

Addendum 5

Date: 30.09.2025

In respect of RfS issued on July 25, 2025 for tender number RfS No. MSEDCL/BESS/Phase-2/25-26/001/dated. 25.07.2025 the Bidders to note the following changes:

Reference Clause No. of RfS/ BESPA	Existing Clause (Addendum-4)	Amended Clause																																																										
RfS Clause No. 9.1-5/ BESPA Clause no. 4.4.2.4	5/4.4.2.4 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:	5/4.4.2.4 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:																																																										
	<table><tr><th>Year</th><th>Minimum Dispatchable Capacity at the end of Year (as a % of Capacity at the Beginning of Life/Final COD)</th></tr><tr><td>1</td><td>97.50%</td></tr><tr><td>2</td><td>95.00%</td></tr><tr><td>3</td><td>92.50%</td></tr><tr><td>4</td><td>90.00%</td></tr><tr><td>5</td><td>87.50%</td></tr><tr><td>6</td><td>85.00%</td></tr><tr><td>7</td><td>82.50%</td></tr><tr><td>8</td><td>80.00%</td></tr><tr><td>9</td><td>78.50%</td></tr><tr><td>10</td><td>75.00%</td></tr><tr><td>11</td><td>72.50%</td></tr><tr><td>12</td><td>70.00%</td></tr></table>	Year	Minimum Dispatchable Capacity at the end of Year (as a % of Capacity at the Beginning of Life/Final COD)	1	97.50%	2	95.00%	3	92.50%	4	90.00%	5	87.50%	6	85.00%	7	82.50%	8	80.00%	9	78.50%	10	75.00%	11	72.50%	12	70.00%	<table><tr><th>Year</th><th>Minimum Dispatchable Capacity at the end of Year (as a % of Capacity at the Beginning of Life/Final COD)</th></tr><tr><td>1</td><td>97.50%</td></tr><tr><td>2</td><td>95.00%</td></tr><tr><td>3</td><td>92.50%</td></tr><tr><td>4</td><td>90.00%</td></tr><tr><td>5</td><td>87.50%</td></tr><tr><td>6</td><td>85.00%</td></tr><tr><td>7</td><td>82.50%</td></tr><tr><td>8</td><td>80.00%</td></tr><tr><td>9</td><td>78.50%</td></tr><tr><td>10</td><td>75.00%</td></tr><tr><td>11</td><td>72.50%</td></tr><tr><td>12</td><td>70.00%</td></tr><tr><td>13</td><td>67.50%</td></tr><tr><td>14</td><td>65.00%</td></tr><tr><td>15</td><td>62.50%</td></tr></table>	Year	Minimum Dispatchable Capacity at the end of Year (as a % of Capacity at the Beginning of Life/Final COD)	1	97.50%	2	95.00%	3	92.50%	4	90.00%	5	87.50%	6	85.00%	7	82.50%	8	80.00%	9	78.50%	10	75.00%	11	72.50%	12	70.00%	13	67.50%	14	65.00%	15	62.50%
	Year	Minimum Dispatchable Capacity at the end of Year (as a % of Capacity at the Beginning of Life/Final COD)																																																										
	1	97.50%																																																										
	2	95.00%																																																										
	3	92.50%																																																										
	4	90.00%																																																										
	5	87.50%																																																										
	6	85.00%																																																										
	7	82.50%																																																										
	8	80.00%																																																										
	9	78.50%																																																										
	10	75.00%																																																										
	11	72.50%																																																										
	12	70.00%																																																										
	Year	Minimum Dispatchable Capacity at the end of Year (as a % of Capacity at the Beginning of Life/Final COD)																																																										
	1	97.50%																																																										
	2	95.00%																																																										
3	92.50%																																																											
4	90.00%																																																											
5	87.50%																																																											
6	85.00%																																																											
7	82.50%																																																											
8	80.00%																																																											
9	78.50%																																																											
10	75.00%																																																											
11	72.50%																																																											
12	70.00%																																																											
13	67.50%																																																											
14	65.00%																																																											
15	62.50%																																																											

Further, revised Format 7.3 D (POI format for EMD) is enclosed herewith.

The Bidders are requested to review the websites of the Bharat E-Portal (<https://www.bharatelectronicstender.com>) and the Maharashtra State Electricity Distribution Company Limited (www.mahadiscom.in) for the revised RfS details as referred to above and for any further updates thereto.

Chief Engineer (Renewable Energy)
MSEDCL, Prakashgad, Mumbai.
Tel: 022-69852200

Format 7.3 D

**FORMAT OF PAYMENT ON ORDER INSTRUMENT TO BE ISSUED BY
IREDA/REC/PFC (IN LIEU OF BG TOWARD EMD)**

No.

Date

**The Chief Engineer ,
Mahaashtra State Electricity Distribution Co Ltd (MSEDCL)**

Registered

**Reg: M/s _____(insert name of the Bidding entity)-Issuance of Payment
on Order Instrument for an amount of Rs._____**

Dear Sir,

1. It is to be noted that M/s. _____(insert name of the POI issuing Agency) ('IREDA/REC/PFC') has sanctioned a non-fund based limit loan of Rs. _____ (Rupees _____ only) to M/s _____ under the Loan Agreement executed on _____ to execute Renewable Energy Projects.
2. At the request of M/s _____, on behalf of _____ (insert name of the SPV), this Payment on Order Instrument (POI) for an amount of Rs. _____ (Rupees _____(in words)). This Payment on Order Instrument comes into force immediately.
3. In consideration of the _____[*Insert name of the Bidder*] (hereinafter referred to as 'Bidder') submitting the response to RfS inter alia for _____[*Insert title of the RfS*] of the cumulative capacity of _____MW/MWh [*Insert cumulative Project capacity proposed*] for offering Battery Energy Storage System on long term basis, in response to the RfS No. _____dated _____issued by Maharashtra State Electricity Distribution Co. Ltd. (MSEDCL), (hereinafter referred to as MSEDCL) and MSEDCL considering such response to the RfS of..[*Insert the name of the Bidder*] as per the terms of the RfS, the _____[*Insert name & address of IREDA/REC/PFC*] hereby agrees unequivocally, irrevocably and unconditionally to pay to MSEDCL at [*Insert Name of the Place from the address of MSEDCL*] forthwith without demur on demand in writing from MSEDCL or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees _____[*Insert amount not less than that derived in line with Clause 20 of the RfS*], only, on behalf of M/s _____ [*Insert name of the Bidder*].

4. In consideration of the above facts, IREDA/REC/PFC, having its registered office at _____, agrees to make payment for the sum of Rs. _____ (In words.....) to MSEDCL on the following conditions:-

- (a) IREDA/REC/PFC agrees to make payment of the said amount unconditionally, without demur and without protest upon receipt of request from MSEDCL within the validity period of this letter as specified herein;
 - (b) The commitment of IREDA/REC/PFC, under this Payment of Order Instrument will have the same effect as that of the commitment under the Bank Guarantee issued by any Public Sector Bank and shall be enforceable in the same manner as in the case of a Bank Guarantee issued by a Bank and the same shall be irrevocable and shall be honored irrespective of any agreement or its breach between IREDA/REC/PFC or its constituents notwithstanding any dispute that may be raised by the against MSEDCL;
 - (c) The liability of IREDA/REC/PFC continues to be valid and binding on IREDA/REC/PFC and shall not be terminated, impaired and discharged, by virtue of change in its constitution and specific liability under letter of undertaking shall be binding on its successors or assignors;
 - (d) The liability of IREDA/REC/PFC shall continue to be valid and binding on IREDA/REC/PFC and shall not be terminated/ impaired/ discharged by any extension of time or variation and alternation made given or agreed with or without knowledge or consent of the parties (MSEDCL and Bidding Party), subject to the however to the maximum extent of amount stated herein and IREDA/REC/PFC is not liable to any interest or costs etc;
 - (e) This Payment of Order Instrument can be invoked either partially or fully, till the date of validity;
 - (f) IREDA/REC/PFC agrees that it shall not require any proof in addition to the written demand by MSEDCL made in any format within the validity period. IREDA/REC/PFC shall not require MSEDCL to justify the invocation of the POI against the SPV/BESSD, to make any claim against or any demand against the Biider/SPV/SPD or to give any notice to the Bidder/SPV/SPD;
 - (g) The POI shall be the primary obligation of IREDA/REC/PFC and MSEDCL shall not be obliged before enforcing the POI to take any action in any court or arbitral proceedings against the Bidder/SPV/SPD;
 - (h) Neither MSEDCL is required to justify the invocation of this POI nor shall IREDA/REC/PFC have any recourse against MSEDCL in respect of the payment made under letter of undertaking;
5. Notwithstanding anything contrary contained anywhere in this POI or in any other Documents, this POI is and shall remain valid upto _____ and IREDA/REC/PFC shall make payment thereunder only if a written demand or request is raised within the said date and to the maximum extent of Rs.....and IREDA/REC/PFC shall in no case, be liable for any interest, costs, charges and expenses and IREDA's/REC's/PFC's liability in no case will exceed more than the above amount stipulated. MSEDCL shall be entitled to invoke this POI till _____ [Insert a date which is at least One Year beyond the expiry of the validity period on the basis of Clause No. 20 of this RfS].

Thanking you,

Yours faithfully
For and on behalf of
M/s. _____
(Name of the POI issuing agency).

()
General Manager (TS)

Copy to:-
M/s. __PP _____

_____ As per their request

()
General Manager (TS)