, tentative distance and the draft Right-to-Use (RoU) Agreement have already been uploaded along with the RfS on the</p> |

| Sl. No. | Document and Clause No.         | Provision of Tender                                                                                                                                                                                                                                         | Query of Bidder/s                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Reply/Comments                                                                                                                                                                                                                                                                                                                                                                           |
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|         |                                 |                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <p>ISN-ETS Portal. No separate KMZ file, topographical survey report, geotechnical investigation report, AutoCAD drawings, or any other site-specific documents are being provided by SJVN. Bidders shall carry out their own due diligence for preparation of their bids.</p> <p>Bidders are advised to visit the project site and familiarize themselves with the site conditions.</p> |
| 42.     | <b>RfS Clause 6.5.1</b>         | The total Project capacity of 265 MW /530 MWh .....                                                                                                                                                                                                         | It has been notified by SJVN that 10 acres of land will be allotted for the project. We request you to kindly increase the allocated land area. As per the CTUIL guidelines, a minimum of 3 acres per 100 MWh of BESS capacity is required. Accordingly, for the proposed project, at least 15 acres should be allocated. Further, to maintain the required RtE over the project life, BESS developers typically install additional BESS capacity to account for battery degradation. Considering this requirement, we request you to kindly allocate 20 acres of land for the project. | Please refer Sr. No. 2 and 7 of Amendment No. 1 dated 23.08.2026                                                                                                                                                                                                                                                                                                                         |
| 43.     | <b>RfS Clause 6.5.1 / 6.5.2</b> | <b>6.5.1:</b> ..... 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. | <p>Land at PTPS Panipat provided on Lease/Right-of-Use at Rs. 1/acre/annum, handed over within 60 days of BESPA signing; if land is inadequate, deviation from project capacity will not be permitted, though FC and commissioning milestones will be extended for handover delay.</p> <ul style="list-style-type: none"> <li>Kindly confirm: (i) the total contiguous land area earmarked for the 530 MWh project (we estimate 25–</li> </ul>                                                                                                                                          | <p>Please refer Sr. No. 2, 7 and 8 of Amendment No 1 to RfS dated 23.08.2026 regarding land provisions.</p> <p>The sketch of the proposed land, routing plan for the transmission line, GELO/SLD of the 220 kV</p>                                                                                                                                                                       |

**Clarification No. 1**

**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**

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|         |                         | <p>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.</p> <p>6.5.2: The above land area will be handed over to the BESSD within 60 days of signing of BESPA. In case of any delay in handing over of the identified land to the BESSD, the Financial Closure and Commissioning milestones will be suitably extended. If the land area provided seems to be inadequate for the Project, any deviation from the project capacity due to land shortage, if raised by the BESSD, will not be permitted. ....</p> | <p>35 acres including safety clearances, fire separation and 220 kV bay corridor); (ii) availability of site data — geotechnical reports, levels, contamination/ash-fill history given the thermal station premises, and drainage; (iii) that milestone extension for delayed land handover is day-for-day including for VGF milestone purposes; and (iv) the executed Right-to-Use format referenced variously as Annexure-E and Annexure-I — please confirm the correct annexure.</p> | <p>Switchyard indicating the proposed bay allocation, and the draft Right-to-Use (RoU) Agreement have already been uploaded along with the RfS on the ISN-ETS Portal.</p> <p>No separate information / documents relating to geotechnical investigation reports, site levels/contours, contamination / ash-fill history, drainage details, KMZ file, topographical survey report, AutoCAD drawings, or any other site-specific data are being provided by SJVN. Bidders are advised to visit the project site and familiarize themselves with the site conditions in accordance with Clause 1.1.15 of the RfS and carry out their own due diligence. The provisions of Clauses 1.1.14, 6.5.1 and 6.5.2 of the RfS/BESPA shall prevail with regard to land handover and extension of the applicable milestones. Further, it is clarified that the draft Right-to-Use (RoU) Agreement uploaded separately vide Addendum No—dated 24.07.2026 on the ISN-ETS Portal forms part of the RfS.</p> |
| 44.     | RfS<br>Clause 6.5.5     | As Battery Energy Storage System is prone to fire hazard, the BESSD shall provide suitable means such as fire barrier between switchyard and BESS                                                                                                                                                                                                                                                                                                                                                                                                                                              | Please clarify whether the existing hydrant/fire water system of the Power Plant/STU Substation can be extended and utilized by the BESS Developer on a                                                                                                                                                                                                                                                                                                                                 | The fire protection system, including all associated infrastructure and statutory compliances, shall be in the                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

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|         |                                                              | to avoid fire to spread from BESS to Yard equipment. The safety of the equipment / personnel related to BESS operations will be in the scope of the BESSD. UHBVNL will in no way be responsible for any loss/ damage due to any fire accidents. Fire Hydrant system with approval from the appropriate authority in Haryana shall be installed in the BESS area. The BESS container area shall be fitted with High mast Thermal & Surveillance Camera and streaming of the same shall be provided at Control Room of 220 kV Substation of Haryana Power Generation Corporation Limited (HPGCL) at the premises of 710 MW Panipat Thermal Power Station, Panipat (PTPS). The BESSD shall comply with the applicable fire hazard/safety guidelines issued by the CEA/Govt of India Agency as applicable in this project. | chargeable basis for meeting the fire protection requirements of the BESS project.<br><br>Further, the identified BESS site is not adjacent to the existing switchyard and is separated by a considerable distance. In view of the same, the requirement of a fire barrier between the BESS facility and the switchyard may kindly be reviewed.<br><br>In case the fire barrier requirement is to be retained, please provide detailed specifications, including the required configuration, minimum separation criteria, and the applicable codes, standards, and regulatory provisions governing the design of such fire barriers. Considering the substantial distance available between the proposed BESS area and the existing switchyard, it appears that the risk of fire propagation may be adequately mitigated through physical separation itself. | scope of the BESS Developer in accordance with the provisions of the RfS/BESPA and the applicable codes, standards and statutory requirements. No separate fire water/hydrant system of the Power Plant/Substation shall be provided by the Buying Entity/SJVN. Bidders shall make their own assessment of the applicable requirements based on the site conditions.<br>The Bidders are advised to visit the Site location and its surroundings and familiarize themselves thoroughly as to the sub-station location, type, voltage level, land availability, Sub-Station configuration, physical conditions, all roads, approaches, bays, etc. before submitting their bids. |
| 45.     | <b>RfS<br/>Clause 6.6.1<br/>/6.6.3 / 6.6.12 /<br/>6.6.13</b> | <b>6.6.1:</b> The Interconnection Point/ Delivery Point for Battery Energy Storage System Projects of total capacity of 530 MWh shall be at 220 kV Substation of Haryana .....<br><b>6.6.3:</b> The responsibility of getting connectivity with the transmission system of the STU shall entirely be of the BESSD and shall be at the cost of the BESSD, in line .....<br><b>6.6.12:</b> The BESSDs will be required to apply for connectivity at the identified substation, within 30 days of issuance of LoA, and shall .....                                                                                                                                                                                                                                                                                        | BESSD bears entire connectivity scope and cost including construction of 220 kV bays at the HPGCL substation, with connectivity application within 30 days of LoA; bay/bus extension subject to Buying Entity approvals; SCADA/RTU integration in BESSD scope.:<br>Kindly confirm: (i) that two designated bays (or requisite bay space) at the 220 kV HPGCL substation stand identified and reserved for the Project, and share the substation GA/SLD with bidders; (ii) the authority with whom connectivity is to be filed (HVPNL as STU under HERC regulations) and the estimated connectivity/bay charges; (iii) that shutdown availability at the operating PTPS substation for bay hook-up will be facilitated, and                                                                                                                                   | It is clarified that the <b>GELO/SLD of the 220 kV Switchyard indicating the proposed bay allocation</b> and the <b>routing plan for the transmission line</b> have already been uploaded along with the RfS on the ISN-ETS Portal. The successful BESSD shall obtain the necessary connectivity approvals from the designated authority and undertake all connectivity-related works in accordance with the provisions of the RfS/BESPA and the applicable                                                                                                                                                                                                                   |

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|         |                         | 6.6.13: The Bay extension, Bus Extension / Addition of Bay equipment's in the existing bay shall be in conformance to the General Layout of the substation and shall be constructed after obtaining approval of Buying Entity.<br>.....                                                                     | that delay in grant of shutdown/approvals by HPGCL/HVPSNL attracts SCD extension under Cl. 6.8.3.1; and (iv) whether the transmission line/cable route corridor from the BESS plots to the substation is within the leased premises.                                                                                                                                      | regulations. Bidders shall make their own assessment of the applicable connectivity procedures, charges and associated costs based on the provisions of the RfS/BESPA and their own due diligence. <b>Bidders are also advised to visit the project site and familiarize themselves with the site conditions.</b> The provisions of Clause 6.8.3.1 of the RfS/BESPA shall prevail with regard to extension of the Scheduled Commissioning Date. |
| 46.     | RfS<br>Clause 6.6.2     | ..... BESSD shall also comply with the requirements mentioned in the First Time Charging (FTC) regulations/rules issued by the Government, as amended from time to time. The term "Grid network/substation wherever indicated in the RfS/BESPA/BESSA shall refer to the "STU network", wherever applicable. | Kindly clarify whether the charging power required for initial commissioning, testing, and first-time energization of the BESS shall be supplied by UHBVNL, considering that Clause 6.1.3 of the RfS/BESSA stipulates that UHBVNL shall provide the power required for charging the BESS. Kindly confirm the above understanding for clarity and bid evaluation purposes. | Charging energy shall be scheduled and provided by the Buying Entity i.e., UHBVNL in accordance with the provisions of the RfS/BESPA.<br><br>It is further clarified that cost of charging energy for testing and any purpose other than charging scheduled by the Buying Entity (Operational Cycles) shall be borne by BESSD.<br><br>Tender conditions shall prevail.                                                                          |
| 47.     | RfS<br>Clause 6.6.3     | The responsibility of getting connectivity with the transmission system of the STU shall entirely be of the BESSD and shall be at the cost of the BESSD, in line with applicable regulations. ....                                                                                                          | It is understood that connectivity is in bidder scope. But bidder presumes that <u>Bank Guarantee against connectivity</u> (if any) shall be submitted <u>by Client</u> . Kindly confirm.                                                                                                                                                                                 | Clause is self-explanatory.<br><br>Tender condition shall prevail.                                                                                                                                                                                                                                                                                                                                                                              |
| 48.     | RfS<br>Clause 6.6.3     | The responsibility of getting connectivity with the transmission system of the STU shall entirely be of                                                                                                                                                                                                     | The responsibility of getting connectivity with the transmission system of the STU shall entirely be of the                                                                                                                                                                                                                                                               | Tender condition shall prevail.                                                                                                                                                                                                                                                                                                                                                                                                                 |

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|         |                         | the BESSD and shall be at the cost of the BESSD, in line with applicable regulations. With such availability of transmission system being dynamic in nature, the Bidder has to ensure actual availability of power injection/ evacuation capacity at an STU substation.....<br>.....                                                                                                                                                                                                                   | BESSD and shall be at the cost of the BESSD, in line with applicable regulations. <b>SJVN and UHBVNL will provide preference to the winning Bidder post LoA for connectivity application.</b> With such availability of transmission system being dynamic in nature, the Bidder has to ensure actual availability of power injection/evacuation capacity at an STU substation.....<br>.....<br>Since many IPPs are facing issues for connectivity application and provide connectivity to the project which are under execution phase due to connectivity hoarding across India. We request SJVN and UHBVNL to provide support to BESSD in getting the connectivity at Interconnection point to the wining bidder post LoA. |                                                                                                                                                                                                         |
| 49.     | RfS<br>Clause 6.6.3     | .....<br>Construction of requisite 220 kV bays for connectivity at interconnection point and its associated systems will be carried out and maintained by BESSD as per prevailing HERC law/Regulation and the cost of the above construction shall be borne by the BESSD.                                                                                                                                                                                                                              | Please provide a cost estimate for Bay construction and other associated equipment/systems for interconnection with STU network.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Clause 6.6.3 is self-explanatory. However, Bidders shall make their own assessment of the scope and associated costs of bay construction etc. and their own due diligence before submitting their bids. |
| 50.     | RfS<br>Clause 6.6.3     | The responsibility of getting connectivity with the transmission system of the STU shall entirely be of the BESSD and shall be at the cost of the BESSD, in line with applicable regulations. With such availability of transmission system being dynamic in nature, the Bidder has to ensure actual availability of power injection/evacuation capacity at an STU substation. The transmission of power up to the point of interconnection where metering is done for energy accounting, shall be the | The responsibility of getting connectivity with the transmission system of the STU shall entirely be of the <del>BESSD</del> -SJVN and shall be at the cost of the BESSD, in line with applicable regulations.<br>.....<br>From BESS location up to Point of interconnection, erection, commissioning and O&M of all equipment's are under scope of BESSD. Land and ROW for transmission line / tower /T cable Trench for HT cable laying and space for bay construction under scope of SJVN. No additional                                                                                                                                                                                                                 | Tender condition shall prevail.                                                                                                                                                                         |

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|         |                         | responsibility of the BESSD at its own cost. The maintenance of Transmission system up to the interconnection point shall be responsibility of the BESSD, to be undertaken entirely at its risk and cost.<br><br>Construction of requisite 220 kV bays for connectivity at interconnection point and its associated systems will be carried out and maintained by BESSD as per prevailing HERC law/Regulation and the cost of the above construction shall be borne by the BESSD.                                                                                                                                                                                                                                                                                                                                                                                                                     | burden on BESSD for additional land and ROW constraint if any.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 51.     | RfS<br>Clause 6.6.3     | The responsibility of getting connectivity with the transmission system of the STU shall entirely be of the BESSD and shall be at the cost of the BESSD, in line with applicable regulations. With such availability of transmission system being dynamic in nature, the Bidder has to ensure actual availability of power injection/evacuation capacity at an STU substation. The transmission of power up to the point of interconnection where metering is done for energy accounting, shall be the responsibility of the BESSD at its own cost. The maintenance of Transmission system up to the interconnection point shall be responsibility of the BESSD, to be undertaken entirely at its risk and cost.<br><br>Construction of requisite 220 kV bays for connectivity at interconnection point and its associated systems will be carried out and maintained by BESSD as per prevailing HERC | Kindly provide the following details regarding the grid connectivity arrangement for the BESS Project:<br>i. Details of the bay(s) earmarked for BESS connectivity and confirmation of land/space availability for associated connectivity infrastructure at the identified substation(s).<br>ii. Applicable charges, if any, towards bay construction, augmentation works, and connectivity infrastructure.<br>iii. Scope of Operation & Maintenance (O&M) of the connectivity assets, including responsibilities and associated charges/liabilities, if any, to be borne by the BESS Developer.<br>iv. Details of all applicable fees, charges, deposits, statutory approvals, and other costs required for obtaining and maintaining grid connectivity.<br>The above information is required for assessment of connectivity requirements, associated costs, and commercial obligations to enable bidders to submit optimized and competitive bids. | The <b>GELO/SLD of the 220 kV Switchyard indicating the proposed bay allocation and the routing plan for the transmission line</b> have already been uploaded along with the RfS on the ISN-ETS Portal.<br><br>The successful BESSD shall obtain the necessary connectivity approvals from the competent authority and undertake all connectivity-related works, including construction, operation and maintenance of the connectivity system, in accordance with the provisions of the RfS/BESPA and the applicable regulations. Bidders shall make their own assessment of the applicable procedures, approvals, fees, charges, associated costs and liabilities based |

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|---------|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         |                                 | law/Regulation and the cost of the above construction shall be borne by the BESSD.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | on the provisions of the RfS/BESPA and their own due diligence. Bidders are also advised to visit the project site and familiarize themselves with the site conditions in accordance with Clause 1.1.15 of the RfS.                                                                                                                                                                                                                                           |
| 52.     | <b>RfS Clause 6.6.4</b>         | 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.                                                                                                                                                         | <p>Since the BESS Project is required to be connected to the <b>STU network</b>, it is requested that all costs associated with grid connectivity, including transmission line construction, wheeling charges, SLDC/scheduling charges, SOC, MOC, maintenance, transmission losses, and any other charges up to and including the interconnection point, be borne by the Utility.</p> <p>In case any of these charges are proposed to be borne by the BESS Developer, the same may kindly be specified clearly.</p>                                                    | <p>The scope and responsibilities relating to grid connectivity, including construction of the transmission line, bay, operation &amp; maintenance, applicable charges, losses, scheduling and other associated obligations, shall be as specified in the RfS/BESPA and the applicable regulations. Bidders shall make their own assessment of the applicable costs and liabilities before submitting their bids.</p> <p>Tender conditions shall prevail.</p> |
| 53.     | <b>RfS Clause 6.6.8 / 6.6.9</b> | 6.6.8: The BESSD shall comply with CERC/SERC regulations on Forecasting, Scheduling and Deviation Settlement, as applicable. The scheduling of power to/from the Project as per the applicable regulation shall be decided by the Buying Entity. However, any DSM penalties due to violation of the schedule of charging or discharging of the BESS due to reasons attributable to BESS shall be to the account of the BESSD. DSM penalties, if any, shall be levied separately on the respective entities as applicable, at their respective ends for the charging and | <p>Scheduling of charging/discharging is decided by the Buying Entity; DSM penalties attributable to BESS are to the BESSD's account; BESSD punches schedules at SLDC interfaces.</p> <p>Since schedules originate from UHBVNL/SLDC, kindly confirm that DSM liability of the BESSD is limited strictly to deviations caused by BESS non-performance, and that schedule revisions, curtailments or communication failures at the Buying Entity/SLDC end (including late intimation of schedules) shall not attract DSM or Availability consequences for the BESSD.</p> | <p>The BESSD shall comply with the scheduling, dispatch, and DSM provisions as specified in the RfS/BESPA and the applicable regulations. Clause is self-explanatory.</p> <p>Tender Condition shall prevail.</p>                                                                                                                                                                                                                                              |

Clarification  
No. 1

**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**

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| Sl. No. | Document and Clause No. | Provision of Tender                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Query of Bidder/s                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Reply/Comments                                                                                                                                               |
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|         |                         | <p>discharging activities. Any consequential liability on Buying Entity in respect of charging/ discharging power purchase/ sale due to Deviation (DSM) at BESS end shall be to the account of BESSD.</p> <p>6.6.9: In order to remove potential discrepancies and ambiguities, the BESSDs are hereby instructed that, as part of scheduling of power from the Project, they will be required to punch-in their respective schedules and subsequent revisions, by themselves, at the interfaces of SLDC concerned for the corridor of power flow, as per the Regulations in force, under intimation to SJVN. SJVN may facilitate in identification of any discrepancy and assist the BESSD for its early rectification without any liability on SJVN. The BESSD shall be solely responsible for discrepancy identification and its rectification to avoid any rejection/less payment of invoices.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                              |
| 54.     | RfS<br>Clause 6.6.10    | Reactive power charges shall be on account of the power source/BESSD as applicable, at their respective ends during charging and discharging, as per CERC/HERC regulations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <p>Utility-scale BESS facilities are generally required to support voltage regulation, reactive power control, power factor correction, and power quality improvement in compliance with applicable grid codes. The extent of such support depends on prevailing grid conditions and operational requirements and therefore cannot be quantified in advance.</p> <p>While the BESPA defines obligations relating to active power, energy dispatch, and availability, no corresponding provisions have been specified for reactive power support, including operational limits, measurement, compensation, and settlement. It is</p> | <p>BESSD shall be required to comply with the applicable rules/regulation with regard to reactive power support.</p> <p>Tender conditions shall prevail.</p> |

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| Clarification No. 1 | 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 | Page 27 of 68 |
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|         |                              |                                                                                                                                                                                                                                                                | <p>therefore requested to clarify that any reactive power support beyond the minimum grid code compliance requirements shall be provided only at the instruction of the Utility/Procurer, and any associated losses, auxiliary consumption, degradation, reduction in available active power capacity, or adverse impact on BESS performance shall be borne by the Utility/Procurer.</p> <p>For STU/DISCOM-connected BESS projects, reactive power support may be utilized by the Utility/DISCOM for voltage regulation, power factor correction, and power quality improvement. Accordingly, reactive power charges may be waived off or suitable provisions may be incorporated to compensate the BESS Developer for reactive power services provided beyond mandatory grid code requirements, together with any associated costs or performance impacts.</p> |                                                                                                                          |
| 55.     | <b>RfS<br/>Clause 6.6.10</b> | Reactive power charges shall be on account of the power source/BESSD as applicable, at their respective ends during charging and discharging, as per CERC/HERC regulations.                                                                                    | Kindly provide the following details:<br>i. What Power Factor (PF) should be considered for this tender?<br>ii. What is the applicable rate (₹/kVARh) for the calculation of reactive power charges?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | It is clarified that the provisions wrt Reactive Power shall be in accordance with the applicable CERC/HERC regulations. |
| 56.     | <b>RfS<br/>Clause 6.6.12</b> | The BESSDs will be required to apply for connectivity at the identified substation, within 30 days of issuance of LoA, and shall furnish copies of the application, complete in all respect, to SJVN within 15 days of date of filing of application.<br>..... | The <del>BESSDs</del> —SVJN will be required to apply for connectivity at the identified substation, within 30 days of issuance of LoA, and shall furnish copies of the application, complete in all respect, to SJVN within 15 days of date of filing of application. ....<br>Grant of connectivity may be in the scope of SJVN, this will help to complete project as per timeline.                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Tender condition shall prevail.                                                                                          |

| Sl. No. | Document and Clause No.                                    | Provision of Tender                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Query of Bidder/s                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Reply/Comments                                                                                                                                                                                                                                                                                                                                                                                      |
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| 57.     | <b>RfS<br/>Clause 6.6.12</b>                               | The BESSDs will be required to apply for connectivity at the identified substation, within <b>30 days</b> of issuance of LoA, and shall furnish copies of the application, complete in all respect, to SJVN within 15 days of date of filing of application.<br>.....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | The BESSDs will be required to apply for connectivity at the identified substation, within <b>60 days</b> of issuance of LoA, and shall furnish copies of the application, complete in all respect, to SJVN within 15 days of date of filing of application. ....<br><br>We request SJVN and UHBVNL kindly extend the timelines for connectivity application as it may require approvals from HERC subject to prioritization of the project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Tender condition shall prevail.                                                                                                                                                                                                                                                                                                                                                                     |
| 58.     | <b>RfS<br/>Clause 6.6.15 /<br/>6.9.4 / Format<br/>7.15</b> | <b>6.6.15:</b> All provisions of Make in India (MII) orders issued by the government must be complied with in the project(s) in compliance with Order no. No.48-1512112025 – NRE issued by Ministry of Power dated 24th December, 2025 and any other amendments thereto. Bidder shall be required to submit an Undertaking for compliance with the above Order as per Format- 15 of RfS Document.<br><br><b>6.9.4:</b> In compliance of the MoP, GoI OM No-No.48-1512112025 - NRE, Government of India Ministry of Power dt 24/12/2025, the first tranche of VGF shall be released after submission of an Undertaking by the BESSD as per Format 7.15 of RfS Document. Further, the second tranche of VGF shall be released after submission of documentary evidence of minimum local content of 20% of the total project cost in BESS as per the above OM No-No.48-1512112025 - NRE, Government of India Ministry of Power dt 24/12/2025. | Compliance with MoP Make-in-India Order (O.M. No. 48-1512112025- NRE dated 24.12.2025) is mandatory; minimum local content of 20% of total project cost; second VGF tranche released only after documentary evidence of such local content.<br>As a vertically integrated Indian energy-storage company with in-house battery cell manufacturing, indigenous power conversion systems and an EMS platform developed entirely within India, we strongly support this provision. To ensure a level playing field, kindly clarify: (i) the computation methodology for local content (basis of “total project cost”, treatment of imported cells assembled into modules/packs in India); (ii) the stage-wise documentation and whether the statutory auditor certificate under Format 7.15 is verified by an independent agency/TPIA; and (iii) whether shortfall in local content entails only non-disbursement of the second VGF tranche or also constitutes a BESPA event of default. | The methodology for computation of local content, including the basis of project cost, documentation, certification, verification, and compliance requirements, shall be as per the applicable Ministry of Power Office Memorandum / Guidelines referred to in the RfS/BESPA. The provisions of the RfS/BESPA shall prevail with regard to VGF disbursement and the consequences of non-compliance. |

| Sl. No. | Document and Clause No.                             | Provision of Tender                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Query of Bidder/s                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Reply/Comments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
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| 59.     | RfS<br>Clause 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 EMS application software of the BESS shall be developed indigenously within India; refurbished battery cells shall not be used.<br>We welcome this requirement; our EMS is fully developed in India. Kindly specify: (i) the compliance verification mechanism for indigenous EMS (undertaking at bid stage, source-of-development audit, or certification at commissioning); and (ii) the traceability mechanism for cells — we suggest cell-level date-of-manufacture disclosure per Annexure-A (Identification & Traceability), with cells not older than 12 months at the time of commissioning.                                                   | The compliance requirements relating to indigenous development of the Energy Management System (EMS) application software and the use of new battery cells shall be governed by the provisions of the RfS/BESPA read with Sr. No. 10 of Amendment No 1 dated 23.08.2026                                                                                                                                                                                                                                                                                        |
| 60.     | RfS<br>Clause 6.7                                   | <b>PERFORMANCE CRITERIA OF THE PROJECT:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Kindly specify the applicable per-unit (kWh) tariff for auxiliary power to be used under this tender.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | The consumer category of BESSD for Aux. Power Consumption shall be as per the prevailing Retail Tariff Schedule of the HERC.                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 61.     | RfS<br>Clause 6.7.1.b<br>/6.7.1.f /<br>6.7.1.f.(iv) | <b>6.7.1 (b)</b> For Example, for a Contracted Capacity of 265 MW, the BESPA shall entitle the off-taker to schedule discharge upto 530 MWh of energy from the BESS in two (02) operational cycles of 02 hours per day (i.e. two complete charging and discharging cycles per day), subject to the following:.....<br><b>6.7.1 (f):</b> The BESSD shall make the BESS available for Two (02) operational cycles per day, i.e. Two (02) complete charge-discharge cycles per day. Following provisions shall be applicable on the entire Project Capacity:.....<br><b>6.7.1 (f) (iv)</b> Taking into consideration capacity degradation, the minimum dispatchable energy to be made available by the BESSD at the end of a given year shall be as follows: ..... | BESS shall be available for two complete charge-discharge cycles per day (up to ~730 cycles/year; ~8,760 cycles over 12 years); minimum dispatchable capacity follows the fixed degradation table irrespective of actual cycling.<br>Cell warranties are throughput-linked. Kindly confirm: (i) the maximum energy throughput/cycles per year that UHBVNL may schedule; and (ii) whether any relief on the Cl. 6.7.1.f.(iv) degradation table or compensation is available if sustained scheduling materially exceeds the two-cycles-per- day design duty (e.g., through repeated shallow cycling aggregating beyond 730 equivalent full cycles annually). | Please refer to Clause 4.6.1 of BESPA wherein it is clearly mentioned that during a day in any Contract year, BESSD shall not be asked as well as BESSD shall not be allowed to schedule for more than 2 Operational Cycles / day. For the purpose of this Agreement, Operational Cycle shall mean charging of the BESS upto the Contracted capacity followed by discharge including any intervening resting period as specified in the RfS Document.<br>Further, provisions with respect to performance criteria, scheduling of charging/discharging, minimum |

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|         |                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | dispatchable capacity, and degradation requirements are clearly stipulated in Clause 6.7.1 of RfS and shall be governed by the provisions of the RfS/BESPA.<br><br>Tender condition shall prevail.                                                                                                                     |
| 62.     | <b>RfS<br/>Clause 6.7.1.c</b>         | BESS should be designed to provide a minimum of 02 Hours of discharging capacity at rated power. The BESSD shall make the BESS available for Two (02) operational cycles per day, i.e. 02 Complete charge-discharge cycles per day subject to the Clause 4.4.1 of the BESPA. Provided that, Buying Entity may, at its discretion, utilize the BESS by splitting each discharge cycle in maximum two sessions at rated power with minimum continuous duration of one hour in one session, subject to condition that total scheduled discharge of energy from BESS as demanded by the Buying Entity shall be limited to 85% of the energy supplied by the Buying Entity. | Buying Entity may split each discharge cycle into maximum two sessions at rated power with minimum one hour continuous duration, subject to total scheduled discharge being limited to 85% of the energy supplied by the Buying Entity.<br>Kindly confirm: (i) that the 85% figure refers to the guaranteed RtE, i.e., discharge schedules shall not exceed charging energy multiplied by the guaranteed RtE; and (ii) whether splitting applies symmetrically to charging cycles, and the maximum number of charge/discharge mode changes per day, to enable correct thermal and cycling design. | It is clarified that 85 % is the minimum AC to AC roundtrip efficiency (RtE) of 85% for the system on monthly basis as mentioned in Clause 6.7.1 (f) (iii) of RfS. Further, Scheduling for charging/discharging shall be decided by the Buying Entity as per their requirement.<br><br>Tender condition shall prevail. |
| 63.     | <b>RfS<br/>Clause 6.7.1.f.(ii)(b)</b> | Actual Injection/Drawl MUI is the Energy Scheduled for Charging / Discharging in the Ith time-block, in MUs (A).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | The definition reads: “Actual Injection/Drawl MUI is the Energy Scheduled for Charging/Discharging in the ith time-block” — i.e., both numerator (A) and denominator (B) are defined as scheduled energy.<br>This appears to be a typographical error; as drafted, System Availability would always equal 100%. Kindly confirm that (A) refers to actual energy injected/drawn as measured at the Main ABT Meter/RPC (DSM) reports.                                                                                                                                                               | Kindly refer Sr. No. 11 of Amendment No. 1 dated 23.08.2026.                                                                                                                                                                                                                                                           |
| 64.     | <b>RfS<br/>Clause 6.7.1 (f)(ii)</b>   | System Availability in a time-block= [ <i>Actual Injection/Drawl MUI (A)</i> ]/ [ <i>Scheduled Injection/Drawl MUI (B)</i> ] where                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | In the definition of Monthly System Availability, Clause (b) states that "Actual Injection/Drawl MUI is the Energy Scheduled for Charging/Discharging in the ith time-                                                                                                                                                                                                                                                                                                                                                                                                                            | Kindly refer Sr. No. 11 of Amendment No.1 dated 23.08.2026.                                                                                                                                                                                                                                                            |

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|         |                                                                                                        | <p>a) i refers to the ith time-block in the month where Scheduled Injection/Drawl <math>MU_i \neq 0</math>.</p> <p>b) Actual Injection/Drawl <math>MU_i</math> is the Energy Scheduled for Charging/ Discharging in the Ith time-block, in MUs (A)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <p>block." Since the availability formula is based on the ratio of Actual Injection/Drawal to Scheduled Injection/Drawal, kindly confirm that Clause (b) should instead read as "<b>Actual Injection/Drawl <math>MU_i</math> is the energy actually injected/drawn during the ith time-block, as measured through DSM/UI reports or the Main ABT Meter at the Point of Interconnection.</b></p>                                                                                                                                                                                                                                                         |                                                                                                                                                                        |
| 65.     | <b>RfS Clause - 6.7.1(f)(ii)/ 6.7.1(f)(vi) and 6.7.1(f)(vii) - Performance Criteria of the Project</b> | <p>6.7.1(f)(ii):<br/>.....<br/>Monthly System Availability = Mean of the System availabilities of all time blocks during the month in which the off-taker has scheduled power for charging/discharging the BESS.<br/>where,<br/>System Availability in a time-block= [<i>Actual Injection/Drawl <math>MU_i</math> (A)</i>] / [<i>Scheduled Injection/Drawl <math>MU_i</math> (B)</i>']<br/>.....<br/>6.7.1(f)(vi):<br/>.....The BESSD shall clearly specify the maximum recovery times required to restore the BESS for functional availability between duty cycles. The maximum allowed cooling time between Charge to Discharge or Discharge to charge will be one hour. There shall be no cooling or recovery time between two sessions during charging or discharging operation.</p> <p>6.7.1(f)(vii):<br/>Operational Window shall mean the expected hours/duration of system (capacity) availability on each day during the term of the Contract,</p> | <p>Clause 6.7.1(f)(vi) permits a maximum recovery time of up to one hour between charge-to-discharge or discharge-to-charge transitions, while Clause 6.7.1(f)(vii) excludes such recovery time from the Operational Window. However, Clause 6.7.1(f)(ii) calculates Monthly System Availability based on scheduled charging/discharging time blocks without expressly linking them to the Operational Window. Kindly clarify that the Buying Entity's scheduling shall consider the permitted recovery periods and that such recovery periods shall not be considered while determining Monthly System Availability or levying liquidated damages.</p> | <p>It is clarified that Buying Entity's scheduling shall consider recovery time as stipulated in the RfS and accordingly, monthly availability will be calculated.</p> |

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|         |                                                                    | excluding: a) Maximum BESS recovery time as specified in this document.....                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 66.     | <b>RfS<br/>Clause 6.7.1.f (iii)<br/>vs<br/>6.7.1.f.(iv)</b>        | 6.7.1.f (iii): The BESSD shall guarantee a minimum AC to AC roundtrip efficiency (RtE) of 85% for the system on monthly basis. The BESSD .....<br><br><b>6.7.1.f (iv)</b> Taking into consideration capacity degradation, the minimum dispatchable energy to be made available by the BESSD at the end of a given year shall be as follows | RtE of 85% is guaranteed flat on a monthly basis for the entire 12-year term, while energy capacity is permitted to degrade from 97.5% to 70% over 12 years.<br>Battery and PCS conversion efficiency also degrade with age and augmentation cycles; a flat 85% monthly RtE in later years is inconsistent with the degradation philosophy already recognised in Cl. 6.7.1.f.(iv). Further, where UHBVNL schedules split sessions/partial-load operation (Cl. 6.7.1.c), measured RtE deteriorates for reasons not attributable to the BESSD.                                                                                             | Tender condition shall prevail.                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 67.     | <b>RfS<br/>Clause 6.7.1.f.(iii)<br/>/<br/>Annexure-A<br/>Sr. 1</b> | The BESSD shall guarantee <b>a minimum AC to AC roundtrip efficiency (RtE) of 85% for the system on monthly basis</b> . The BESSD shall be liable for Liquidated Damages to the off-taker, if any, on account of excess conversion losses, based on the following conditions:                                                              | Minimum AC-to- AC RtE of 85% guaranteed on monthly basis, computed from DSM/UI reports or the Main ABT Meter at the Interconnection Point; auxiliary power is separately metered and chargeable to the BESSD.<br>Kindly confirm: (i) that RtE shall be computed at the Interconnection Point/Main ABT meter excluding the separately metered and separately billed auxiliary consumption; (ii) that transformation and line losses beyond the Delivery Point are excluded; and (iii) that the annual Available Energy Test and RtE demonstration shall follow IEC 62933-2-1 duty-cycle protocol at rated power and reference conditions. | The provisions with regard to Auxiliary Power are clearly mentioned in Clause 6.7.1 f(iii) of RfS Document and are self explanatory.<br><br>It is further clarified that the BESSD can draw auxiliary power from Interconnection point. Separate meter would be arranged by BESSD to measure auxiliary consumption which will be billed by the DISCOM, <b>in which case the auxiliary power consumption will be accommodated in the RtE calculation as per the SLD of BESS.</b> |

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| 68.     | RfS<br>Clause 6.7.1.f (iii)   | .....<br>The BESSD shall take separate, metered connection for the Auxiliary Power load of BESS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Kindly clarify the auxiliary supply voltage level, applicable tariff category, and any surcharges that will be levied on the BESSD.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | The consumer category of BESSD for Aux. Power Consumption shall be as per the prevailing Retail Tariff Schedule of the HERC. <b>Bidders are also advised to visit the project site and familiarize themselves with the availability/scheme of auxiliary supply and other site conditions.</b><br><br>Tender conditions shall prevail. |
| 69.     | RfS<br>Clause 6.7.1 (f) (iii) | System Roundtrip Efficiency (RtE) = [Sum Total of Actual Injection/Discharging MUSj in a month (C)] / [Sum Total of Actual Drawal/Charging MUSj in a month (D)]<br>Where,<br>j refers to the jth month in a year;<br>$D \neq 0$ ;<br>$D \leq 1 \times E_{\text{bess}} \times (MD_{n-1} - (MD_{n-1} - MD_n) \times j/12) / RtE_g$ ;<br>E <sub>bess</sub> refers to Energy Rating in Clause 6.7.1.(e) above;<br>MD <sub>n-1</sub> refers to minimum guaranteed dispatchable energy at the end of the previous year (as a % of Capacity at the COD specified in Clause 6.7.1.(f) (iv) below);<br>MD <sub>n</sub> refers to minimum guaranteed dispatchable energy at the end of the current year;<br>RtE <sub>g</sub> refers to the guaranteed Round-Trip Efficiency under the BESPA; | <b>Clause 6.7.1(f)(iii)</b> defines <b>D</b> as the "Sum Total of Actual Drawal/Charging MUs in a month". However, the same clause also specifies that $D \leq E_{\text{bess}} \times (MD_{n-1} - (MD_{n-1} - MD_n) \times j/12) / RtE_g$ , which appears to limit <b>D</b> to the charging energy corresponding to approximately one full equivalent charge of the guaranteed dispatchable energy. Since the total monthly charging energy would ordinarily exceed this value during normal operation, kindly clarify how the number of cycles of charging per month are being considered into the limitations set for "D" for availability calculations. | Clause is self-explanatory.                                                                                                                                                                                                                                                                                                           |

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|         |                                         | C and D shall be as per the DSM/UI Reports published by the Regional RPCs or measurement at the Main ABT Meter at the Point of Interconnection.                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 70.     | <b>RFS<br/>Clause 6.7.1.f<br/>(iii)</b> | <p>.....</p> <p>The BESSD shall take separate, metered connection for the Auxiliary Power load of BESS.</p> <p>OR</p> <p>The BESSD can draw auxiliary power from Interconnection point. Separate meter would be arranged by BESSD to measure auxiliary consumption which will be billed by the DISCOM, Arrangement of power for auxiliary consumption is under scope of the BESSD. The Auxiliary Consumption is chargeable to BESSD.</p> | <p>Auxiliary power consumption is a significant cost component over the BESPAs tenure. While auxiliary energy required for routine charging/discharging operations can be reasonably estimated, consumption associated with reactive power support, voltage regulation, power quality improvement, grid stabilization, and other grid support functions cannot be accurately quantified at the bidding stage as it depends on actual grid conditions and dispatch requirements. Further, auxiliary power tariffs and associated charges may vary during the contract period due to regulatory and utility-driven revisions, exposing the BESS Developer to unquantifiable commercial risks. It is also pertinent to note that the Utility generally procures power under long-term arrangements extending up to 25 years, whereas the BESS Developer is required to commit to a fixed BESPAs tariff for 15 years while bearing the uncertainty of auxiliary power costs throughout the contract period. Such an arrangement exposes the BESS Developer to significant commercial risks that cannot be reasonably assessed or priced at the time of bidding. Accordingly, the following clarifications are requested:</p> <p>a) Kindly specify the source of auxiliary power and the applicable tariff, including all applicable charges such as transmission, wheeling, open access, cross-subsidy surcharge, additional surcharge, SLDC charges, losses,</p> | <p>The provisions with regard to Auxiliary Power are clearly mentioned in Clause 6.7.1 f(iii) of RfS Document.</p> <p>The consumer category of BESSD for Aux. Power Consumption shall be as per the prevailing Retail Tariff Schedule of the HERC.</p> <p>It is further clarified that all expenses towards auxiliary power consumption, including any variation in tariff and associated charges during tenure of BESPAs will be under the scope of the BESSD and will be borne by the BESSD.</p> <p>Tender condition shall prevail.</p> |

Clarification  
No. 1

**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**

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|         |                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <p>and other statutory levies.</p> <p>b) Kindly clarify whether procurement of auxiliary power through Open Access shall be permitted.</p> <p>c) Kindly confirm whether any variation in auxiliary power tariff and associated charges during the BESP period shall be treated as a pass-through or reimbursable item.</p> <p>d) Alternatively, consider providing an auxiliary energy consumption allowance (up to 5% of discharged energy) or an equivalent compensation mechanism to cover auxiliary consumption and grid support services. Suitable provisions may be incorporated in the BESP to protect the BESS Developer from financial impacts arising from variations in auxiliary power tariffs, network charges, statutory levies, and regulatory requirements during the contract period.</p> |                                 |
| 71.     | <b>RfS Clause 6.7.1(f)(iii)</b> | <p>The BESSD shall guarantee a <b>minimum AC to AC roundtrip efficiency (RtE) of 85% for the system on monthly basis</b>. The BESSD shall be liable for Liquidated Damages to the off-taker, if any, on account of excess conversion losses, based on the following conditions:</p> <p>a) For <math>RtE &lt; 70\%</math>, there shall be a liquidated damage levied @ 1.5 times of the APPC tariff of last financial year applicable to the Buying Entity, levied upon excess conversion losses considering system <math>RtE = 85\%</math>;</p> <p>b) For <math>70\% \leq RtE &lt; 85\%</math>, there shall be a liquidated damage levied @ the APPC tariff of last financial year applicable to the Buying Entity, levied upon excess conversion losses considering system <math>RtE = 85\%</math>.</p> | <p>The BESSD shall guarantee a minimum AC-to-AC Round Trip Efficiency (RtE) of 85% for the system on a monthly basis, measured as per the Main ABT Meter at the Point of Interconnection (220 kV).</p> <p>Since the RtE is measured on an AC-to-AC basis at the 220 kV Point of Interconnection, achieving 85% RtE at this measurement point is not practically feasible. Kindly reduce the guaranteed minimum RtE from 85% to 83%, in line with achievable performance at the 220 kV interconnection point.</p>                                                                                                                                                                                                                                                                                           | Tender condition shall prevail. |

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**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**

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|         |                                                | .....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                    |
| 72.     | <b>RfS Clause 6.7.1.f.(vii) / 6.7.1.f.(ix)</b> | <p><b>6.7.1.f.(vii): Operational Window:</b> Operational Window shall mean the expected hours/duration of system (capacity) availability on each day during the term of the Contract, excluding:</p> <p>(a) .....<br/>(b) .....<br/>(c) .....</p> <p><b>6.7.1.f.(ix):</b> It shall be the responsibility of the BESSD to make periodic replacements/replenishments of system capacities at their own cost, if and when required, up to the term of the Contract to meet the performance criteria stipulated above. Outage time as a result of replacement will also be counted as an “Accountable BESS Outage” for the purpose of computing BESS Availability.</p> | <p>Planned maintenance outage limited to 34 hours per two-month period with one month's prior notice; outage for capacity replacement /replenishment counts as “Accountable BESS Outage” for Availability.</p> <p>Mid-life augmentation of a 530 MWh system (necessary to honour the degradation and RtE guarantees) requires longer contiguous windows than 34 hours. Kindly confirm: (i) whether the planned outage quota may be pooled annually (204 hours) and utilised flexibly; and (ii) whether augmentation/replacement outages scheduled in advance with UHBVNL's concurrence will be excluded from Availability computation.</p> | <p>The clause is self-explanatory.</p> <p>It is further clarified that System Availability will be calculated on monthly basis as per provisions stipulated in the RfS.</p> <p>Tender condition shall prevail.</p> |
| 73.     | <b>RfS Clause 6.7.1.f.(vii) / 6.7.1.(xi)</b>   | <p>6.7.1.f.(vii): Operational Window: Operational Window shall mean the expected hours/duration of system (capacity) availability on each day during the term of the Contract, excluding:</p> <p>(a) .....<br/>(b) .....<br/>(c) .....</p> <p>6.7.1.(xi): UHBVNL shall offtake 100 % of energy discharged from the BESS except grid</p>                                                                                                                                                                                                                                                                                                                            | <p>Discharge of BESS is subject to availability of real-time margin at the HPGCL Substation; UHBVNL shall offtake 100% of discharged energy except grid unavailability or Force Majeure, remaining liable to pay 100% tariff, with third-party sale gains first adjusted against “the penalty payable.</p> <p>Kindly confirm: (i) that non-availability of real-time margin at the HPGCL substation, grid outages, and backing-down instructions shall be treated as Deemed Availability with full capacity charges payable; (ii) the</p>                                                                                                  | <p>The clause is self-explanatory.</p>                                                                                                                                                                             |

Clarification  
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**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**

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|         |                         | 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).                                                                         | mechanics of third-party sale (open access, scheduling, who bears wheeling charges) given there is no merchant capacity under Cl. 6.5.2; and (iii) what constitutes the “penalty payable by UHBVNL” referenced in Cl. 6.7.1.(xi).                                                                                                                                                                                                                                                                                            |                                                                |
| 74.     | RfS<br>Clause 6.7.2     | <b>Shortfall in meeting Performance Criteria</b><br>Following provisions shall be applicable on the Contracted Capacity:<br>.....                                                                                                                                                                                                                                                                                                                                                                                                                               | The performance criteria under Cl. 6.7.1 shall not be applicable for the Contract Year ending on 31st March immediately after COD of the contracted capacity.<br>Kindly confirm: (i) that this stabilization relief covers Availability, RtE and the minimum dispatchable capacity demonstration; (ii) how the relief applies in case of part-commissioning (whether reckoned from COD of first part or full capacity); and (iii) that capacity charges remain fully payable during this period for capacity made available. | Please refer to Sr. No. 13 of Amendment No 1 dated. 23.08.2026 |
| 75.     | RfS<br>Clause 6.8.1     | 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 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. | Part-commissioning of the Project is permitted in a maximum of 2 instalments, with the minimum first instalment being 50% of the MWh capacity or 250 MWh, whichever is lower.<br>As Project-1 (250MW/500 MWh) and Project-2 (15MW/30 MWh) are separate projects under different VGF schemes, kindly clarify whether they can be commissioned separately as the two permitted part-commissioning stages.                                                                                                                      | Please refer to Sr. No. 14 of Amendment No 1 dated 23.08.2026  |

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**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**

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|         |                                                                          | <p>However, the SCD will not get altered due to part commissioning. Irrespective of dates of part commissioning or full commissioning, the BESPA will remain in force for a period as per Clause 6.11.1 of the RfS.</p> <p>In case of part-commissioning, payments as per the BESPA may be made on pro-rata basis, proportionate to the capacity commissioned. The procurement of part commissioned capacity shall be done by UHBVN/Buying Entity at the BESPA tariff plus SJVN's facilitation charges in the form of trading margin. ....</p>                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                            |
| 76.     | <b>RfS<br/>Clause 6.8.1<br/>Read with Clause 1.1.9 and 6.12.6 of RfS</b> | <p><b>6.8.1:</b> .....<br/>In case of part-commissioning, payments as per the BESPA may be made on pro-rata basis, proportionate to the capacity commissioned. The procurement of part commissioned capacity shall be done by UHBVN/Buying Entity at the BESPA tariff plus SJVN's facilitation charges in the form of trading margin.</p> <p><b>1.1.9:</b> Energy Storage Facility procured by SJVN from the above BESS Projects has been provisioned to be sold to UHBVN.</p> <p><b>6.12.6:</b> Back-to-back Battery Energy Storage Sale Agreements (BESSAs) in respect of all rights and obligation under the between the BESSD and SJVN,.....</p> | <p>SJVN procures as Intermediary Procurer on back- to-back basis with UHBVNL; part- commissioned capacity is procured at the BESPA tariff plus SJVN's facilitation charges in the form of trading margin.</p> <p>Kindly confirm: (i) that the tariff quoted by the bidder is the amount receivable by the BESSD in full, and SJVN's trading margin/facilitation charges are payable by the Buying Entity over and above the quoted tariff; and (ii) the quantum of such trading margin.</p> | <p><b>(i)</b> The tariff discovered through the bidding process shall be payable to the BESSD in accordance with the provisions of the BESPA. The applicable trading margin/facilitation charges of SJVN shall be as provided in the RfS/BESPA and the applicable regulations.</p> <p><b>(ii)</b> Kindly refer to Clause 2.61 of the RfS with regard to the applicable trading margin.</p> |

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| 77.     | <b>RfS<br/>Clause 6.8.2.i / 6.8.1</b> | 6.8.1: 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 <b>250 MWh</b> 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.<br><br>.....<br>6.8.2 (i) The Scheduled Commissioning Date (SCD) for commissioning of the full Project capacity shall be the date as on 15 months from the Effective Date of BESPA. | SCD is 15 months from Effective Date of BESPA; part-commissioning permitted in maximum 2 instalments, first instalment minimum 50% of MWh capacity or 250 MWh, whichever is lower.<br>With an established domestic manufacturing base we are well positioned for timely delivery; however, the critical path is bay construction and integration at an operating 220 kV substation. Kindly confirm: (i) that pro-rata capacity charges commence upon COD of each part capacity; and (ii) that delays attributable to STU/HPGCL readiness, land handover or VGF/BESSA-side events extend SCD day-for-day without LD exposure. | (i) It is clearly mentioned in Clause 6.8.1 of RfS that in case of part-commissioning, payments as per the BESPA may be made on pro-rata basis, proportionate to the capacity commissioned.<br>(ii) Please refer to Clause 6.8.3 of RfS with regard to delay in Commissioning on Account of Delay in readiness of STU evacuation infrastructure/Start Date of Connectivity. |
| 78.     | <b>RfS<br/>Clause 6.8.2 (i)</b>       | RfS Clause 6.8.2 (i):<br>The Scheduled Commissioning Date (SCD) for commissioning of the full Project capacity shall be the date as on 15 months from the Effective Date of BESPA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Please clarify whether SCD for commissioning is <u>15 months</u> or <u>18 months</u> from effective date of BESPA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | It is clarified that The Scheduled Commissioning Date (SCD) for commissioning of the full Project capacity shall be the date as on 15 months from the Effective Date of BESPA.                                                                                                                                                                                              |
| 79.     | <b>RfS<br/>Clause 6.8.2 (i)</b>       | The Scheduled Commissioning Date (SCD) for commissioning of the full Project capacity shall be the date as on 15 months from the Effective Date of BESPA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Kindly consider retaining the project completion period as 18 months instead of 15 months, taking into account the relatively new and evolving nature of BESS technology, the time required for installation and commissioning of the 220 kV pooling substation, the need to obtain various statutory and regulatory approvals, and the potential impact of the ongoing geopolitical disturbances in West Asia on the project supply chain and execution schedule.                                                                                                                                                           | Tender condition shall prevail                                                                                                                                                                                                                                                                                                                                              |

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| 80.     | RfS<br>Clause 6.8.2 (i)   | The Scheduled Commissioning Date (SCD) for commissioning of the full Project capacity shall be the date as on 15 months from the Effective Date of BESPA.                                                                                                                                                                                                                       | Kindly confirm that the RfS specifies the Scheduled Commissioning Date (SCD) as 15 months from the Effective Date of the BESPA, whereas the BESPA specifies that the Project shall be commissioned within 18 months from the Effective Date of the BESPA. Kindly clarify this discrepancy.                                                                                                                                                                                                                                                                                                                                                                                                                               | The Scheduled Commissioning Date (SCD) for commissioning of the full Project capacity shall be the date as on 15 months from the Effective Date of BESPA. |
| 81.     | RfS<br>Clause 6.8.2(vi)   | In case Commissioning of the Project is delayed beyond the date as per Clause 6.8.2.ii above, the BESPA capacity shall stand reduced/amended to the Project Capacity commissioned until the deadline as per Clause 6.8.2.ii. above, the entire PBG/POI will be encashed by SJVN, and the BESPA for the Project shall stand terminated for the balance un-commissioned capacity. | <b>Clause 6.8.2(vi)</b> provides that, in the event of delay beyond the prescribed period, the BESPA capacity shall stand reduced/amended to the Project Capacity commissioned. However, <b>Clause 6.8.2(vii)</b> states that such reduction shall have no bearing on the obligation of the BESSD to provide the Contracted Capacity as per the BESPA.<br>Kindly clarify that, following any reduction of BESPA capacity under Clause 6.8.2(vi), all obligations of the BESSD under the BESPA, including capacity commitment, performance obligations and applicable liquidated damages, shall thereafter be determined with reference to the <b>revised BESPA capacity</b> (reduced capacity as per clause 6.8.2 (vi)). |                                                                                                                                                           |
| 82.     | RfS<br>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.           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Please refer to Sr. No. 15 of Amendment No 1 dated 23.08.2026                                                                                             |
| 83.     | RfS<br>Clause 6.8.3.1     | .....<br>The above shall be treated as delays beyond the control of the BESSD and SCD for such Project shall be revised as the date as on 30 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or Start Date of Connectivity. Decision on requisite extension on account of the above factor shall be taken by SJVN.               | The Initial Contracted Capacity (ICC) will be adjusted to reflect standard battery technical specifications. This adjusted capacity will be declared as the Technical Baseline Capacity (TBC) before the first charging cycle begins.<br>The BESS capacity degrades over time due to electrochemical aging, whether the system is in service or idle. In case of delays that are not attributed to BESSD, the Initial Contracted Capacity (ICC) will be adjusted to reflect standard battery technical specifications. This                                                                                                                                                                                              | Tender condition shall prevail.                                                                                                                           |

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|         |                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | adjusted capacity will be declared as the Technical Baseline Capacity (TBC) before the first charging cycle begins. Crucially, as BESSD is not responsible for the delay, all subsequent monthly realization, performance, and revenue calculations shall be based upon the original Initial Contracted Capacity (ICC), and not the TBC                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                            |
| 84.     | RfS<br>Clause 6.8.3.1                                       | .....<br>The above shall be treated as delays beyond the control of the BESSD and SCD for such Project shall be revised as the date as on 30 days subsequent to the readiness of the Delivery Point and power evacuation infrastructure and/or Start Date of Connectivity. Decision on requisite extension on account of the above factor shall be taken by SJVN.                                                                                                                                                                                                                                                                                                                    | Apart from time extension, <u>Suitable compensation shall be given to BESSD</u> as this delay is beyond control of BESSD. Reason being, additional burden of idle manpower expenses, will not receive tariff during this period, additional maintenance cost, equipment warrantee period affection, BESS degradation loss etc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Tender condition shall prevail.                                                                                                                                                                                                                                                                                                                                                            |
| 85.     | RfS<br>Clause 6.9.1 (ii)<br>(read with Rfs<br>Clause 6.9.6) | <b>Project-2: 25 MW/30 MWh:</b> Viability Gap Funding (VGF) shall be provided under <b>State Component of Scheme for VGF</b> . 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.<br><br>The disbursement of VGF will be carried out in 05 tranches, as follows:<br>..... | For Project-2 (15 MW/30 MWh), VGF is limited to Rs. 18 Lakh/MWh or 30% of the capital cost; Cl. 6.9.1(ii) heading reads “Project-2: 25 MW/30 MWh”; disbursement is in 5 tranches extending to 3 years post-COD, with VGF BGs retained for 3 years from COD. Kindly clarify: (i) whether the Project-2 VGF is the lower of Rs. 18 Lakh/MWh and 30% of capital cost, and the certification basis of “capital cost” (statutory auditor certificate under Cl. 6.9.2 — whether apportioned for the 30 MWh component of the common single-site project); (ii) the heading “25 MW/30 MWh” appears to be a typographical error for 15 MW/30 MWh — please confirm; and (iii) given that both components are at a single site with common infrastructure, whether the Project-2 disbursement and BG-retention schedule can be aligned with Project-1 (BG release 1 year from COD). | Please refer to Sr. No. 16 of Amendment No 1 dated 23.08.2026<br><br>Further, it is clarified that the VGF disbursement schedule and the associated Bank Guarantee retention period are in accordance with the applicable VGF Guidelines and the provisions of the RfS/BESPA. Accordingly, no change in the VGF disbursement schedule or the Bank Guarantee retention period is envisaged. |

Clarification  
No. 1

**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**

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| Sl. No. | Document and Clause No.     | Provision of Tender                                                                                                                                                                                                       | Query of Bidder/s                                                                                                                                                                                                                                                                                                                                                                                                                                    | Reply/Comments                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 86.     | <b>RfS<br/>Clause 6.9.2</b> | BESS Developer shall submit certificate for the capital cost incurred for the Project awarded capacity, duly certified by the Statutory Auditors, within six months from the COD.                                         | the certification basis of “capital cost” (statutory auditor certificate under Cl. 6.9.2 — whether apportioned for the 30 MWh component of the common single-site project)                                                                                                                                                                                                                                                                           | It is clarified that the capital cost shall be determined and certified separately for both project components i.e. <b>Project-1 (250 MW/500 MWh)</b> and <b>Project-2 (15 MW/30 MWh)</b> , as these are governed under separate VGF Schemes. Accordingly, the Statutory Auditor's certificate under Clause 6.9.2 shall separately certify the capital cost of each Project component (The common infrastructure costs may be apportioned as per capacity of the project components). |
| 87.     | <b>RfS<br/>Clause 6.9.4</b> | In compliance of the.....<br>Further, the second tranche of VGF shall be released after submission of documentary evidence of minimum local content of 20% of the total project cost in BESS as per the above OM .....    | Please include the 50% from current 20% local content at the project level as it will empower the indigeneous development of BESS similar to the other utility tenders based in India.                                                                                                                                                                                                                                                               | Tender condition shall prevail.                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 88.     | <b>RfS<br/>Clause 6.9.6</b> | <b>Bank Guarantee/ISB:</b><br><b>(i)</b> Each tranche of VGF will be disbursed only after submission of Bank Guarantees (BG)/ Insurance Surety Bond (ISB) for.....<br><b>(ii) Release of Bank Guarantee/ISB:</b><br>..... | Each VGF tranche is disbursed only after submission of BG/ISB equal to the tranche amount, in addition to the PBG.<br>Kindly confirm: (i) that Insurance Surety Bonds are acceptable for all VGF tranches (as indicated) and from any IRDAI-registered insurer; (ii) that BGs are released strictly on the timelines in Cl. 6.9.6(ii) without linkage to unrelated claims; and (iii) the format of the VGF BG/ISB, which is not enclosed in the RfS. | (i) Clause is self-explanatory<br>(ii) Clause is self-explanatory<br>(iii) The terms and conditions of disbursement of VGF has already been specified in the RfS. The format of BG/ISB will be provided to the successful Bidder in due course of time after issuance of LOA.                                                                                                                                                                                                         |

| Sl. No. | Document and Clause No. | Provision of Tender                                                                                                                                                                                                                                                                                                                                                                                                                                   | Query of Bidder/s                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Reply/Comments                                                                                                                                                                                                                                                                                                                                                                                                                           |
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| 89.     | RfS<br>Clause 6.10.1    | ..... On receipt and after successful verification of the total Performance Bank Guarantee in the acceptable form, the BG submitted towards EMD shall be returned by SJVN to the successful Bidder.....                                                                                                                                                                                                                                               | Kindly confirm that for the successful bidder, the EMD BG is returned immediately upon verification of the PBG per Cl. 6.10.1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Clause is self-explanatory.                                                                                                                                                                                                                                                                                                                                                                                                              |
| 90.     | RfS<br>Clause 6.10.1    | Bidders selected by SJVN based on this RfS shall submit Performance Guarantee for a value @ <b>INR 6,00,000/MWh (Rupees Six Lakhs only/MWh)</b> corresponding to the Contracted Capacity for which PPA is being signed, prior to signing of BESPA. It may be noted that successful Bidders shall submit the Performance Guarantee according to the Format 7.3C with a validity period up to (& including) the date as on 9 months after the SCSD..... | PBG @ INR 6,00,000/MWh ( $\approx$ INR 31.8 Crore for 530 MWh) to be submitted prior to BESPA signing, valid up to 9 months after the “SCSD”; e-BG, POI and Insurance Surety Bond are acceptable alternatives.<br><br>Kindly confirm: (i) that “Scheduled Commencement of Supply Date (SCSD)” refers to the SCD defined in Cl. 6.8.2.i (the term SCSD is not defined in Section II); (ii) that the PBG shall be returned within 45 days of successful commissioning per Cl. 6.10.10 notwithstanding the stated validity; and (iii) that a single PBG for the composite 530 MWh project suffices, given Cl. 6.10.1 also states “PBG shall be submitted for each project separately”. | <b>(i)</b> It is clarified that "SCSD" referred to in Clause 6.10.1 shall be read as the Scheduled Commissioning Date (SCD) as defined under Clause 6.8.2(i) of the RfS.<br><br><b>(ii)</b> Clause 6.10.10 of the RfS/BESPA is self-explanatory and shall prevail.<br><br><b>(iii)</b> Bidder may submit separate Performance Bank Guarantees ( <b>PBGs</b> ) corresponding to 250 MW/500 MWh <b>capacity</b> and 15 MW/30 MWh capacity. |
| 91.     | RfS<br>Clause 6.11.1    | <b>Success Charges:</b><br>The Selected Bidder shall have to pay INR 1.00 Lakh/ MWh + 18% GST, corresponding to the Contracted Capacity awarded, to SJVN towards administrative overheads, coordination with State Authorities and others, DISCOM/STU, pre-commissioning and commissioning expense.....                                                                                                                                               | Being a developer mode tender, there will be huge investment to be made by BESSD & will get returns after commissioning on monthly rental basis, it is <u>requested</u> to <u>not take</u> this <u>Success Charges</u> & Payment Security <u>Deposit</u> from BESSD.                                                                                                                                                                                                                                                                                                                                                                                                                | Tender condition shall prevail.                                                                                                                                                                                                                                                                                                                                                                                                          |

| Sl. No. | Document and Clause No. | Provision of Tender                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Query of Bidder/s                                                                                                                                                                                                                                                                                                                                                                                                                                    | Reply/Comments                                                                                                                                                                                                                                                                                                                                                                    |
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| 92.     | RfS<br>Clause 6.11.1    | <b>Success Charges:</b><br>The Selected Bidder shall have to pay INR 1.00 Lakh/ MWh + 18% GST, corresponding to the Contracted Capacity awarded, to SJVN towards administrative overheads, coordination with State Authorities and others, DISCOM/STU, pre-commissioning and commissioning expense. The payment has to be made by the BESSD 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 BESPA (BESPA signing date to be intimated by SJVN), <b>whichever is later</b> .<br>..... | Success Charges of INR 1 Lakh/MWh + 18% GST ( $\approx$ INR 5.3 Crore + GST for 530 MWh) payable within 30 days of LoA or 7 days prior to BESPA signing, whichever is later.<br>Kindly confirm: (i) that the Success Charges are a one-time payment covering both project components; and (ii) whether payment can be aligned to BESPA signing (rather than 30 days from LoA) given that BESSA execution timelines are outside the bidder's control. | Clauses are self-explanatory.                                                                                                                                                                                                                                                                                                                                                     |
| 93.     | RfS<br>Clause 6.11.1    | The Selected Bidder shall have to pay INR 1.00 Lakh/ MWh + 18% GST, corresponding to the Contracted Capacity awarded, to SJVN towards administrative overheads, coordination with State Authorities and others, DISCOM/STU.....                                                                                                                                                                                                                                                                                                                                              | Kindly confirm whether the Success Charge mentioned in this tender is refundable or non-refundable.                                                                                                                                                                                                                                                                                                                                                  | The Success Charge payable under Clause 6.11.1 of the RfS is towards administrative overheads, coordination with State Authorities, DISCOM/STU, and pre-commissioning and commissioning activities /expenses. Accordingly, the Success Charge is <b>non-refundable</b> .                                                                                                          |
| 94.     | RfS<br>Clause 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.....                                                                                                                                                                                                                                                                                                                                                        | Kindly confirm whether the Payment Security Deposit (PSD) mentioned in this tender is refundable or non-refundable.                                                                                                                                                                                                                                                                                                                                  | It is clarified that the Payment Security Deposit (PSD) is <b>non-refundable</b> as per the “Guidelines for Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services” issued by MoP, GoI. Further, as mentioned in Clause 6.11.2, Modalities of operationalization of the Payment |

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| Clarification No. 1 | 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 | Page 45 of 68 |
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| Sl. No. | Document and Clause No. | Provision of Tender                                                                                                                                                                                                                                                            | Query of Bidder/s                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Reply/Comments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
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|         |                         |                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Security Deposit will be notified by SJVN at appropriate stage, through necessary guidelines / orders in line with the guidelines issued by MoP, GoI, if any in this regard.                                                                                                                                                                                                                                                                                                                                                                                                           |
| 95.     | RfS<br>Clause 6.11.2    | <b>Payment Security Fund (PSF):</b><br>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..... | Payment Security Deposit (PSD) @ Rs. 5,00,000/MWh ( $\approx$ INR 26.5 Crore for 530 MWh) payable in cash (DD/NEFT/RTGS) prior to declaration of commissioning of first part capacity; modalities of operationalization to be notified at an appropriate stage.<br>A cash deposit of this magnitude, with modalities undisclosed at bid stage, materially impacts project IRR and will be priced into the tariff by every bidder. Kindly confirm: (i) whether the PSD may be furnished as BG/ISB in lieu of cash; (ii) whether the cash deposit earns interest for the BESSD; (iii) the release timeline (we suggest release/pro-rata reduction upon establishment of a satisfactory payment track record, and in any case at expiry of BESPA); and (iv) the modalities/guidelines now, before the bid deadline, rather than at an “appropriate stage”. | It is clarified that the BESSD shall furnish a Payment Security Deposit (PSD) through DD/NEFT/RTGS.<br><br>Further, Payment Security Deposit (PSD) is <b>non-refundable</b> as per the “Guidelines for Procurement and Utilization of Battery Energy Storage Systems as part of Generation, Transmission and Distribution assets, along with Ancillary Services” issued by MoP, GoI.<br><br>The Modalities of operationalization of the Payment Security Deposit will be notified by SJVN at appropriate stage, in line with the guidelines issued by MoP, GoI, if any in this regard. |

| Sl. No. | Document and Clause No.       | Provision of Tender                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Query of Bidder/s                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Reply/Comments                                                                                               |
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| 96.     | RfS<br>Clause 6.11.2          | <b>Payment Security Fund (PSF):</b><br>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.....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Being a developer mode tender, there will be huge investment to be made by BESSD & will get returns after commissioning on monthly rental basis, it is <u>requested</u> to <u>not take</u> this Success <u>Charges</u> & Payment Security <u>Deposit</u> from BESSD.                                                                                                                                                                                                               | Tender condition shall prevail.                                                                              |
| 97.     | RfS<br>Clause 6.12.3 / 6.12.8 | <b>6.12.3:</b> The BESPAs shall be valid for a period of 12 years from the SCD or the date of commencement of supply of full Project Capacity, whichever is later. Any extension of the BESPA period beyond 12 years shall be through mutual agreement between the BESSD, Buying Entity and SJVN.<br><b>6.12.8:</b> The BESSDs are free to operate their projects after expiry of the 12 years of BESPA period if other conditions such as land lease etc., permit. However, any extension of the BESPA period beyond 12 years shall be through mutual agreements between the BESSD, SJVN and the Buying Entities, as the case may be, as approved by the Appropriate Commission, provided that the arrangements with the land and infrastructure owning agencies, the relevant transmission utilities and system operators permit operation of the Project beyond the initial period of 12 years. | BESPA valid for 12 years from SCD or commencement of full supply; extension beyond 12 years only by mutual agreement among BESSD, SJVN and Buying Entity, subject to land/infrastructure arrangements.<br>The technical life of a modern LFP BESS with mid-life augmentation is 20–25 years. A pre-agreed extension framework would allow UHBVNL to secure storage capacity for the extended period at a substantially lower tariff (asset largely depreciated and VGF-supported). | Tender condition shall prevail.                                                                              |
| 98.     | RfS<br>Clause 6.12.6          | Back-to-back Battery Energy Storage Sale Agreements (BESSAs) in respect of all rights and obligation under the between the BESSD and SJVN, will be executed by SJVN with the Buying                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | SJVN procures on back-to-back basis from BESSD and sells to UHBVNL, with BESSA obligations mirroring the BESPA; the RfS specifies payment security from the                                                                                                                                                                                                                                                                                                                        | Please refer to Clause 10.4 of BESPA for provisions regarding Payment Security Mechanism available to BESSD. |

| Sl. No. | Document and Clause No.         | Provision of Tender                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Query of Bidder/s                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Reply/Comments                                                |
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|         |                                 | Entity for sale of power to Buying Entity, with the buying entity assuming all the obligations of SJVN under the BESPA. SJVN's obligation to BESSD under the BESPA shall also be on the back- to-back basis as provided in the BESPA and the corresponding BESSA. Various provisions provided in the SJVN- BESSD BESPA shall mutatis mutandi apply to BESSA between SJVN and Buying Entity, however, BESSA assigned with Buying Entities could be in elaborated form or in short form as per consultation done with Buying Entities. Power procured from the Project awarded under this RfS shall be allocated on back-to-back basis to the Buying Entities at the discretion of SJVN, in consultation with Buying Entities. | BESSD but is silent on payment security available to the BESSD.<br>Kindly confirm: (i) the payment security mechanism available to the BESSD under the BESPA — we request an unconditional, revolving, irrevocable monthly Letter of Credit equal to at least one month's estimated billing (including GST); (ii) the Late Payment Surcharge rate and due-date under the BESPA; and (iii) that SJVN's payment obligation to the BESSD is absolute and not contingent upon receipt of corresponding payments from UHBVNL under the BESSA. |                                                               |
| 99.     | <b>RfS<br/>Clause 6.15.3(x)</b> | 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.                                                                                                                                                                                                                                                                                                                                                                           | Commissioning documentation requires invoices and lorry receipts for “solar modules, Inverters/PCUs, WMS, SCADA and DC cables... delivery of solar modules and inverters at site”.<br>The reference to solar modules/inverters appears to be carried over from a solar RfS template. Kindly confirm the equivalent documentation applicable for BESS (battery containers/racks/cells, PCS, transformers, EMS/SCADA).                                                                                                                     | Please refer to Sr. No. 20 of Amendment No 1 dated 23.08.2026 |
| 100.    | <b>RfS<br/>Clause 6.16.2</b>    | No change in the controlling shareholding of the Bidding Company or Bidding Consortium shall be permitted from the date of submission of response to RfS till the execution of the PPA.<br>Following shall not be considered as change in shareholding as mentioned above:                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Request SJVN to include following clauses in line with the similar tenders floated by various REIAs: No change in shareholding of the Bidding Company or Bidding Consortium shall be permitted from the date of submission of response to RfS till the execution of the BEDPA.                                                                                                                                                                                                                                                           | Tender condition shall prevail.                               |

**Clarification  
No. 1**

**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**

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| Sl. No. | Document and Clause No.    | Provision of Tender                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Query of Bidder/s                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Reply/Comments                                                |
|---------|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
|         |                            | i. Infusion of Fresh equity capital amongst the existing shareholders / promoters at the time of Bid Submission to meet equity requirements.<br>ii. Conversion of CCDs, CCPs etc. already issued to existing shareholders.<br>iii. Death, marriage, Divorce, minor attaining major (any legal heir who was minor at the time of signing of PPA), insolvent, insane of existing shareholders.<br>iv. Transfer of shares within the members of Immediate Promoter Group only.<br>v. Transfer of shares to IEPF<br>vi. Issue of Bonus Shares | However, in case the Project is being set up by a listed Company, this condition will not be applicable. Following shall not be considered as change in shareholding as mentioned above:<br>i- Transfer of shares within the group companies due to merger/amalgamation subject to court approval.<br>ii-Change in shareholding due to listing of the company on stock exchange<br>iii-Issue of shares upto 50% of the paid up capital<br>iv Transfer of shares upto 50% of the paid up capital |                                                               |
| 101.    | <b>RfS<br/>FORMAT 7.13</b> | .....<br>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.<br>.....                                                                                                                                                                                                                                                                                                   | The entire capacity / package of 265 MW / 530 MWh consist of Project-1 (250 MW / 500 MWh) and Project-2 (15 MW / 30 MWh). But is is mandatory to bid for whole package. So the query is in this Format 7.13, <u>how much number of Projects</u> to be filled?                                                                                                                                                                                                                                   | Please refer to Sr. No. 21 of Amendment No 1 dated 23.08.2026 |
| 102.    | <b>RfS<br/>Format 7.17</b> | .....<br>We, M/s .....[Name of the Bidder], having our registered office at..... [Address of the Company]....., do hereby declare that we fulfil the criteria mentioned under Clause-----of RfS and<br>.....                                                                                                                                                                                                                                                                                                                              | Please clarify, <u>which Clause number of RfS</u> is to be filled in this format 7.17?                                                                                                                                                                                                                                                                                                                                                                                                          | Bidder shall mention reference of Clause 4.1.9 of RfS.        |

| Sl. No. | Document and Clause No.                                                             | Provision of Tender                                                 | Query of Bidder/s                                                                                                                                                                                                                                                                            | Reply/Comments                                                                                                                                                                                                                                                                                                                                                                                |
|---------|-------------------------------------------------------------------------------------|---------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 103.    | RfS Annexure-A                                                                      | Annexure-A                                                          | TECHNICAL AND REGULATORY REQUIREMENTS TO BE FOLLOWED FOR BATTERY ENERGY STORAGE SYSTEMS:<br>Kindly provide the number of days specified for testing under this tender, along with the applicable per-unit (kWh) tariff for the power to be used during the testing and commissioning period. | It is clarified that commissioning, and testing of the Project in accordance with the applicable Law, the Grid Code, the terms and conditions of this Agreement is under the scope of BESSD. The cost of charging energy for testing and any purpose other than charging scheduled by the Buying Entity (Operational Cycles) shall be borne by BESSD.<br><br>Tender conditions shall prevail. |
| 104.    | RfS Annexure – B (BUSINESS RULES OF REVERSE AUCTION) Sr. No. 6 of Table at Page 169 | 6. Minimum Bid-Decrement: 0.01 INR                                  | Is seems that there is typo error of figure of minimum bid decrement of 0.01 INR at Annexure-B. Bidder presumes that as per Cl 5.4.4 (ii) the min bid decrement is at least <u>Rs. 1000/MW/month.</u> Please confirm.                                                                        | Please refer to Sr. No. 23 of Amendment No 1 dated 23.08.2026                                                                                                                                                                                                                                                                                                                                 |
| 105.    | RfS Annexure D                                                                      | Time-block Availability, (TA)= (Xi/Zi) + (Yi/Zi)                    | If SJVN has not schedule any charging power and BESSD charges the battery availability for this case should be NA and not '0'. Since TA= (Xi/Zi) is not defined for such case. Also BESSD will incur penalty under DSM. Hence for this case charging availability should be 'NA'.            | Tender condition shall prevail.                                                                                                                                                                                                                                                                                                                                                               |
| 106.    | BESPA Clause 1.1 ARTICLE 1                                                          | Due Date shall mean the fifty (50th) day after a Monthly Bill ..... | It is requested change the “Due date” period from 50 days to 30 days. Most of PSU prefer this terms.                                                                                                                                                                                         | Tender condition shall prevail.                                                                                                                                                                                                                                                                                                                                                               |

Clarification  
No. 1

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

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| Sl. No. | Document and Clause No.                                     | Provision of Tender                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Query of Bidder/s                                                                                                                                                                                                                                                                                                                                                                        | Reply/Comments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
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|         | (Definitions)                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 107.    | <b>BESPA<br/>Clause 1.1<br/>ARTICLE 1<br/>(Definitions)</b> | 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];                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Clarify SCSD date                                                                                                                                                                                                                                                                                                                                                                        | Please refer to Sr. No. 24 of Amendment No 1 dated 23.08.2026                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 108.    | <b>BESPA<br/>Clause 2.1.3</b>                               | .....<br>The Parties agree that in the event the order of adoption of tariff as mentioned above is not issued by the Appropriate Commission within the time specified above, this shall entail a corresponding extension in Scheduled Commissioning Date (SCD) of the Projects for equal number of days for which the Appropriate Commission order has been delayed beyond the above deadline.<br>.....                                                                                                                                                                                                                                                                                 | Tariff-adoption delay extends SCD “day for day” with no stated outer limit.<br>Is there any cap on SCD extension on account of delay in tariff adoption by the Appropriate Commission                                                                                                                                                                                                    | Clause is self-explanatory.                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 109.    | <b>BESPA<br/>Clause 4.1.1(a) /<br/>(b)</b>                  | a) The BESSD shall be offered land on Right to Use / Lease / Sub-lease / licensing arrangement (as applicable) not later than 60 days from the Effective Date of BESPA. BESSD shall promptly comply with all the statutory / non-statutory, legal requirements including but not limited to signing of any agreement, payment of considerations etc. as per the offer made for the land. The BESSD shall submit duly executed documents/Agreements to establish possession/right to use the required land area in the name of the BESSD for a period not less than the complete term of the BESPA, on or before the SCD failing which Commissioning of the Project will not be allowed. | Scope/responsibility for site civil infrastructure — boundary wall, perimeter fencing, internal roads, grading, drainage, security infrastructure.<br>(a) Clarify whether site levelling, approach road, boundary wall/fencing and drainage fall entirely within BESSD scope and cost, or whether any portion (e.g. approach road up to land boundary) will be provided by UHBVNL/HVPNL. | It is clarified that all activities relating to site development and civil infrastructure, including but not limited to site levelling, approach road, boundary wall/perimeter fencing, internal roads, drainage, security infrastructure, and all other associated works required for development of the Project, shall be in the scope of the BESSD. Bidders shall make their own assessment of the scope and associated costs based on the provisions of the RfS/BESPA and their own due diligence. |

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|         |                         | b) The BESSD shall be solely responsible and make arrangements for associated infrastructure for development of the Project and for Connectivity with the STU till Delivery Point for confirming the evacuation of power by the Scheduled Commissioning date and all clearances related thereto. However, it is clarified that the Project shall be interconnected to the ...220kV Bus of 400/220kV Substation, ..... [Insert the name of the S/s selected for] substation in Haryana. Connectivity has been assured to be provided to the BESSD, and necessary applications in this regard, will be required to be made by the BESSD. All the requisite costs associated including fees with obtaining connectivity shall be borne by the BESSD. |                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                  |
| 110.    | BESPA Clause 4.2.3      | The responsibility of getting connectivity with the transmission system up to the Interconnection Point / Delivery point, will lie with the BESSD. The transmission of power up to the point of interconnection where the metering is done for energy accounting shall be the responsibility of the BESSD at his own cost. The maintenance of Transmission system up to the designated point as per the applicable terms and conditions shall be the responsibility of the BESSD. All costs, charges and losses up to and including at the Interconnection Point associated with this arrangement will also be borne by the BESSD.                                                                                                                | In periods when the BESS is connected to the grid but is neither charging nor discharging, kindly clarify how the associated active power consumption and reactive power draw/injection shall be measured, accounted for, and settled. Further, please specify the applicable tariff/rate and the responsible agency for settlement of such energy and reactive power losses. | Such consumption shall be considered as auxiliary consumption and shall be borne by the BESSD as per as per the prevailing Retail Tariff Schedule of the HERC. The Reactive power charges shall be on account of the Buying Entity/BESSD at their respective ends during charging and discharging, as per CERC/SERC regulations. |

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| 111.    | BESPA Clause 4.2.3      | The responsibility of getting connectivity with the transmission system up to the Interconnection Point / Delivery point, will lie with the BESSD. The transmission of power up to the point of interconnection where the metering is done for energy accounting shall be the responsibility of the BESSD at his own cost. The maintenance of Transmission system up to the designated point as per the applicable terms and conditions shall be the responsibility of the BESSD. All costs, charges and losses up to and including at the Interconnection Point associated with this arrangement will also be borne by the BESSD.                      | Proposed Clause:<br><br>The responsibility of getting connectivity with the transmission system up to the Interconnection Point / Delivery point, will lie with the BESSD SJVN. The transmission of power up to the point of interconnection where the metering is done for energy accounting shall be the responsibility of the BESSD at his own cost. The maintenance of Transmission system up to the designated point as per the applicable terms and conditions shall be the responsibility of the BESSD. All costs, charges and losses up to and including at the Interconnection Point associated with this arrangement will also be borne by the BESSD.<br><br>As charging power in the scope of SJVN, Grant of connectivity may be in the scope of SJVN, this will help to complete project as per timeline. | The scope and responsibility for obtaining connectivity with the transmission system up to the Interconnection Point/Delivery Point shall remain with the BESS Developer in accordance with the provisions of the RfS/BESPA.<br><br>Tender conditions shall prevail.                                                                                                                                                                                                                                                 |
| 112.    | BESPA Clause 4.2.4      | The BESSD shall be responsible for obtaining Connectivity and executing connectivity agreement as per provision of latest Grid Connectivity and Intrastate Open Access Regulations issued by SERC/HERC, for evacuation of the Contracted Capacity and maintaining it throughout the term of the Agreement. It is further clarified that the Entities (BESSD and Buying Entity) as indicated in the Detailed Procedure issued subsequently under the HERC's relevant Grid Connectivity and Intra-state Open Access Regulations (As amended from time to time), will be responsible for their respective obligation as notified in the Detailed Procedure | Kindly confirm the following with respect to metering, billing, transmission charges, and applicable losses for the BESS Project:<br>i. As the metering and billing of the BESS Developer (BESSD) shall be carried out at the identified 220 kV connectivity bay, which shall constitute the Delivery Point, it is understood that all technical losses up to the Delivery Point shall be inherently accounted for through the metering arrangement. Accordingly, no additional technical losses shall be borne by the BESSD beyond the Delivery Point. Further, where the entire connectivity infrastructure up to the Delivery Point is developed and owned by the BESSD, no separate transmission/wheeling/network usage charges shall be applicable up to the Delivery Point. Kindly confirm.                     | It is clarified that the transmission of power up to the point of interconnection where metering is done for energy accounting, shall be the responsibility of the BESSD at its own cost and accordingly all such costs shall be borne by the BESSD. Further, The Buying Entity/UHBVNL shall bear the applicable charges and losses during the discharge of the ESS component beyond Delivery Point. All such charges and losses shall be in accordance with the applicable govt rules/regulations and Bidder has to |

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|         |                           | irrespective of the provisions of the RfS, BESPA and BESSA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <p>ii. It is understood that the BESSD shall be required to bear only the applicable connectivity-related charges/fees for obtaining and maintaining grid connectivity. Kindly confirm whether any transmission charges, wheeling charges, network usage charges, or similar charges shall be applicable on the BESSD for charging and discharging operations.</p> <p>iii. Kindly specify all other applicable charges, losses, and commercial liabilities associated with charging and discharging operations.</p> | carry out own assessment and due diligence in this regard before submitting bid.                                                                                                                                      |
| 113.    | <b>BESPA Clause 4.2.4</b> | The BESSD shall be responsible for obtaining Connectivity and executing connectivity agreement as per provision of latest Grid Connectivity and Intrastate Open Access Regulations issued by SERC/HERC, for evacuation of the Contracted Capacity and maintaining it throughout the term of the Agreement. It is further clarified that the Entities (BESSD and Buying Entity) as indicated in the Detailed Procedure issued subsequently under the HERC's relevant Grid Connectivity and Intra-state Open Access Regulations (As amended from time to time), will be responsible for their respective obligation as notified in the Detailed Procedure irrespective of the provisions of the RfS, BESPA and BESSA. | <p>Omitted.</p> <p>As charging power in the scope of SJVN, Grant of connectivity may be in the scope of SJVN, this will help to complete project as per timeline.</p>                                                                                                                                                                                                                                                                                                                                               | Tender condition shall prevail.                                                                                                                                                                                       |
| 114.    | <b>BESPA Clause 4.2.7</b> | BESSD needs to carry out inter-device interaction studies for BESS with RE generation (Wind/Solar) and STATCOMs in nearby substations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <p>Requires harmonic, transient/dynamic, small-signal stability, SSO/SSR/SSCI studies by "BESS Developer(s)"</p> <p>Please clarify whether these grid-interaction studies are to be conducted individually by each successful BESSD</p>                                                                                                                                                                                                                                                                             | Only one bidder shall be selected as the successful BESSD under the RfS. Accordingly, the grid interaction studies specified under Clauses 4.2.7 and 4.2.9 of the BESPA shall be carried out by the successful BESSD. |

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|         |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | or jointly/pooled for all BESS developers connecting to the same substation on cost sharing basis.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 115.    | <b>BESPA Clause 4.2.7</b> | BESSD needs to carry out inter-device interaction studies for BESS with RE generation (Wind/Solar) and STATCOMs in nearby substations.                                                                                                                                                                                                                                                                                                                                           | Omitted.<br><br>As BESS is standalone, this study may not require.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Bidders shall carry out the required inter-device interaction studies, as applicable, based on the Project configuration, the requirements of the concerned STU/appropriate authority, and the provisions of the RfS/BESPA.<br>Tender conditions shall prevail.                                                                                                                                                                                                                                                                                                                     |
| 116.    | <b>BESPA Clause 4.2.8</b> | Following studies may be conducted (not limited to below) by BESS Developer(s) in this regard:<br>i) Harmonic studies considering network and BESS system along with flicker studies<br>ii) Transient and dynamic studies<br>iii) Small signal stability studies<br>iv) Sub-Synchronous Oscillations/ Sub-Synchronous Resonance / Sub-Synchronous Torsional Interaction studies<br>v) Sub-synchronous control interactions studies between different converters based equipment. | Clause 4.2.8 requires the BESSD to undertake various grid integration and stability studies, including harmonic and flicker studies, transient and dynamic studies, small signal stability studies, Sub-Synchronous Oscillation (SSO)/Sub-Synchronous Resonance (SSR)/Sub-Synchronous Torsional Interaction (SSTI) studies, and sub-synchronous control interaction studies. In this regard, kindly provide:<br>i. The applicable methodology, acceptance criteria, standards, and study requirements for each of the above studies.<br>ii. The format/template in which the study reports are required to be submitted.<br>iii. The network model, system data, and relevant inputs to be considered for carrying out these studies.<br>iv. Sample study reports, reference reports, or illustrative formats (if available) to ensure uniformity in assumptions, analysis methodology, and report | The studies under Clause 4.2.8 of the BESPA shall be carried out by the BESS Developer in accordance with the applicable Grid Code, CEA/CERC/HERC regulations, relevant Indian / International Standards, and the requirements of the concerned STU / Transmission Licensee / appropriate authority, as applicable. No separate methodology, templates, network model, system data, sample reports, or reference reports shall be provided by SJVN. Bidders shall make their own assessment of the applicable requirements and associated scope for the purpose of bid preparation. |

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|         |                         |                                                                                                                                                                                                                                                                                                   | submission.<br>The above information will enable bidders to accurately assess the scope, effort, timelines, and costs associated with the required grid studies and ensure consistency in compliance across all bidders.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Tender conditions shall prevail.                                                                                                                                                                                                                                                                                                           |
| 117.    | BESPA Clause 4.2.9      | In addition, BESS system shall need comply to requirements / performance parameters stipulated in CEA (Technical Standards for Connectivity to the Grid) Regulations, 2007 and its amendments or equivalent HERC Regulations.                                                                     | Requires harmonic, transient/dynamic, small-signal stability, SSO/SSR/SSCI studies by “BESS Developer(s)”<br><br>Please clarify whether these grid-interaction studies are to be conducted individually by each successful BESSD or jointly/pooled for all BESS developers connecting to the same substation on cost sharing basis.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Only one bidder shall be selected as the successful BESSD under the RfS. Accordingly, the grid interaction studies specified under Clauses 4.2.7 and 4.2.9 of the BESPA shall be carried out by the successful BESSD.                                                                                                                      |
| 118.    | BESPA Clause 4.4        | <b>COMMUNICATION EQUIPMENT REQUIREMENT AT STU END:</b><br>BESSD will provide communication equipment’s as per Regulations on Communication System for transmission of electricity and other Regulations/Procedures (as amended from time to time) issued by Appropriate Commissions and CEIG/CEA. | BESSD to provide communication equipment in accordance with the applicable Communication System Regulations, CEA Regulations, and related procedures. In this regard, kindly specify the detailed communication system requirements, including:<br>i. Communication equipment to be installed at the BESS site and the connectivity substation.<br>ii. SCADA, RTU, AGC, telemetry, PMU, GPS time synchronization, and energy accounting requirements.<br>iii. Communication architecture, protocols, redundancy requirements, cybersecurity provisions, and integration requirements with SLDC/RLDC/MPPTCL systems.<br>iv. Fiber optic communication requirements, interface points, and responsibility for communication links beyond the BESS premises.<br>v. Applicable technical specifications, standards, and approval requirements.<br>The above information is required to accurately estimate | The communication system requirements shall be as per the applicable CEA Regulations, Communication System Regulations, Grid Code, and the requirements of the concerned SLDC / STU / appropriate authority. Bidders shall make their own assessment of the applicable scope and associated costs.<br><br>Tender conditions shall prevail. |

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|         |                         |                                                                                                                                                                                             | the communication system scope and associated project costs during bid preparation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                  |
| 119.    | BESPA Clause 4.6.2(iii) | Degradation Table                                                                                                                                                                           | Minimum dispatchable capacity<br>Please clarify the assumed cycling regime DoD%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | The minimum dispatchable capacity and degradation requirements shall be as specified in Clause 4.6.2(iii) of the BESPA. No separate assumptions regarding cycling regime or Depth of Discharge (DoD) are stipulated. Bidders shall quote their bids accordingly. |
| 120.    | BESPA Clause 4.7.6      | .....<br>In case of delay in commissioning of Project due to reasons beyond the reasonable control of the BESSD, SJVN may extend the SCD after examining the issue on a case-to-case basis. | The Initial Contracted Capacity (ICC) will be adjusted to reflect standard battery technical specifications. This adjusted capacity will be declared as the Technical Baseline Capacity (TBC) before the first charging cycle begins.<br><br>The BESS capacity degrades over time due to electrochemical aging, whether the system is in service or idle. In case of delays that are not attributed to BESSD, the Initial Contracted Capacity (ICC) will be adjusted to reflect standard battery technical specifications. This adjusted capacity will be declared as the Technical Baseline Capacity (TBC) before the first charging cycle begins. Crucially, as BESSD is not responsible for the delay, all subsequent monthly realization, performance, and revenue calculations shall be based upon the original Initial Contracted Capacity (ICC), and not the TBC | Tender condition shall prevail.                                                                                                                                                                                                                                  |

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| 121.    | <b>BESPA Clause 4.9.1</b> | ACCEPTANCE/PERFORMANCE TEST: Prior to synchronization of the Project, the BESSD shall be required to get the Project certified for the requisite test including for safety as may be laid down by CEIG or an agency identified by the State government to carry out testing and certification for the Battery Energy Storage projects. Further, BESSD shall ensure that all technical, acceptance and performance criteria as specified in RfS Documents and Guidelines are also complied and maintained.                                                                                                                                                                          | Kindly specify the applicable safety testing standards, procedures, and acceptance criteria for BESS projects. Further, please clarify the certification requirements, competent certifying authority, and documents required to demonstrate compliance prior to project synchronization.                                                                                                                                                                                                                                                  | Technical and Regulatory requirements to be followed for Battery Energy Storage Systems are broadly mentioned in Annexure-A. Further, The Projects shall also comply with the HERC/CEIG/CEA (Measures relating to Safety and Electric Supply) Regulations and other applicable rules/regulations in this regard, including subsequent amendments and clarifications issued thereto. |
| 122.    | <b>BESPA Clause 5.1.4</b> | The BESSD shall immediately after each synchronization / tripping of system, inform the sub-station of the Grid System to which the Project is electrically connected in accordance with applicable Grid Code under intimation to SJVN and the buying entity. In addition, the BESSD at its own risk and cost, will be required to arrange for the charging and discharging of power for carrying out operational/ functional test prior to commercial operation as well as for commissioning of the Project. For avoidance of doubt, it is clarified that Synchronization / Connectivity of the Project with the grid shall not to be considered as Commissioning of the Project. | Kindly confirm whether the BESS Developer (BESSD) shall be permitted, after obtaining the requisite approvals and grid connectivity, to charge the BESS from the grid and undertake energy discharge/sale through Open Access prior to Final Commissioning/COD of the Project. If permitted, kindly clarify the applicable regulatory framework, approvals, commercial arrangements, energy accounting methodology, and treatment of such operations with respect to commissioning obligations and performance guarantees under the BESPA. | It is clarified that energy discharge/sale through Open Access prior to Final Commissioning/COD of the Project may be allowed only after giving the first right of refusal to the SJVN/Buying Entity(ies).                                                                                                                                                                          |
| 123.    | <b>BESPA Clause 5.1.5</b> | The BESSD shall commission the Project as detailed in "Commissioning Procedure mentioned in RfS" within Eighteen (18) Months from the Effective Date of BESPA.....                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Kindly confirm that the RfS specifies the Scheduled Commissioning Date (SCD) as 15 months from the Effective Date of the BESPA, whereas the BESPA specifies that the Project shall be commissioned within 18 months from the Effective Date of the BESPA. Kindly clarify this discrepancy.                                                                                                                                                                                                                                                 | Please refer to Sr. No. 25 of Amendment No 1 dated 23.08.2026                                                                                                                                                                                                                                                                                                                       |

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| 124.    | <b>BESPA Clause 5.1.8</b> | The BESSD shall submit requisite documents At least 30 days prior to trial run of the Project:<br>.....<br>x) Invoices against purchase of the Batteries, Inverters/PCUs, SCADA and BMS along with the summary sheet containing the list of all the invoices, inverters including details and number of items. Lorry Receipts for delivery of Project components at site along with certified summary sheet by the authorized signatory. | Since BESSD is providing the Battery Project capacity to utility based on fixed monthly charges, it is requested that an undertaking may kindly be obtained from BESSD confirming the supply of the specified equipment, as the corresponding invoice documents involve third party information and are confidential in nature and cannot be shared.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Tender condition shall prevail.                                                                                                                                                                                                                                                                                                                                                                                                         |
| 125.    | <b>BESPA Clause 6.1.4</b> | The BESSD shall take separate, metered connection for the Auxiliary Power load of BESS. Cost of Auxiliary power shall be borne by the BESSD as per the concerned Central / State regulations.                                                                                                                                                                                                                                            | Proposed Clause:<br>The BESSD shall take separate, metered connection for the Auxiliary Power load of BESS. Cost of Auxiliary power shall free of cost and provided by CSPDCL.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Tender condition shall prevail.                                                                                                                                                                                                                                                                                                                                                                                                         |
| 126.    | <b>BESPA Clause 6.1.4</b> | The BESSD shall take separate, metered connection for the Auxiliary Power load of BESS. Cost of Auxiliary power shall be borne by the BESSD as per the concerned Central/State regulations.                                                                                                                                                                                                                                              | Auxiliary power consumption is a significant cost component over the BESPA tenure. While auxiliary energy required for routine charging/discharging operations can be reasonably estimated, consumption associated with reactive power support, voltage regulation, power quality improvement, grid stabilization, and other grid support functions cannot be accurately quantified at the bidding stage as it depends on actual grid conditions and dispatch requirements. Further, auxiliary power tariffs and associated charges may vary during the contract period due to regulatory and utility-driven revisions, exposing the BESS Developer to unquantifiable commercial risks. It is also pertinent to note that the Utility generally procures power under long-term arrangements extending up to 25 years, whereas the BESS Developer is required | The provisions with regard to Auxiliary Power are clearly mentioned in Clause 6.7.1 f(iii) of RfS Document.<br><br>The consumer category of BESSD for Aux. Power Consumption shall be as per the prevailing Retail Tariff Schedule of the HERC.<br><br>It is further clarified that all expenses towards auxiliary power consumption, including any variation in tariff and associated charges during tenure of BESPA will be under the |

| Sl. No. | Document and Clause No. | Provision of Tender                                                                                                             | Query of Bidder/s                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Reply/Comments                                                                            |
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|         |                         |                                                                                                                                 | to commit to a fixed BESPA tariff for 15 years while bearing the uncertainty of auxiliary power costs throughout the contract period. Such an arrangement exposes the BESS Developer to significant commercial risks that cannot be reasonably assessed or priced at the time of bidding. Accordingly, the following clarifications are requested:<br>a) Kindly specify the source of auxiliary power and the applicable tariff, including all applicable charges such as transmission, wheeling, open access, cross-subsidy surcharge, additional surcharge, SLDC charges, losses, and other statutory levies.<br>b) Kindly clarify whether procurement of auxiliary power through Open Access shall be permitted.<br>c) Kindly confirm whether any variation in auxiliary power tariff and associated charges during the BESPA period shall be treated as a pass-through or reimbursable item.<br>d) Alternatively, consider providing an auxiliary energy consumption allowance (up to 5% of discharged energy) or an equivalent compensation mechanism to cover auxiliary consumption and grid support services. Suitable provisions may be incorporated in the BESPA to protect the BESS Developer from financial impacts arising from variations in auxiliary power tariffs, network charges, statutory levies, and regulatory requirements during the contract period. | scope of the BESSD and will be borne by the BESSD.<br><br>Tender condition shall prevail. |
| 127.    | <b>BESPA Clause 9.2</b> | GST/taxes levied on the energy storage facility provided by the BESSD, if any, shall be passed on through to the Buying Entity. | Kindly clarify the mechanism for pass-through of GST to Buying Utility. Specifically, please confirm whether GST applicable on the Monthly Fixed Charges and any other payments under the Agreement shall be reimbursed/payable by buying utility at actuals over and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Please refer to Sr. No. 27 of Amendment No 1 dated 23.08.2026                             |

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| Clarification No. 1 | 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 | Page 60 of 68 |
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| Sl. No. | Document and Clause No.    | Provision of Tender                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Query of Bidder/s                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Reply/Comments                                                                                                                                                                                                                                                                 |
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|         |                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | above the quoted tariff/charges, subject to submission of valid tax invoices and compliance with applicable GST provisions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                |
| 128.    | <b>BESPA Clause 10.1.4</b> | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | RfS Clause 6.1.4 provides that the Buying Entity shall secure the charging power for the BESS Project. However, Article 10.1.4 of the BESPA states that the BESSD shall make arrangements and payments for import of energy and other charges required for supply/offer of the Contracted Capacity. Kindly clarify that Article 10.1.4 is intended only to require the BESSD to undertake the operational and regulatory arrangements for import of charging energy, and that the procurement cost of charging energy and associated charges allocated to the Buying Entity under Clause 6.1.4 of the RfS shall continue to be borne by the Buying Entity and shall not constitute a cost to be absorbed by the BESSD.                                  | Please refer to Sr. No. 28 of Amendment No 1 dated 23.08.2026                                                                                                                                                                                                                  |
| 129.    | <b>BESPA Clause 10.2.1</b> | <p>The BESSD 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 BESSD for drawl of power, payment of reactive energy charges, Metering charges or any other charges as per guidelines of SERC/CERC, if applicable).</p> <p>Each Monthly Bill shall include all charges as per this Agreement for the energy supplied for the relevant Month based on Energy Accounts issued by RPC/SLDCs/ JMR or any other competent authority which shall be binding on both the Parties. The Monthly Bill amount shall be the</p> | <p>As per Schedule-2, the DSM/UI Reports are to be published by the concerned Regional Power Committee (RPC). However, for STU connected BESS project, kindly clarify the designated authority responsible for preparation, issuance, and validation of the DSM/UI Reports. Further, please confirm the agency responsible for DSM accounting, settlement, and issuance of related statements for such projects.</p> <p>Additionally, kindly confirm whether, in the absence of published DSM/UI Reports, the BESS Developer (BESSD) shall be permitted to raise invoices based on SCADA data and/or Special Energy Meter (SEM) readings. If so, please specify the methodology for validation and certification of such data for billing purposes.</p> | <p>The authority for preparation, issuance, and validation of the DSM Reports will be the concerned SLDC or any other authority designated by the Govt.</p> <p>Further, methodology for raising monthly bills are clearly stipulated in the BESPA and is self explanatory.</p> |

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|         |                            | product of the energy as per Energy Accounts and the Applicable Tariff. Energy drawn from the grid will be regulated as per the regulations of respective State the Project is located in.                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                 |
| 130.    | <b>BESPA Clause 10.3.2</b> | All payments required to be made under this Agreement shall also include any deduction or set off for:<br>i) deductions required by the Law; and<br>ii) amount claimed by SJVN, if any, from the BESSD, will be adjusted from the monthly energy payment. In case of any excess payment adjustment, 1.25% surcharge will be applicable on day to day basis.<br>..... | It is requested that the surcharge applicable on delayed payments by the BESSD may kindly be aligned with the Late Payment Surcharge (LPS) provisions specified under Clause 10.3.3 for delayed payments by SJVN to the BESSD. This will ensure parity and equitable treatment of both Parties with respect to interest/surcharge on outstanding dues.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Tender condition shall prevail. |
| 131.    | <b>BESPA Clause 10.3.5</b> | For payment of any Bill on or before Due Date, the following Rebate shall be paid by the BESSD to SJVN in the following manner.<br>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.                                                                                 | It is requested that the rebate provisions may kindly be aligned with Section 58 of the Central Electricity Regulatory Commission (Terms and Conditions of Tariff) Regulations, 2019. Accordingly, a rebate of 1.5% on the billed amount for payment made through letter of credit or otherwise within five (5) days of presentation of the bill may be allowed, instead of the presently stipulated period of ten (10) days.<br><br>Further, it is requested that all other provisions relating to rebate, including the methodology for computation, applicability, and conditions for availing such rebate, may also be aligned with the provisions specified under Section 58 of the CERC (Terms and Conditions of Tariff) Regulations, 2019, so as to maintain consistency with prevailing regulatory provisions applicable in the power sector. | Tender condition shall prevail. |

| Sl. No. | Document and Clause No. | Provision of Tender                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Query of Bidder/s                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Reply/Comments                  |
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| 132.    | BESPA Clause 10.3.5     | <p>For payment of any Bill on or before Due Date, the following Rebate shall be paid by the BESSD to SJVN in the following manner.</p> <p>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.</p> <p>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 %.</p> <p>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.</p> <p>(d).....</p> <p>(e).....</p> <p>.....</p> | <p>For payment of any Bill on or before Due Date, the following Rebate shall be paid by the BESSD to SJVN in the following manner. a) A Rebate of 0.3% 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. 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 %.</p> <p><del>no rebate shall be allowed. 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.</del></p> <p>The 1.5% early payment discount within 10 days is too steep, equating to an effective 4-5% monthly interest and 54% annual interest burden on BESSD. Even when compared to the Ministry of Power's (MoP's) Late Payment Surcharge (LPSC) Rules, 2022, which allows an annual interest rate of SBI MCLR + 5% (approximately 13–14% annually) for delays, the early payment incentive remains significantly higher than the LPSC's penalty ceiling. To ensure fairness and align with industry norms, we recommend revising this discount from 1.5% to 0.3% of the Monthly Invoice.</p> | Tender condition shall prevail. |
| 133.    | BESPA Clause 10.4       | <p><b>10.4.1</b> SJVN shall provide to the BESSD, in respect of payment of its Monthly Bills and/or Supplementary Bills, a monthly unconditional, revolving and irrevocable letter of credit (“Letter of Credit”), opened and maintained which may be drawn upon by the BESSD in accordance with this Article.</p> <p><b>10.4.2</b> Before the start of supply, SJVN shall,</p>                                                                                                                                                                                                                                                                                                                       | Please confirm whether provision of a Payment Security Mechanism (PSM), such as Letter of Credit or Escrow, is included under the proposed BESPA to ensure timely payment of capacity charges to the BESS Developer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Clauses are self-explanatory.   |

Clarification  
No. 1

**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**

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|         |                            | through a scheduled bank, open a Letter of Credit in favour of the BESSD, to be made operative from a date prior to the Due Date of its first Monthly Bill under this Agreement. The Letter of Credit shall have a term of twelve (12) Months and shall be renewed annually, for an amount equal to:<br>i) for the first Contract Year, equal to 110% of the estimated average monthly billing<br>ii) for each subsequent Contract Year, equal to 110% of the average of the monthly billing of the previous Contract Year. |                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 134.    | <b>BESPA Clause 10.8.4</b> | In compliance of the MoP, GoI OM No-No.48-1512112025 - NRE, Government of India Ministry of Power dt 24/12/2025, the first tranche of VGF shall be released after submission of an Undertaking by the BESSD as per Format 7.15 of RfS Document. Further, the second tranche of VGF shall be released after submission of documentary evidence of minimum local content of 20% of the total project cost in BESS as per the above OM No-No.48-1512112025 - NRE, Government of India Ministry of Power dt 24/12/2025.         | Requires 20% local content for release of the 2nd VGF tranche, per MoP OM dated 24.12.2025. Please clarify the methodology/certification format for demonstrating “20% local content of total project cost” | The requirement relating to achievement of 20% local content for release of the second tranche of VGF shall be governed by the provisions of the Ministry of Power Office Memorandum dated 24.12.2025 and the applicable guidelines / instructions issued thereunder. Further, a certificate from the statutory auditor or cost auditor (in the case of a company), certifying the percentage of local content, shall be submitted by the BESSD as per provision of Format 7.13 of RfS. |
| 135.    | <b>BESPA Clause 12.1.1</b> | In this Article 12, the term “Change in Law” shall refer to the occurrence of any of the following events, only after .....[last date of bid submission], including any enactment or amendment or repeal of any law, which have a                                                                                                                                                                                                                                                                                           | Please confirm whether Change in Law provisions include future amendments related to battery safety, recycling, or energy storage regulations                                                               | The provisions related to “Change in Law” are clearly stipulated in Article 12 of BESPA and are self-explanatory.                                                                                                                                                                                                                                                                                                                                                                       |

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|         |                                                                                                                             | <p>direct effect on the Project, leading to corresponding changes in the cost requiring change in tariff, and includes</p> <p>(i) .....</p> <p>(ii) .....</p> <p>(iii) .....</p> <p>(iv) .....</p> <p>However, Change in Law/Regulation shall not include-</p> <p>(i) .....</p> <p>(ii) .....</p> <p>(iii) .....</p> <p>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.</p>                                                                                        |                                                                                                   | Tender condition shall prevail.                               |
| 136.    | <b><u>Maps Diagrams</u></b><br><b><u>BESS 2 Clause 1</u></b><br><b>under</b><br><b>"Agreement</b><br><b>(Right to Use)"</b> | 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 <b>18 months</b> 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. | Clarify SCD period (18/15 months)                                                                 | Please refer to Sr. No. 31 of Amendment No 1 dated 23.08.2026 |
| 137.    | <b>General Query</b>                                                                                                        | Final Bid Price (Including GST / Excluding GST)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Kindly confirm whether the Total INR Price should be quoted inclusive of GST or exclusive of GST. | Please refer to Sr. No. 18 of Amendment No 1 dated 23.08.2026 |

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| 138.    | General                        |                                                   | <p>Please confirm whether capacity charges are payable on MW availability, irrespective of actual MWh dispatched by SJVN/UHBVNL.</p> <p>As per the RFS the BESS degradation is allowed Y-o-Y, we understand that the capacity charges are fixed throughout the tenure of BESPA.</p> <p>For instance, if the BESPA Capacity Charge is INR 300000 / MW/Month for a BESPA capacity of 225 MW. The monthly capacity charges paid to BESSD is INR 300000 *225<br/>= INR 6,75,00,000/- (Rupees 6.75 Cr.) per month for entire 12 years</p>                                                               | It is clarified that the tariff (in Rs/MW/Month) shall be payable based on the BESS Capacity in accordance with the provisions of the RfS/BESPA, subject to compliance with the Performance requirements stipulated under the RfS. |
| 139.    | General Black Start Capability |                                                   | Kindly clarify whether black start capability is mandatory for the ESS system.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Please refer to Sr. No. 22 of Amendment No 1 dated 23.08.2026                                                                                                                                                                      |
| 140.    | General                        | 1st Time Charging                                 | Kindly clarify the provision and source of construction power and commissioning power for the project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | The arrangement of construction power and commissioning power is under scope of the BESSD and such costs shall be borne by the BESSD.                                                                                              |
| 141.    | General                        | Kindly clarify Land Availability for BESS Project | <p>The tender document does not specify the extent of land to be provided. However, during the pre-bid meeting, it was informed that the Authority has approval for 10 acres of land. Kindly confirm the total land area that will be made available for the project and whether the entire approved 10- acre land parcel will be provided.</p> <p>For a 530 MWh BESS project, approximately 16 to 20 acres of land would be required. Kindly confirm whether the Authority will provide the required land area for the project and specify the total land area proposed to be made available.</p> | Please refer to Sr. No. 2 of Amendment No 1 dated 23.08.2026                                                                                                                                                                       |

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| 142.    | General                 | Transmission Connectivity and Evacuation Infrastructure | Kindly clarify the distance between the proposed project site and the nearest transmission line/substation.<br><br>Please also provide details of the identified interconnection/evacuation point for the project.                                                                                                                             | The <b>GELO/SLD of the 220 kV Switchyard indicating the proposed bay allocation</b> and the <b>routing plan for the transmission line</b> have already been uploaded along with the RfS on the ISN-ETS Portal. Bidders are advised to visit the project site and familiarize themselves with the site conditions before submitting bid. |
| 143.    | General                 | -                                                       | As per the tender requirements, 10 acres of land have been allocated for the 530 MWh BESS project. However, based on the layout prepared for the BESS system along with the 220 kV switchyard, the minimum land requirement is 14 acres to accommodate all facilities while maintaining the necessary clearances and operational requirements. | Please refer to Sr. No. 2 of Amendment No 1 dated 23.08.2026                                                                                                                                                                                                                                                                            |
| 144.    | General                 | -                                                       | Kindly provide the tariff rate for auxiliary consumption along with the category of connection for better clarity in risk assessment and bid preparation.                                                                                                                                                                                      | The consumer category of BESSD for Aux. Power Consumption shall be as per the prevailing Retail Tariff Schedule of the HERC.                                                                                                                                                                                                            |
| 145.    | General                 | -                                                       | Kindly specify the typical idle/on-duration between charge and discharge cycles in the proposed BESS operation, so that the average SOC can be maintained within OEM-recommended limits to ensure compliance with warranty and life-expectancy requirements.                                                                                   | The provisions regarding charging/discharging cycles are clearly mentioned in Clause 6.7.1 of RfS and are self-explanatory.                                                                                                                                                                                                             |
| 146.    | General                 | -                                                       | Rapid large swings in charge/discharge power (in session operation) cause thermal transients and increased electrical stress that can shorten battery and PCS life unless the cooling system, BMS/EMS, and balance-of-plant are specifically designed, demonstrated and warranted for those exact duty cycles; please confirm                  | The charging/discharging of the BESS shall be scheduled in accordance with the provisions of the RfS/BESPA. The BESS Developer shall design and supply the BESS to meet the technical and performance                                                                                                                                   |

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|         |                         |                     | whether SJVN will (a) provide the representative dispatch profile for warranty evaluation or (b) require suppliers to guarantee life under any arbitrary any session of full-cycle/day schedule at variable power.                                                                                                                                       | requirements specified in the RfS/BESPA. No separate representative dispatch profile shall be provided by SJVN. Bidders shall make their own assessment and carry out necessary due diligence for the purpose of bid preparation. Tender conditions shall prevail. |
| 147.    | General                 | -                   | In case the L1 bidder fails to execute the LOA or withdraws after bid discovery, the capacity should be offered to the L2 bidder at the tariff quoted by the L2 bidder, subject to acceptance by the L2 bidder. This will ensure timely implementation of the project and avoid the need for re-tendering, which may lead to delays and increased costs. | Tender conditions shall prevail.                                                                                                                                                                                                                                   |

Sd/-

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