

Clarification No-5 dated 08/09/2025 to the Bidding Documents of BESS Package BESS-01 for Setting up of Battery Energy Storage System of 5MW/ 20MWh capacity co-located with 85 MW Solar PV Power Plant at Nagda, Ujjain, Madhya Pradesh. Spec. No. CC/NT/W-MISC/DOM/A00/25/06104.

<u>Sl. No</u>	<u>Chapter</u>	<u>Clause</u>	<u>Pg No</u>	<u>Description as per Tender Specification</u>	<u>Queries</u>	<u>Employer's Reply</u>
1	Volume II Part 1 of 6 1-0 Section Project	Cl. 2.13.7.1	Page 19 of 30	LD Calculation w.r.t. Guaranteed System Availability Liquidated damages on account of shortfall in meeting the Guaranteed System Availability mentioned in Clause 2.13.2 shall be calculated with following formula. Liquidated damages for Shortfall in meeting Annual System Availability (Rs) $SA = (A - B) \times C \times k \times 146000000$ Where, k is kth year of system availability calculation. A is Guaranteed Annual Availability, i.e., 95% B is Actual Annual System Availability, in % C is Minimum Dispatchable Capacity at the end of Year in % (as a % of Capacity at the Beginning of Life/COD) If, SA negative then there is no penalty.	We request you to kindly incorporate a new clause with the LD for shortfall of guaranteed system availability shall be limited to maximum of 5% of total contract value.	Kindly refer Amendment No. - 6.
2	Volume II Part 1 of 6 1-0 Section Project	Cl. 2.13.7.2	Page 19 of 30	Liquidated Damages Calculation w.r.t. Guaranteed System Efficiency Liquidated damages on account of shortfall in meeting the monthly Guaranteed System Efficiency mentioned in 2.13.4. The BESS shall guarantee DC to AC System efficiency (RtE) of system on monthly basis. The BESS shall be liable for Liquidated Damages on account of excess conversion losses, based on the following conditions: For RtE < 86%, there shall be a liquidated damage @ Rs.20 Per KWH for excess conversion losses considering system RtE = 86%.	We request you to kindly incorporate a new clause with the LD for shortfall of guaranteed system efficiency (RtE) shall be limited to maximum of 5% of total contract value.	Kindly refer Amendment No. - 6.

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3	Volume II Part 1 of 6 1-0 Section Project	Cl. 2.13.7.3	Page 19 of 30	<p>Liquidated Damages Calculation w.r.t. excess Auxiliary Consumption</p> <p>Contractor shall provide (in the bid) following Auxiliary consumption details:</p> <p>a) Maximum Auxiliary Consumption (in MW) of BESS during Charging/Discharging operation at rated load of the BESS and at ambient temperature of 50°C.</p> <p>b) Maximum Auxiliary Consumption of BESS during idle state (in MW) and at ambient temperature of 50°C.</p> <p>The actual Auxiliary Consumption of BESS during Charging/Discharging operation and idle state shall be measured during commissioning stage, and if the actual consumption is found to be more than that declared consumption then the applicable LD amount shall be calculated with following formula.</p> <p>LD for higher Auxiliary consumption (in ₹) = {Actual Loss - Quoted Loss} x Corresponding Differential loading price specified in Bids.</p>	<p>We request you to kindly incorporate a new clause with the LD for excess auxiliary consumption shall be limited to maximum of 5% of total contract value.</p>	<p>Kindly refer Amendment No. - 6.</p>

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4	Volume II Part 1 of 6 1-0 Section Project	Cl. 2.13.7		New Clause	We request to add the following clause under penalty Cl. 2.13.7: “The aggregate liability of the [Contractor/ Vendor/ Party] for payment of liquidated damages on account of plant's non- performance (i.e., LD for shortfall of guaranteed system availability + LD for shortfall of guaranteed system efficiency (Round Trip Efficiency) + LD for excess Auxiliary Consumption) during the entire contractual obligation the LD shall not exceed fifteen percent (10%) of the total Contract Value.”	Kindly refer Amendment No. - 6.