Reply to the Pre-bid Queries in r/o RfS No. MSEDCL/BESS/Phase-2/26-27/001/dated 30/06/2026

Sr. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	MSEDCL's response
1	RfS	Bid Info Sheet item (G)	"Rs. 15 Lakh + 18% GST for total Project capacity quoted by each bidder."	Confirm whether the processing fee is a flat amount per bidder or a per-MW charge on quoted capacity. The wording is ambiguous.	Please refer to the Bid Information Sheet of RfS version 2
2	RfS	Bid Information Sheet	Rs. 15 Lakh + 18% GST for total Project capacity quoted by each bidder, shall be submitted through NEFT/RTGS transfer in the account of MSEDCL. Amount of INR 29,500/- (Indian Rupees Twenty Nine Thousand Five Hundred Only) including GST shall be submitted through NEFT/ RTGS transfer in the account of MSEDCL.	With respect to the "Bid processing fee and Rfs fee",TDS under section194J is applicable.Rfs fee and Bid processing fee etc..will paid to MSEDCL, only after deducting applicable TDS by the Bidder end. Invoices will be is send by MSEDCL to the Bidder after making necessary payment (i.e 15 days from the date of completion of the Techno-commerial Evaluation). Please confirm.	TDS can be duducted as per applicable Income Tax Law.
3	RfS	Bid Information Sheet	General	If a bidder submits bids for both Part-A and Part-B, can the bidder submit a single EMD as Bid Security for the combined cumulative value of both parts? **Kindly clarify.**	Yes
4	RfS	Bid Information Sheet	**For EMD:** Amount of INR 5,60,000 (Indian rupees Five Lakhs and Sixty Thousand only) per MW. **For PBG:** Bidders selected by MSEDCL based on this RfS shall submit Performance Bank Guarantee (PBG) for a value @ INR 14,00,000/- (Rupees Fourteen Lakhs only/MW), prior to signing of BESPA as per terms of RfS.	We kindly request you to consider reducing the per MW EMD amount and the per MW PBG amount, as the EMD and PBG requirements in the previous MSEDCL BESS tender were EMD amount of Rs. 4,20,000/MW and PBG amount of Rs. 10,50,000/MW, respectively. We request you to kindly align the current tender requirements accordingly to reduce the financial burden on bidders and encourage wider participation.	Request accepted. Please refer to the Bid Information Sheet of RfS version 2
5	RfS	Bid Information Sheet	The Project will be set up under "BOO" model.	Bidder's understanding is that under BOO Model the Bidder will be having Ownership of Constructed Bay after Completion of the Project Life, Overall Bay/Electrical Equiments, etc. will be handed over to the BESSD. Please Confirm.	As per RfS version 2. refer Bid Information Sheet
6	RfS	1.4	**Section 1 – Clause 1.4:** The Bidders will be free to avail fiscal incentives like Accelerated Depreciation, Concessional Customs and Excise Duties, Tax Holidays etc. available if any for such Projects.	The fiscal incentives which are applicable for the subject project as on date of RfS floating should be clearly mentioned.	As per RfS version 2. refer clause No. 1.4
7	RfS	3.1	Clarification on 6300 Guaranteed Cycles	Clause 3.1 specifies that the BESS shall be available for at least 6,300 cycles during the contract period. However, the BESPA term is 15 years. Achieving 6,300 cycles within 15 years would require approximately 420 cycles per year (around 1.15 cycles per day), whereas the RfS is based on a 1 Cycle per Day BESS configuration. Kindly clarify the basis for specifying 6,300 cycles and confirm whether the requirement will be revised or interpreted in line with the 15-year contract period and the intended operational profile of one cycle per day.	Cycle utilization shall be at the discretion of MSEDCL. MSEDCL may schedule more than 1 cycle/day as per requirement.
8	RfS	3.1	Total BESS capacity is 2,000 MW / 4,000 MWh with 1 cycle; MSEDCL has contractual right to use at least 6300 cycles during contract period.	Kindly clarify the operating assumptions behind 6300 cycles, including yearly cycle allocation, unused cycle carry-forward, treatment of partial cycles, and whether additional cycle usage beyond 6300 cycles shall be compensated separately.	No change in Rfs. Cycle utilization shall be at the discretion of MSEDCL. MSEDCL may schedule more than 1 cycle/day as per requirement.
9	RfS/BESPA	3.1 / Clause 9.1 and BESPA Article 4.4.2		Kindly clarify whether the bidder is required to design the BESS degradation, warranty and augmentation plan considering 6300 full equivalent cycles, or based on one cycle/day operation with the minimum dispatchable capacity trajectory specified in the RfS/BESPA.	Yes. Considering 6300 cycles.
10	RfS	3.1 & 6.7	Project is "1 Cycle" basis, but MSEDCL retains a contractual right to 6,300 cycles over the term at no additional cost.	Clarify the maximum number of cycles MSEDCL may call per day/month/year, and confirm that additional augmentation cost from >1 cycle/day is not to bidder's account.	No change in Rfs. Cycle utilization shall be at the discretion of MSEDCL. While scheduling the charging/discharging cycles, the applicable standard cooling time shall be considered in accordance with RfS version 2

Sr. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	MSEDCL's response
11	RfS	3.1 & Schedule-B	Detailed List of MSETCL/MSEDCL Substations	The RfS mentions that projects under Part-A shall be installed at multiple MSETCL/MSEDCL substations. However, the complete list of substations, along with allocated capacities and technical details, is not available in the RfS. We recuest MSEDCL to kindly publish the complet list of substations, indicating location, voltage level, tentative capacity allocation, available land (if any), bay availability, and any other relevant technical information to facilitate accurate project planning and preparation of competitive bids.	Please refer to the RfS version 2
12	RfS	3.1/6.7/9.1(c)	**Clause 3.1/6.7/9.1(c)** grants MSEDCL a contractual right to utilise "at least 6300 cycles" during the 15-year BESPA tenure without additional cost, which exceeds the ~5,475 cycles implied by a 1 cycle/day operating regime (365 days x 15 years). Kindly clarify: (a) whether MSEDCL may call for more than 1 cycle per day, and on how many days in a year; (b) whether the cooling/recovery-time norms under Clause 9.1.7 (1 hour between charge-discharge, 2 hours per full cycle) apply cumulatively on such multi-cycle days; and (c) whether the year-wise minimum dispatchable capacity (degradation) table under Clause 9.1.e.5 already factors in this higher cycle utilisation, or whether it assumes only 1 cycle/day.	• **Clause 3.1/6.7/9.1(c)** grants MSEDCL a contractual right to utilise "at least 6300 cycles" during the 15-year BESPA tenure without additional cost, which exceeds the ~5,475 cycles implied by a 1 cycle/day operating regime (365 days x 15 years). Kindly clarify: (a) whether MSEDCL may call for more than 1 cycle per day, and on how many days in a year; (b) whether the cooling/recovery-time norms under Clause 9.1.7 (1 hour between charge-discharge, 2 hours per full cycle) apply cumulatively on such multi-cycle days; and (c) whether the year-wise minimum dispatchable capacity (degradation) table under Clause 9.1.e.5 already factors in this higher cycle utilisation, or whether it assumes only 1 cycle/day.	No change in Rfs. Cycle utilization shall be at the discretion of MSEDCL. MSEDCL may schedule more than 1 cycle/day as per requirement. While scheduling the charging/discharging cycles, the applicable standard cooling time shall be considered in accordance with RfS version 2.
13	RfS	3.2	**SECTION 2. SPECIAL CONDITIONS OF CONTRACT: Clause 3.2** The total project scope of 2000 MW / 4000 MWh is further divided as under Part-B The BESS of capacity 1000 MW / 2000 MWh as Co-located (Inter-State/Intra-State) and Standalone STU-Connected project	As per the tender provisions, charging power shall be provided by MSEDCL for both the BESS under Part A & B. If BESSD want to set up plant Co-located (Inter-State) what is requirement of Co-located plant wheather BESSD is required PPA with co-located plan or plant having PPA with MSEDCL. Please clarify the requirement. Provided list of co-located plant where BESSD can installed BESS under provision of Part-B.	bidder shall co-locate the BESS with the plants as prescribed in Annexure E-2
14	RfS	3.2, 4.1.1, 4.1.2	Part-A is BESS at MSETCL/MSEDCL substations and Part-B is co-located / standalone STU-connected project.	Kindly provide the detailed list of substations/location-wise capacity allocation for Part-A and Part-B, including tentative MW/MWh at each location and voltage level for interconnection.	List for Part A will be provided to succesful bidders. For List of Part B pl. refer Annexure E1 & E2.
15	RfS	3.2, 5.3, 7 vs 5.1.2 & 41.5	Part B is defined as "Co-located (Inter/Intra-State) & Standalone STU-connected" in Cl. 3.2/5.3/7, but as "BESS at MSEDCL substations" in Cl. 5.1.2, 41.5 and the price-bid format.	Confirm the correct definition of Part B and who is responsible for providing the substation/ grid connection for Part B projects. The two descriptions carry very different scope and cost.	refer RFS version 2. pl. refer clause no. 8
16	RfS	3.3	RfS is technology agnostic if BESS meets definition and performance criteria.	Please clarify whether LFP, NMC, Na-ion, flow battery or other commercially proven technologies are acceptable and whether any minimum project reference / certification is mandatory for each technology.	As per RfS version 2. pl. refer claues 3.
17	RfS	3.4	Charging energy for Part-A and Part-B shall be provided by MSEDCL; AC input will be provided for charging.	Kindly clarify whether charging energy shall be provided at no energy charge to BESSD after UCOD and whether all open access, wheeling, transmission, SLDC, DSM and other charges for charging energy shall be borne by MSEDCL.	Wheeling, transmission losses & Charges for charging energy shall be borne by MSEDCL. For DSM pl. refer RfS clause no. 8.5 & 8.6
18	RfS	3.4 & 10		The RfS states that MSEDCL shall provide charging energy for the BESS during operation. Kindly clarify who shall arrange and bear the cost of charging energy required for pre-COD activities, including testing, trial operation, synchronization, commissioning, performance demonstration and any repeat tests required before declaration of UCOD/COD.	Please refer to the clause 10 of RfS version 2

Sr. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	MSEDCL's response
19	RfS	3.4	The energy for charging shall be provided by MSEDCL for both the BESS under Part A & B. In case of BESS projects under Part A & B, AC input will be provided for charging. Power shall be delivered to the MSEDCL network in accordance with the dispatch instructions issued by MSEDCL. As the projects are connected to MSEDCL/MSETCL/CTU substations, dispatch instructions shall be issued on a day ahead basis. MSEDCL may revise the schedule by providing advance notice to the BESSD, provided that such revision shall be effective from the 4th time block following the time block in which the request for revision is received. MSEDCL shall account for Round Trip Efficiency while providing charging energy under the BESPA with the BESSD.	Kindly clarify the treatment of ISTS/InSTS transmission losses for Part B projects. Specifically: (i) Will MSEDCL schedule charging energy after grossing-up for applicable transmission losses so that the required charging energy is available at the BESS interconnection point? (ii) During discharge, will MSEDCL account for transmission losses between the BESS interconnection point and the delivery point? (iii) How will the BESSD be expected to maintain the contracted MW/MWh output where transmission losses reduce the power delivered to the MSEDCL system?	MSEDCL will schedule charging /discharging energy at delivery point only. Pl. refer clause no. 3.
20	RfS	4		Whether the auxiliary power consumption of the BESS facility shall be supplied through a dedicated auxiliary feeder from the pooling/interconnecting substation?	Yes
21	RfS	4		In case auxiliary power is drawn through the BESS interconnection infrastructure (i.e., through the Interconnecting Transformer), whether such auxiliary energy consumption shall be considered as part of the BESS Round Trip Efficiency (RtE) calculation?	Auxilary Connection is in the BESSD Scope
22	RfS	4		Whether the Bidder/Developer may be permitted to meet the auxiliary power requirement of the BESS project through a co-located Behind-the-Meter (BTM) Captive, Group Captive, Open Access, or Hybrid Renewable Energy source established within the project premises, instead of sourcing auxiliary power from the DISCOM network, subject to applicable regulatory approvals and compliance requirements?	Auxilary Connection is in the BESSD Scope. Refer clause no.9
23	RfS	4.4	Oversizing permitted.	Kindly clarify whether additional battery capacity installed by the developer for degradation management will be considered for VGF eligibility.	No.
24	RfS	4.4	Oversizing over minimum rated power and energy capacities is at BESSD discretion; MSEDCL is obligated to off-take contracted capacity.	Please confirm that BESSD may oversize battery/PCS/DC energy to maintain required dispatchable energy over contract term without any additional approval, provided contracted AC capacity at delivery point is maintained.	No change. As per RfS version 2
25	RfS	5	Degrdation chart-2% every year for 15 years	Kindly amend degradation 3% for 1st three years and 1.5% from 4th year onwards	No change. As per RfS version 2
26	RfS	5.1	Maximum Bidding Capacity will be 2000 MW / 4000 MWh, with details as below: 5.1.1. Part A For BESS at MSETCL substations, the maximum bidding capacity shall be 1000 MW / 2000 MWh. 5.1.2. Part B For BESS at MSEDCL substations, the maximum bidding capacity shall be 1000 MW/2000 MWh.	Kindly clarify the bidder will bid for both Part-A and Part-B mandatorily or will choose any part.	Bidding for Part A & Part B not mandatory. Bidder may bid for any or both the parts at its own discreation.
27	RfS	5.1 to 5.3	Maximum bidding capacity is 2,000 MW / 4,000 MWh; Part-A 1,000 MW / 2,000 MWh at MSETCL substations; Part-B 1,000 MW / 2,000 MWh at MSEDCL substations/co-located/standalone.	Kindly clarify whether a bidder may quote for both Part-A and Part-B independently, and whether award under one Part affects eligibility/allocation under the other Part.	Eligibility will be calculated based on total caapcity quoated under Part A & Part B.
28	RfS	5.2	**SECTION 2. SPECIAL CONDITIONS OF CONTRACT: Clause 5.2** The total capacity of 2000 MW/4000 MWh shall be set up at multiple locations Part A – The total capacity of 1000 MW/2000 MWh shall be set up at multiple locations provided by MSEDCL.	The total capacity of 2000 MW/4000 MWh shall be set up at multiple locations Part A – The total capacity of 1000 MW/2000 MWh shall be set up at multiple locations provided by MSEDCL.	Please refer to the clause 5.1 & 5.2 of RfS version 2

Sr. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	MSEDCL's response
29	RfS	5.3	Part B – The total capacity of 1000 MW/2000 MWh shall be set up as Co-located (Inter-State/Intra-State) and Standalone STU-Connected project The evaluation of bids shall be carried out as described in Section-5 of RfS. The methodology for Allocation of Projects is elaborated in Section-5 of RfS.	Request to provide land for this	Request not accepted. As per RFS version 2.
30	RfS	6	**Section 2- Clause 6: Viability Gap Funding** The eligible bidder shall be required to submit a Electronic Bank Guarantee(e-BG)/Insurance Surety Bond (ISB) of value equal to the eligible VGF, prior to its release to the developer. The said e-BG/ISB shall be liable for encashment in the event of non-fulfilment of the scheme conditions specified in the bidding documents.	Please confirm the exact timeline and conditions under which the BG equivalent to the 30% VGF tranche (disbursed upon completion of the 1st year from COD) will be released to the BESSD: 1. Is the BG released immediately upon verification of the 1st-year milestone? 2. What documentation or performance reports are required to trigger the release of this BG? 3. If verification is delayed due to MSEDCL, will the BG validity period be extended without additional cost to the BESSD?	As per RfS version 2 & MoP Guidelines
31	RfS	6.1.6	"Auxiliary power will be in the scope of BESSD. The BESSD should take separate auxiliary connection for auxiliary consumption. The charges for auxiliary consumption shall be borne by the BESSD……"	It is requested to specify the Auxiliary Power charge which is to be borne by the BESSD to MSEDCL	Please refer to the clause 9.1.(e).4 of RfS version 2
32	RfS	6.7	6300 cycles without additional cost.	Kindly clarify whether degradation beyond guaranteed cycle life due to mandatory utilization will be compensated by MSEDCL.	No.
33	RfS	6.14	**SECTION 2. SPECIAL CONDITIONS OF CONTRACT: Clause 6.14** **All amendments, modifications, clarifications, notifications, and directions issued by MoP in respect of the VGF through PSDF Guidelines from time to time shall be applicable to and binding upon the BESSD throughout the term of the BESPA.**	Kindly specify a cut-off date, normally 7 days prior to submission of bids, for applicability of all amendments, modifications, clarifications, notifications, orders, guidelines, and directions issued by the Ministry of Power (MoP), Central/State Regulatory Commissions, CEA, MNRE, and any other competent authority that are to be considered as part of the tender requirements. Any changes, amendments, notifications, or directives issued after the specified cut-off date should be treated as a change in law/modification to the tender conditions and any resultant impact on project cost, technical configuration, performance requirements, or execution schedule should be compensated appropriately in accordance with the contract provisions.	All amendments, modifications, clarifications, notifications, and directions issued by MoP in respect of the VGF through PSDF Guidelines till bid submission date will be applicable.
34	RfS	7.1	Site allocation by MSEDCL.	Kindly confirm whether land will be provided free of cost along with lease agreement and whether any land lease charges shall be payable by BESSD.	As per RfS version 2. refer clause No. 7
35	RfS	7.1	**SECTION 2. SPECIAL CONDITIONS OF CONTRACT: Clause 7.1** **i**. Project Location i. Projects connected at MSEDCL/MSETCL Substations: The BESS Project capacity will be installed at multiple locations in the vicinity of MSEDCL/MSETCL substations. A. A total of 1000 MW / 2000 MWh capacity will be set up at designated MSETCL/MSEDCL substations B. The list of MSETCL and MSEDCL substations shall be provided to the successful bidders. . C. Allocation of BESS project sites shall be solely carried out by MSEDCL, and no other mode of site allotment shall be permitted.	1. Substation-wise Details: Kindly provide the list of substations along with the envisaged BESS capacity, available land area, and connectivity/interconnection voltage level at each location to enable bidders to accurately assess the project requirements, system configuration, land utilization, evacuation arrangements, and associated costs. 2. Basis of Site Allocation: Kindly define the methodology and basis for allocation of sites/substations to the successful bidder(s) in the tender document. In the absence of a clearly defined site allocation mechanism and site-specific details, it would be difficult for bidders to judiciously assess the technical, commercial, and execution requirements of the project and to submit competitive bids on a uniform basis.	List of the Locations Will be shared by MSEDCL, rest of the work is in the scope of Bidder.
36	RfS	7.1(C)	**Clause 7.1(C)** states that allocation of BESS project sites/substations shall be "solely carried out by MSEDCL". Kindly clarify the criteria/methodology (e.g., bidder preference, capacity-wise, first-come, or MSEDCL's sole discretion) by which specific substations will be allotted amongst selected bidders under Part-A.	**Clause 7.1(C)** states that allocation of BESS project sites/substations shall be "solely carried out by MSEDCL". Kindly clarify the criteria/methodology (e.g., bidder preference, capacity-wise, first-come, or MSEDCL's sole discretion) by which specific substations will be allotted amongst selected bidders under Part-A.	Please refer to the clause 44(I) of RfS version 2

Sr. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	MSEDCL's response
37	RfS	7.2	**SECTION 2. SPECIAL CONDITIONS OF CONTRACT: Clause 7.2** (c) As Battery Energy Storage System is prone to fire hazard, the BESSD shall provide suitable protection system such as fire barrier between switchyard and BESS to avoid spread of fire from BESS to Yard equipment. BESSD must comply with the CEA measures related to Safety and Electric Supply Regulations 2025 and its amendments. The Developer shall be responsible for the safe handling, storage, and disposal of used batteries in compliance with the prevailing Battery Waste Management Rules, 2022 notified by the Ministry of Environment, Forest and Climate Change (MoEF & CC), and any subsequent amendments thereof. Non-compliance shall attract appropriate penalties and may lead to termination of the BESPA. (d) Contact details of concerned officers from MSEDCL for the site visit will be provided separately.	Kindly share the General Arrangement (GA) layouts of the proposed substations, clearly earmarking the area identified for BESS installation. The same is required to assess the plant layout, space constraints, access requirements, and the necessity of firewalls/fire barriers between the BESS area and the existing switchyard/substation facilities in accordance with applicable safety standards. Further, kindly provide the contact details of the concerned site representatives/officials, along with the procedure and schedule for site visits, to enable bidders to carry out site assessment and accurately evaluate the project requirements and associated costs. Also, specify the specifications of firebarrier	List of the Locations Will be shared by MSEDCL, rest of the work is in the scope of Bidder.
38	RfS	7.2		Kindly clarify the detailed land / Right-of-Use arrangement for Part A sites, including lease period, land-use charges, responsibility for site levelling, approach road, fencing, drainage, fire separation, security and whether any additional land-related statutory charges/taxes are payable by the BESS Developer.	List of the Locations Will be shared by MSEDCL, rest of the work is in the scope of Bidder.
39	RfS	7.2	(b) The area identified for BESS is at one end of the yard and for approach to BESS, if it is required to construct the approach road, the same shall be constructed separately by the BESSD for accessing the Project, without hindering the O&M activities of respective sub-stations.	For this list of projects needs to be know to make proviosn for roads and other infra worls	List for Part A will be provided to succesful bidders. For List of Part B pl. refer Annexure E1 & E2.
40	RfS	7.8	Part B is STU-connected/co-located; connectivity within bidder scope.	Is grid connectivity / LTA at STU/CTU assured for Part B, or must the bidder secure it independently? Please clarify timelines and cost responsibility.	As per RfS version 2. Refer clause no. 8.
41	RfS	8		Kindly clarify the exact scope and cost responsibility of the BESS Developer for bay construction, protection system, metering arrangement, communication/SCADA integration, transmission line/cable up to interconnection point, SLDC charges, wheeling charges/losses and other grid-related charges for both Part A and Part B.	As per RfS version 2. refer clause no. 8. All the charges & losses upto delivery point is in the BESSD scope.
42	RfS	Cl. 8	Minimum interconnection voltage 33 kV; transmission infrastructure from project up to substation in BESSD scope.	For Part A, confirm whether the evacuation bay at MSETCL/MSEDCL substation is available and who bears its cost; clarify the interconnection point for each Part.	As per RfS version 2. refer clause no. 8.
43	RfS	8.1	Connectivity provisions.	Kindly clarify whether bay construction cost, protection panels and switchyard modification inside MSETCL/MSEDCL substations are in developer's scope.	Yes.
44	RfS	8.1	**SECTION 2. SPECIAL CONDITIONS OF CONTRACT: Clause 8.1** Part II: Co-located (ISTS/InSTS)/ CTU connected BESS project : b) In case of InSTS-connected BESS Projects, the Delivery Point, Interconnection Point, and Metering Point shall be at the STU periphery. In case of ISTS-connected BESS Projects, the Delivery Point shall be at the STU periphery, whereas the Interconnection Point shall be at the nearest CTU- connected substation at which the BESS Project is interconnected.	Please clarify whether, in the case of an ISTS-connected BESS project, the BESS Developer is required to bear Intra-State Transmission charges for delivering power up to the STU periphery.	All the charges & losses upto delivery point is in the BESSD scope.

Sr. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	MSEDCL's response
45	RfS	8.1.d	**SECTION 2. SPECIAL CONDITIONS OF CONTRACT** d) The BESSD shall be responsible for: • Construction of transmission infrastructure from the Project up to the Interconnection Point, • Erection of bay and associated equipment, • Synchronization and metering, • All applicable charges (SLDC fees, wheeling, losses, etc.)	a. Transmission Infrastructure Details Kindly provide the location-wise details of the transmission infrastructure to be developed at the MSEDCL-provided sites, including the estimated route length, voltage level, and whether the connectivity is envisaged through underground cable(s) or overhead transmission line(s). The same is required for accurate assessment of scope, cost, right-of-way requirements, and project implementation timelines. b. Bay identification for connectivity of BESS to be provided in SLD/GA. c. Bay Construction Charges Kindly provide the applicable charges, if any, for erection of bays and associated switchyard equipment at each voltage level, including details of scope, technical requirements, and cost recovery mechanism. Further, also confirmed same can constructed by MSEDCL/MSETCL on behalf of BESSD. d. Synchronization Procedure and Charges Kindly specify the procedure for synchronization of the BESS with the grid, including approvals, testing requirements, timelines, and any applicable fees/charges payable to MSEDCL/MSETCL/other utilities for synchronization and commissioning. e. Applicable Losses and Wheeling Charges Kindly specify the applicable transmission/distribution losses, wheeling charges, SLDC/RLDC charges, and any other levies or charges at each voltage level relevant to the proposed BESS project. Bidders may accordingly factor these charges into their technical and commercial assessments.	List of the Locations Will be shared by MSEDCL, rest of the work is in the scope of Bidder. All the charges & losses upto delivery point is in the BESSD scope.
46	RfS	8.7	Reactive power charges shall be on account of BESSD as applicable.	is there any percentage define for requirement of Reactive power	As per BESPA clause 6.1.5
47	RfS	8.7	Reactive power charges shall be on account of BESSD as applicable	what are the reactive charges that need to pay to MSEDCL? If there is any order, we request you to please let us know the order no or share the order.	As per BESPA clause 9.2
48	RfS	8.8	**SECTION 2. SPECIAL CONDITIONS OF CONTRACT: Clause 8.8** The BESSD shall be required to follow the applicable Procedure for Grant of connectivity as issued by MERC/CERC as well as other Regulations issued by MERC/CEA as amended from time to time. The BESSDs will be required to apply for connectivity at the identified substations within 30 days of signing of BESPA and shall furnish copies of the application as well as granted connectivity, to MSEDCL within 60 days of signing of BESPA. In case the BESSD fails to obtain the connectivity at a Substation identified by the MSEDCL, same shall be immediately notified by the BESSD to MSEDCL.	To expedite project implementation, it is requested that MSETCL provide a list of substations identified for BESS deployment, along with the envisaged BESS capacity and available evacuation/charging power quantum at each substation. Further, in the event that connectivity or the requisite power quantum is not available at the allotted substation due to reasons attributable to MSETCL/MSEDCL, an alternate location with equivalent capacity may be offered to the BESSD. Any delay arising on account of such non-availability should be considered attributable to MSETCL/MSEDCL and excluded from the BESSD's scope for the purpose of timeline compliance and associated liabilities.	List for Part A will be provided to succesful bidders. For List of Part B pl. refer Annexure E1 & E2. List of the Locations will be shared by MSEDCL, rest of the work is in the scope of Bidder.
49	RfS	8 & 9		Kindly clarify whether the quoted capacity charge in INR/MW/month shall be deemed to include all costs related to BESS equipment, PCS, EMS, SCADA, fire protection, civil works, auxiliary systems, insurance, O&M, battery replacement/augmentation, land/site development, connectivity, transmission infrastructure up to interconnection point, metering, statutory approvals and all recurring compliance costs. This clarification will help bidders avoid different assumptions while quoting the tariff.	As per RfS version 2.
50	RfS	9 & 3.1		The RfS provides for minimum performance requirements, dispatchable capacity, availability, Round Trip Efficiency and MSEDCL's contractual right to use BESS for at least 6,300 cycles during the BESPA tenure. Kindly clarify whether all battery augmentation, replacement, capacity replenishment, degradation management and associated outage/cost during the contract period shall be entirely in the scope of the BESSD and should be fully included in the quoted capacity charge. Also, kindly clarify how outages required for augmentation/replacement will be treated for availability calculation.	As per RfS version 2.

Sr. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	MSEDCL's response
51	RfS	9	**SECTION 2. SPECIAL CONDITIONS OF CONTRACT: Clause 9** 9.1 Project performance parameters ...... b. Auxiliary power will be in the scope of BESSD. c. The BESSD should take separate auxiliary connection for auxiliary power d. The charges for auxiliary power consumption shall be borne by the BESSD. e. For InSTS-connected BESS Projects, the applicable tariff shall be as determined by MERC from time to time. f. For ISTS-connected BESS Projects, the applicable tariff shall be as determined by the concerned SERC having jurisdiction over the Project location from time to time.	Auxiliary power consumption constitutes a significant component of the overall project cost over the BESPA tenure. While auxiliary energy requirements for the defined charging/discharging cycles can be reasonably estimated, auxiliary consumption associated with reactive power support, voltage regulation, power quality improvement, and other grid support functions cannot be accurately assessed in advance, as such requirements depend on grid conditions, scheduling instructions, and regulatory obligations during the contract period. Further, while the BESPA provides for a fixed tariff over a 15-year period, the auxiliary power tariff and associated charges are subject to periodic determination by MERC and may vary based on factors beyond the control of the BESSD, including utility performance, T&D losses, and regulatory decisions. It is also pertinent to note that the Procurer/Utility generally procures power under long-term PPAs having a tenure of about 25 years, whereas the BESSD is required to commit to a fixed tariff for 15 years while remaining exposed to uncertain auxiliary power costs throughout the BESPA period. This creates a material commercial risk that cannot be reasonably quantified by the BESSD at the bidding stage. Accordingly, it is requested to: a) Specify the source, tariff, and applicable charges for auxiliary power, including open access, transmission, wheeling, losses, and other charges payable to MSEDCL/MSETCL. b) Clarify the availability of auxiliary power through open access and the applicable commercial framework. c) Provide a fixed auxiliary power tariff for the BESPA tenure or allow pass-through/compensation for any variation in auxiliary power tariff and related charges during the contract period. d) Consider incorporating an auxiliary energy consumption allowance of 5% of the total discharged energy, in line with the principles adopted under CERC provisions for Integrated Energy Storage Systems, for bid parity & avoiding future disputes arising from changes in tariff structures and regulatory provisions that are beyond the control of the BESSD. Suitable provisions may therefore be incorporated to protect the BESSD from adverse financial	Auxilary Connection is in the BESSD Scope. Refer clause no. 9
52	RfS	9.1	1. The BESSD shall pay the liquidated damages for shortfall if any to MSEDCL. Amount of such liquidated damages shall be twice the Capacity Charges for the capacity not made available. The Monthly Average Availability shall be calculated for each month. Based on monthly Availability, average of each month taken for calculation of	This penalty to be reduced to single only	As per RfS veriosn 2.
53	RfS	9.1 (D)	The BESSD shall guarantee a minimum AC to AC roundtrip efficiency (RtE) of 85% for the system on monthly basis. 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: (a) For RtE <70%, there shall be a liquidated damage @APPC tariff of respective financial year as declared by MSEDCL, levied upon the excess conversion losses, considering system RtE = 85% and tariff payment for the corresponding month shall not be made to the BESSD; (b) For RtE between 70% & 85%, there shall be a liquidated damage levied @ APPC tariff of respective financial year as declared by MSEDCL, levied upon excess conversion losses considering system RtE = 85%. (c) If RtE is less than 70% for six months in a year will be considered as material breach/ default of the BESSD.	We kindly request you to provide an incentive if RTE achieved by the Bidder is more than 85%.	As per RfS veriosn 2.

Sr. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	MSEDCL's response
54	RfS	9.1(c)	Power rating is maximum active output at Delivery Point and energy rating is to be ensured at COD as per IEC 62933-2-1.	Please clarify whether MW and MWh are to be demonstrated at point of interconnection/delivery point after auxiliary and transformer losses, or at BESS terminal / PCS output.	As per RfS veriosn 2.
55	RfS	9.1(e)	Annual Availability 95%.	Kindly clarify whether planned maintenance approved by MSEDCL will be excluded while calculating annual availability.	As per RfS veriosn 2.
56	RfS	9.1(e)(1)	Procurement shall be in power (MW) terms; BESSD shall guarantee minimum 95% system availability annually; LD is twice capacity charges for capacity not made available.	Kindly clarify that monthly capacity charges will be payable on declared/installed contracted MW capacity, subject only to LD for non-availability, and shall not be linked to actual energy dispatched by MSEDCL.	As per BESPA clause 9.1. Monthly capacity charges are linked to actual energy discharged to MSEDCL.
57	RfS	9.1(e)(1)	Annual availability calculation caps months above 95% at 95% for annual average availability.	We request MSEDCL to allow availability above 95% in a month to offset lower availability in another month, or alternatively compute availability on annual time-block basis without monthly capping.	As per RfS veriosn 2.
58	RfS	9.1(e)(2)	Availability is ability to charge or discharge when called upon; calculated for time-blocks where MSEDCL schedules power.	Please clarify treatment of non-scheduled periods, grid outages, SLDC restrictions, MSEDCL charging power non-availability, and transmission constraints in availability calculation.	As per RfS veriosn 2.
59	RfS	9.1(e)(2)/(4)	Availability and RtE are to be based on DSM/State Energy Account or Main ABT meter at Point of Interconnection.	Kindly clarify meter class, CT/PT accuracy, main/check/standby meter arrangement, meter ownership, testing/calibration frequency, data sharing and treatment of metering failure.	As per RfS veriosn 2.
60	RfS	9.1(e)(3), 9.1(e)(4)	RtE is based on actual injection/discharging MUs divided by actual drawal/charging MUs in a month at main ABT meter/point of interconnection.	Kindly confirm whether auxiliary consumption, transformer losses, HVAC, fire system, station load, and PCS standby losses are included in AC-to-AC RtE calculation. If yes, please provide exact metering boundary.	As per RfS veriosn 2.
61	RfS	9.1(e)(4) Note	Auxiliary power is in BESSD scope and separate auxiliary connection/charges are to be borne by BESSD.	Please clarify whether auxiliary consumption during charging/discharging and standby will be measured separately and whether it is included/excluded in RtE, availability and billing calculations.	As per RfS veriosn 2.
62	RfS	9.1(e)(5)	Minimum dispatchable capacity degrades from 98% in year 1 to 70% in year 15.	Please clarify whether capacity augmentation/replenishment is mandatory every year to maintain the stipulated curve, and whether testing tolerance / ambient condition correction shall be permitted.	As per RfS veriosn 2.
63	RfS	9.1(e)(8)	Operational window excludes grid outages and transmission constraints may affect discharge.	Please clarify that BESS unavailability/LD shall not apply during grid outage, SLDC curtailment, substation shutdown, transmission congestion, non-availability of charging energy or communication failure not attributable to BESSD.	As per RfS veriosn 2.
64	RfS	9.1.(e).1	Annual availability 95%; only months at/under 95% averaged into annual figure.	Provide a fully worked availability computation and confirm treatment of hours lost to grid/transmission constraints outside BESSD control.	As per RfS (illustrated in Annexure D).
65	RfS	9.1.(e).2	**Section 2: Clause 9.1.2** Availability of the Project shall mean the ability of the BESS to execute a function i.e. charging or discharging, when called upon to do so, as per the schedule provided by the MSEDCL, subject to the minimum system ratings specified herein	Please clarify the details of the **schedule**, how will it be given, what will be the time period to decide on the schedule?	It will be as per MSEDCL requirement & will be issued on day ahead basis.
66	RfS	9.1.(e).3.a	**Section 2: Clause 8.1.d.(iii).a** (a) For RtE <70%, there shall be a liquidated damage @ APPC tariff of respective financial year as declared by MSEDCL, levied upon the excess conversion losses, considering system RtE = 85% and tariff payment for the corresponding month shall not be made to the BESSD; ;	1. It is understood that APPC is Average Power Purchase Cost. Kindly confirm. 2. Kindly provide the applicable escalation rate of the Average Power Purchase Cost (APPC) of MSEDCL for the duration of the BESPA agreement. 3. In case of any substantial variation in APPC during the tenure of the agreement, the same should considered under the ambit of “Change in Law,” and BESSD should be allowed to recover additional capacity charges as such changes may significantly impact the financial viability of the project, particularly in scenarios where the system RtE falls below 85%.	1. APPC is Average Power Purchase Cost of respective financial year as declared by MSEDCL. No change in Law is allowed for variations in APPC.

Sr. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	MSEDCL's response
67	RfS	9.1.(e).7	Maximum cooling time between charge/discharge = 1 hr; recovery for one cycle not more than 2 hr.	Clarify definitions and how recovery/cooling time is treated in the availability computation.	As per RfS version 2.
68	RfS	9.1.5	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: Year Minimum Dispatchable Capacity at the end of Year (as a % of Capacity at the Beginning of Life/Final COD) 1 98.00% 2 96.00%	As per RFP, it is not clear whether failure to meet the prescribed degradation profile would have any impact on the discovered tariff/payment in addition to any applicable performance penalties. It may be clarified that non-achievement of the prescribed minimum Dispatchable Capacity shall not lead to any reduction or revision of the discovered tariff. Any consequences shall be limited only to the performance guarantees, penalties, or liquidated damages explicitly specified under the RfS/PPA. Is it case 1 or case 2 from below table, Kindly clarify. :	No change in RfS provisions. Refer clause no. 9.1 of BESPA for clarity.
69	RfS	9.1.e.(1)	The procurement shall be in power (MW) terms. The BESSD shall install, operate, and maintain the BESS to offer facility to MSEDCL to charge and discharge the BESS on an "on demand" basis. The BESSD shall guarantee a System Availability of minimum 95% on annual basis..... .... Annual Average Availability. While considering Annul Average availability, only lesser then 95% or up to 95% Monthly Average Availability to be added to derive the Annual Average Availability. The illustration is provided as under.	The procurement shall be in power (MW) terms. The BESSD shall install, operate, and maintain the BESS to offer facility to MSEDCL to charge and discharge the BESS on an "on demand" basis. The BESSD shall guarantee a System Availability of minimum 95% on annual basis..... .... Annual Average Availability. ~~While considering Annul Average availability, only lesser then 95% or up to 95% Monthly Average Availability to be added to derive the Annual Average Availability. The illustration is provided as under.~~	As per RfS version 2.
70	RfS	9.1.e.3	• Under **Clause 9.1.e.3** and Clause 9.2, Liquidated Damages for RTE shortfall and for Availability shortfall appear to be levied independently and cumulatively for the same period, in addition to withholding of the month's tariff payment where RTE falls below 70% (Clause 9.1.e.3(a)). For a long-tenure (15-year) agreement of this nature, is there any overall annual/monthly cap on aggregate Liquidated Damages, as is customary in comparable long-term BESS/PPA structures, to provide bankable certainty to lenders?	Under **Clause 9.1.e.3** and Clause 9.2, Liquidated Damages for RTE shortfall and for Availability shortfall appear to be levied independently and cumulatively for the same period, in addition to withholding of the month's tariff payment where RTE falls below 70% (Clause 9.1.e.3(a)). For a long-tenure (15-year) agreement of this nature, is there any overall annual/monthly cap on aggregate Liquidated Damages, as is customary in comparable long-term BESS/PPA structures, to provide bankable certainty to lenders?	As per RfS version 2.
71	RfS	9.2	LD is applicable for failure to meet energy/capacity availability; additional LD applies for monthly RtE failure.	Kindly clarify whether LD for availability and RtE will be mutually exclusive for the same event/time block to avoid double penalty, and whether LD will be capped at monthly capacity charges.	As per RfS version 2.
72	RfS/BESPA	9.2 / Cl. 4.4.2.3	Availability LD = twice the capacity charges for unavailable capacity; RtE LD @ APPC rate; no aggregate cap.	Request an annual and overall cap on aggregate liquidated damages.	No change. As per RfS version 2.
73	RfS	10.2	SCD within 18 months.	Kindly clarify whether delay in land handover, substation readiness or transmission infrastructure by MSEDCL/MSETCL shall automatically extend the Scheduled Commissioning Date.	As per RfS version 2.
74	RfS	10	Commissioning requires three consecutive days of full charge-discharge cycle, one full cycle per day.	Please provide detailed commissioning procedure including pre-commissioning checks, capacity test, RtE test, availability declaration, SLDC scheduling support, failure/retest rules and acceptance tolerance.	As per RfS version 2 and BESPA
75	RfS	10.1	Part commissioning is accepted in minimum blocks of 25 MW/50 MWh, or 10 MW/20 MWh for BESS connected at MSEDCL substations.	Please clarify whether monthly capacity charges will commence from UCOD for part-commissioned capacity and whether VGF milestone/COD benefits shall be proportionate for part commissioning.	Monthly capacity charges will commence from UCOD for part commissioned capacity. VGF milestones/ COD benefits shall be on contracted capacity only.
76	RfS	10.2(A)	"The Scheduled Commencement of Supply Date (SCSD) for supplying power from the full Project capacity shall be the date as on 18 months from the Effective Date of the BESPA ....."	In tenders floated by all the Renewable Energy Implementing Agencies (i.e GUVNL/TNGECL etc..SCSD is provided 24 months from the Effective Date of BESPA. Hence, It is requested to provide atleast 24 months for SCSD from the Effective Date of BESPA.	As per RfS version 2.

Sr. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	MSEDCL's response
77	RfS	10.2.a	The Scheduled Commissioning Date (SCD) for commissioning of the full capacity of the Project shall be the date as on 18 months from the Effective Date of BESPA (for e.g. if Effective Date of the BESPA is 05.07.2022, then SCD shall be 05.01.2024.	Kindly extend the SCD from 18 months to 36 months	As per RfS version 2.
78	RfS	11.10 (a)	**Clause 11.10 (a)** If, prior to the completion of the 180 (one hundred and eighty) Day period (or any extended period) for a Force Majeure Event commencing from the date of issuance of the Force Majeure Notice, the Parties are of the reasonable view that a Force Majeure Event is likely to continue beyond such 180 (one hundred and eighty) Day period or any extended period agreed in pursuance of Article 11.5 (Performance Excused); or that it is uneconomic or impractical to restore the affected Unit, then the Parties may mutually decide to terminate the BESPA, and the termination shall take effect from the date on which such decision is taken.	During Construction Phase, Force Majeure events being beyond the reasonable control of the BESSD can result in significant disruption to project execution, BESSD needs to be protected from such unforeseen situation and be entitled to recover the capital already invested (land acquisition, equipment procurement, civil works) , IEDC & IDC incurred. Accordingly, there needs to be provision of compensation to recover the cost incurred by the developer of BESS during construction and operational phase of project.	As per RfS version 2.
79	RfS	12(ii)(a)	The RfS refers to recovery of MSEDCL's payment default "through the Letter of Credit" (Clause 12(ii)(a)) as the payment security mechanism, but does not specify the LC amount, revolving nature, tenor, or opening bank elsewhere in the RfS. Kindly confirm the minimum LC amount and its replenishment mechanism ?	The RfS refers to recovery of MSEDCL's payment default "through the Letter of Credit" (Clause 12(ii)(a)) as the payment security mechanism, but does not specify the LC amount, revolving nature, tenor, or opening bank elsewhere in the RfS. Kindly confirm the minimum LC amount and its replenishment mechanism ?	As per BESPA clause 10.3.5
80	RfS	12(ii)(a)	Given the 15-year long-tenure BESPA structure, what payment security is offered to the BESSD in the event of delayed release of Monthly Bills beyond the Due Date, over and above the Letter of Credit referred to in Clause 12(ii)(a)?	Given the 15-year long-tenure BESPA structure, what payment security is offered to the BESSD in the event of delayed release of Monthly Bills beyond the Due Date, over and above the Letter of Credit referred to in Clause 12(ii)(a)?	As per BESPA clause 10.3.5
81	RfS	19	Note: The BESSD should apply for all the necessary approvals & get the necessary approvals, permits and clearances not more than 60 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 above timeline shall be adhered to, in order to examine cases where the BESSD faces delay in grant of the necessary approvals and permits, for a period substantially greater than the standard period of grant of approval by the respective organizations.	Note: The BESSD should apply for all the necessary approvals & get the necessary approvals, permits and clearances not more than the **last date of Financial Closure**, which shall be complete in all respects, incorporating the clarifications/changes as required by the concerned authorities. The above timeline shall be adhered to, in order to examine cases where the BESSD faces delay in grant of the necessary approvals and permits, for a period substantially greater than the standard period of grant of approval by the respective organizations.	Refer to the clause 19 of RfS version 2
82	RfS	19 note	BESSD to apply for and obtain all approvals/permits within 60 days of the Effective Date.	Confirm this timeline is directory not mandatory; request SCD relief where statutory approvals are delayed for reasons beyond the BESSD's control.	No SCD extension shall be allowed on account of delay in approvals
83	RfS	19(b)	Approval for water from the concerned authority (if applicable) required for the Project.	1. NOC is required only if TL is above 33kV, 2. approval of water is required in case of DAM or river crossing please clarify if this is required in this case?-	As per RfS
84	RfS	20	**Electronic Bank Guarantee (e-BG) towards Earnest Money Deposit As per the (EMD):** Earnest Money Deposit (Amount of INR 5,60,000 (Indian rupees Five Lakhs and Sixty Thousand only) per MW) in the form of E-Bank Guarantee/POI according to Format 7.3 A/7.3 D and valid for 09 months from the last date of bid submission, shall be submitted by the Bidder along with their bid, failing which the bid shall be summarily rejected. The E-Bank Guarantees/POI towards EMD have to be issued in the name of the Bidding Company/ Lead Member of Bidding Consortium. In the event of encashment of EMD, the encashed amount shall include all applicable taxes. Only Electronic Bank Guarantee (e-BG) is acceptable against EMD under this RfS.	As per the Amendment to the General Financial Rule (GFR), 2017 issued by Ministry of Finance, **EMD / Bid Security can be submitted in the form of Insurance Surety Bonds** and the same is accepted by most of the Public Sector organizations like NHAL , NHIDCL, BRO, MORTH, NHPC, NPCIL etc and Other State Utilities like APTRANSCO, TGTRANSCO, OPTCL, RVUNL DTL etc. **Hence, we request to kindly accept to submit the EMD/Bid ment Security in form of Insurance Surety Bond also. Further, we request to provide the format for the same.**	Request accepted. ISB is allowed towards EMD and Performance Security/PBG. No physical BG allowed.

Sr. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	MSEDCL's response
85	RfS	20.1	"Guarantees issued by following Banks will be accepted as E-PBG/EMD on permanent basis 1. All Nationalized Banks……."	Bidder will be issuing EMD e-BG from anywhere in India including Chennai , If required,MSEDCL can encash EMD BG from issuing bank at Chennai, and stamp duty will be paid at the place of execution , Hence, Bidder can issue EMD BG from chennai location.Please Confirm	Yes. As per RFS version 2.
86	RfS	20.1	"Earnest Money Deposit (Amount of INR 5,60,000 (Indian rupees Five Lakhs and Sixty Thousand only) per MW) in the form of E-Bank Guarantee……….."	Requesting MSEDCL to provide Bidders the PAN No. and UIN(Unique Identification Number) already issued by NeSL(National e Governance Services Limited) to MSEDCL for e-BG processing.	will be provided.
87	RfS	21.8	"………. shall be effective when the BG/POI issuance message is transmitted by the issuing bank through SFMS to MSEDCL‟s bank and a confirmation in this regard is received by MSEDCL"	No SFMS confirmation required if bidders are submitting e-BG. Please Confirm.	SFMS confirmation required.
88	RfS	21.8	PBG returned within 45 days of COD, extendable at MSEDCL's discretion up to 15 months from COD.	Specify the conditions under which MSEDCL may extend PBG retention up to 15 months; request objective triggers.	
89	RfS	22.1 & 31	BESPA signed only after MERC adoption of tariff; no outer date. Bid validity is 180 days.	Specify an outer limit for BESPA signing. What is the remedy if MERC approval extends beyond the 180-day bid validity?	
90	RfS	22.2	**Section 3 - Clause 22.2** The BESPA shall be valid for a period of 15 years from the date of full commissioning of the Project. Any extension of the BESPA beyond the term of the BESPA shall be through mutual agreement between BESSD and MSEDCL.	The details of various performance parameters (e.g. availability, RtE etc.) must be specified that if remain within the range, the BESPA will be extended. Please specify the period for which BESPA will be extended. The tariff for the extended period should remain the same provided the performance parameters are met. As bidders may interpret the extension clause differently, leading to non-uniform tariff assumptions, we request to clearly specify: The percentage of battery cycles that are expected to be utilized during the initial 15-year BESPA period. The standard assumption for the number of unutilized cycles that may be considered for the extension period. The maximum duration (in years) for which the BESPA may be extended based on these unutilized cycles. To ensure a level playing field, we request to provide a uniform methodology or assumption model that all bidders must follow while estimating the impact of the extension period on their tariff.	As per RfS version 2.
91	RfS	23.1	The Projects shall achieve Financial Closure within the date as on 6 months after the Effective Date of the BESPA	The Projects shall achieve Financial Closure within the date as on **9 months** after the Effective Date of the BESPA	No Change in RfS. It is as per MoP guidelines.
92	RfS	24.1	For Part-A projects, MSEDCL will provide land on a Right-of-Use basis at an annual lease charge of Rs 1 per site/location. The RfS notes that if the provided land is not suitable, bidders may opt for private land. The responsibility for identifying and acquiring this private land lies solely with the developer.	If a developer must acquire private land because the MSEDCL-provided land is technically or commercially unsuitable, will MSEDCL provide any financial relief, timeline extensions for the Scheduled Commissioning Date (SCD), or allow tariff adjustments to absorb the unforeseen land acquisition costs?	Request not accepted

Sr. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	MSEDCL's response
93	RfS	24.1	**SECTION 2. SPECIAL CONDITIONS OF CONTRACT: Clause 24** 24.1 i. For the BESS projects under Part-A, the land shall be provided through Right-of-Use basis by MSEDCL to the developer, at annual lease charge of Rs1 per site/location per Year. If the land is not provided by MSEDCL or provided land is not suitable, bidders may opt for private land. The responsibility for identification, acquisition, and securing of private land shall lie solely with the respective Battery Energy Storage System Developer (BESSD).	Kindly share the details of the identified substations, including the envisaged BESS capacity at each location, available land/space for BESS installation, and available power quantum/connectivity. This information is required to accurately assess land requirements and develop the project layout. Further, kindly provide the geotechnical investigation report, contour survey details, and existing substation layout/drawings to enable assessment of site suitability, foundation requirements, constructability, and overall feasibility of BESS implementation. It is understood that land for installation of the BESS is envisaged to be provided by MSEDCL under Part-A of the Project. In this regard, kindly clarify that, in the event suitable land is not made available by MSEDCL at any identified substation/location, the cost of land procurement/acquisition at prevailing market rates, along with all associated costs towards evacuation and connectivity infrastructure, including transmission lines, bays, RoW, statutory approvals/clearances, and related works, shall be borne by MSEDCL and shall not form part of the scope of the BESS Developer (BESSD). Further, absence of clarity regarding the exact land parcel proposed to be allotted, including its availability, suitability, and associated site conditions, may adversely impact project planning and execution. Since the bidders are presently unable to undertake detailed site surveys and investigations of the proposed locations, the feasibility of accommodating the envisaged BESS capacity, constructability aspects, geotechnical conditions, accessibility, and connectivity requirements cannot be adequately assessed. Any ambiguity relating to land availability and suitability may therefore lead to significant execution risks, time overruns, and cost implications for the Project. Accordingly, it is requested that MSEDCL provide complete details of the proposed land parcels and confirm its responsibility for land availability and associated infrastructure in the event the identified land is found to be unavailable or unsuitable for development of the envisaged BESS capacity.	List for Part A will be provided to succesful bidders. For List of Part B pl. refer Annexure E1 & E2. List of the Locations will be shared by MSEDCL, rest of the work is in the scope of Bidder.
94	RfS	24.1(i)	For Part-A, land shall be provided through Right-of-Use by MSEDCL at annual lease charge of Rs. 1 per site/location/year; if land is not provided or unsuitable, bidders may opt for private land.	Kindly clarify that MSETCL land shall be subleased / made available by MSEDCL to BESSD through legally valid ROU/sublease arrangement for full BESPA tenure and that all approvals from MSETCL/MSEDCL/State authorities for use of such land shall be arranged by MSEDCL.	As per RfS version 2.
95	RfS	24.1(i)	If MSEDCL-provided land is not suitable, bidders may opt for private land.	Kindly clarify whether bidder may reject unsuitable MSEDCL/MSETCL land after due diligence without losing bid security / without default, and whether SCD will be extended until alternate land is finalized.	No SCD extension shall be allowed on account of opting Pvt. Land.
96	RfS	24.1(i)	Part A land provided by MSEDCL on RoU @ Rs.1/site/yr; if not provided or unsuitable, bidder arranges private land.	Will MSEDCL confirm availability and suitability of Part-A land before LOA? Will SCD be extended where MSEDCL-provided land is delayed or found unsuitable?	List of the Locations will be shared by MSEDCL, rest of the work is in the scope of Bidder.
97	RfS	24.1, 24.2 and 24.3		The RfS mentions that for Part A, land shall be provided by MSEDCL on Right-of-Use basis at an annual lease charge of Rs. 1 per site/location per year. Kindly clarify the detailed terms of this Right-of-Use arrangement, including responsibility for land levelling, fencing, approach road, drainage, fire separation, security, access rights, statutory permissions, taxes/charges if any, and whether the ROU agreement will be executed directly with MSEDCL/MSETCL for the full BESPA tenure.	List of the Locations will be shared by MSEDCL, rest of the work is in the scope of Bidder.
98	RfS	24.1. (i)	For the BESS projects under Part-A, the land shall be provided through Right-of-Use basis by MSEDCL to the developer, at annual lease charge of Rs1 per site/location per Year. The responsibility for identification, acquisition, and securing of private land shall lie solely with the respective Battery Energy Storage System Developer (BESSD).	For the BESS projects under Part-A, the land shall be provided through Right-of-Use basis by MSEDCL to the developer,**within 15 days upon signing of the BESPA,** at annual lease charge of Rs1 per site/location per Year.	Please refer to the clause 24 of RfS version 2
99	RfS	24.2	BESSD shall submit valid land lease agreement or ROU agreement for full BESPA term within 15 days of BESPA signing.	Since Part-A land is to be provided by MSEDCL/MSETCL, please extend the timeline for execution of land lease/ROU agreement to at least 60-90 days from BESPA signing or from site handover, whichever is later.	Please refer to the clause 24 of RfS version 2

Sr. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	MSEDCL's response
100	RfS	24.2	**SECTION 2. SPECIAL CONDITIONS OF CONTRACT: Clause 24.2** The BESSD shall submit a valid land lease agreement or ROU agreement for duration not less than the full term of the BESPA, within 15 days upon signing of the BESPA. In the event of default by the BESSD under the BESPA, the land lease/ROU shall stand terminated in accordance with the provisions of the agreement.	It is requested that the time period for submission of the land lease agreement/Right of Use (RoU) agreement be extended from 15 days to 90 days from the date of signing of the BESPA. Obtaining a valid land lease/RoU agreement involves multiple activities, including land identification, due diligence, title verification, commercial negotiations, preparation and execution of legal documents, and obtaining necessary internal approvals from the concerned authorities. These activities are time-consuming and may not be practically completed within the stipulated 15-day period. Accordingly, a period of 90 days may be provided to enable the BESSD to complete the requisite processes and submit the land lease/RoU agreement in a timely and compliant manner without impacting project implementation.	Please refer to the clause 24 of RfS version 2
101	RfS	24.2	The BESSD shall submit a valid land lease agreement or ROU agreement for duration not less than the full term of the BESPA, within 15 days upon signing of the BESPA. In the event of default by the BESSD under the BESPA, the land lease/ROU shallstand terminated in accordance with the provisions of the agreement.	The BESSD shall submit a valid land lease agreement or ROU agreement for duration not less than the full term of the BESPA, within **the financial closure period**. In the event of default by the BESSD under the BESPA, the land lease/ROU shallstand terminated in accordance with the provisions of the agreement.	Please refer to the clause 24 of RfS version 2
102	RfS	24.3	**Clause 24.3** recognises that the SCD may be extended for delays in execution of the land lease/ROU agreement arising from Force Majeure or Government-related delays, including land use conversion, clearance under land ceiling Acts, or lease permissions from the State Government. Since the land under Part-A is to be provided by MSEDCL on Right-of-Use basis, kindly clarify: (a) whether MSEDCL will itself obtain/facilitate these statutory land-related approvals (land use conversion, State Government lease permission and Other Clearances) prior to handover of the site to the BESSD ?	**Clause 24.3** recognises that the SCD may be extended for delays in execution of the land lease/ROU agreement arising from Force Majeure or Government-related delays, including land use conversion, clearance under land ceiling Acts, or lease permissions from the State Government. Since the land under Part-A is to be provided by MSEDCL on Right-of-Use basis, kindly clarify: (a) whether MSEDCL will itself obtain/facilitate these statutory land-related approvals (land use conversion, State Government lease permission and Other Clearances) prior to handover of the site to the BESSD ?	List of the Locations Will be shared by MSEDCL, rest of the work is in the scope of Bidder.
103	RfS	26.3	**SECTION 2. SPECIAL CONDITIONS OF CONTRACT: Clause 26.3** In case of Project being executed through SPV: A bidder which has been selected as successful Bidder based on this RfS shall execute the Project through a Special Purpose Vehicle (SPV) i.e. a Project company especially incorporated as a fully owned subsidiary Company (100% subsidiary) of the successful bidder for setting up of the Project which has to be registered under the Indian Companies Act, 2013, before signing of BESPA. It is also clarified that the SPV shall be only for the purpose of the Project under this RfS and shall not engage in any other activities that are not directly related to the Project.	It is requested that the requirement for formation of a dedicated SPV be relaxed. Several bidders already have existing entities engaged in the development, ownership, and operation of BESS/Renewable Energy projects. Formation of a separate SPV would require additional corporate approvals, regulatory compliances, and administrative processes, which may impact project timelines. Further, similar flexibility has been provided in other TBCB-based BESS tenders, including those floated by APTRANSCO, wherein bidders are permitted to implement the project through an existing eligible entity subject to fulfillment of all contractual obligations. Accordingly, bidders may be allowed to implement the Project through an existing eligible entity/group company or a dedicated SPV, at their discretion, subject to compliance with all obligations under the BESPA. This would facilitate faster project execution without compromising contractual performance requirements.	No change. As per RfS version 2.
104	RfS	28.6	"All documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/ Addenda, BESPA submitted online must be digitally signed by the person authorized by the Board as per Format 7.4. "	Bidders will Digitally Sign First and Last page of all documents of the response to RfS (including RfS and subsequent Amendments/ Clarifications/ Addenda, BESPA) and locking the documents, Requesting this to be considered as bidders compliance to Clause 28.6/Format 7.1, S.No1.Please confirm.	Request accepted
105	RfS	36.2	A Consortium shall participate with one of the consortium partners as the Lead Member.	Kindly clarify the number of consortium partners allowed	As per RfS version 2.
106	RfS	38	38.1 - a. The Net Worth of the Bidder shall be equal to INR 70 Lakhs/MW of the quoted capacity as on the last date of previous Financial Year, i.e.	Request to reduce it to 40Lakhs/MW	Please refer to the clause 38 of RfS version 2

Sr. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	MSEDCL's response
107	RfS	41.3	The Bidder including its Parent, Affiliate or Ultimate Parent or any Group Company will have to submit a single bid (single application) quoting a single tariff (capacity charges) in Indian Rupee per MW per month.	This clause restricts a corporate entity (including its affiliates/group companies) from submitting multiple independent bids with different tariff rates under the same category (Part A or Part B) to prevent collusive bidding.	Theis provision is applicable in case bidding for Part A or Part B independtly.
108	RfS	41.3, 41.4	Single tariff/capacity charges to be quoted in Rs/MW/month; effective capacity charges consider guaranteed RTE, baseline 85%, and reduce effective charges for higher RTE.	Please clarify that while higher RTE is considered for bid evaluation, monthly billing shall also provide incentive/benefit for actual RTE above 85% during operation, not only for bid ranking.	The Guaranteed Round Trip Efficiency (RtE) quoted by the Developer/Bidder in its bid shall remain firm and fixed across the entire term of the BESPA, and the same shall form the basis for all contractual performance evaluations as per RfS version 2 & BESPA.
109	RfS	41.4 & 41.6	"Effective Capacity Charges Where: = Quoted Capacity Charges x (1 + (baseline RtE - RTE guaranteed)/100)..." & "If the first-round effective capacity charges (based on quoted capacity charges & guaranteed RtE) is same for two or more Bidders, then all the Bidders with same effective capacity charges shall be considered of equal rank/ standing in the order."	Based on Calculation of Effective Capacity Charges, Multiple bidders may arrive at the same Effective capacity charges after e RA completion. In such scenario, if all such Bidders are ranked as L1 and have quoted for the full capacity under both Part A and Part B, kindly clarify the criteria/methodology that will be adopted for capacity allocation to such Bidders.(example if 3 bidders quoted 2000MW/4000MWh capcity each, and they all ranked as L1, at the e-RA completion, please specify the selection/awarding criteria for awarding the Full Capacity among such Bidders.)	As per RfS version 2. Rfer clause no. 44(I)
110	RfS	41.4 & 41.6	"Effective Capacity Charges Where: = Quoted Capacity Charges x (1 + (baseline RtE - RTE guaranteed)/100)..." & "If the first-round effective capacity charges (based on quoted capacity charges & guaranteed RtE) is same for two or more Bidders, then all the Bidders with same effective capacity charges shall be considered of equal rank/ standing in the order."	In the event of tie among multiple bidders having the same Effective Capacity Charges, it is requested that suitable tie breaking parameters such as RtE Efficiency, Quoted Tariff, or Time Stamp of bid submission be considered by assigning appropriate weitages to each parameter for determining capacity allocation, in case all such bidders are ranked as L1 with identical Efective Capacity Charges.	As per RfS version 2. Rfer clause no. 44(I)
111	RfS	41.4 & 44	Payable charges are back-calculated from guaranteed RtE; effective charges used for evaluation.	Confirm the guaranteed RtE is locked for the full term and clarify the consequence if actual operating RtE differs from the guaranteed value.	No change in RfS provisions. The Guaranteed Round Trip Efficiency (RtE) quoted by the Developer/Bidder in its bid shall remain firm and fixed across the entire term of the BESPA, and the same shall form the basis for all contractual performance evaluations as per RfS version 2 & BESPA.
112	RfS	41.3	Tariff/capacity charges are quoted as Rs/MW/month.	Please confirm that monthly invoicing shall be based on installed/commissioned contracted capacity in MW multiplied by discovered capacity charge in Rs/MW/month, with no reduction due to lower dispatch by MSEDCL or non-use of available capacity.	As per BESPA clause 9.1. Monthly capacity charges are linked to actual energy discharged to MSEDCL.
113	RfS	41.4	Illustration 4. If RTE = 88%: Effective Capacity Charges = 2,19,001× (1+ [(85–90) /100] =2,12,431	If RTE = 88%: Effective Capacity Charges = 2,19,001× (1+ [**(85–88)** /100] =2,12,431	Please refer to the clause 41.4 of RfS version 2
114	RfS	41.5	Effective Capacity Charges = Quoted Capacity Charges x (1 + (baseline RtE - RTE guaranteed)/100)	Please clarify if dispatch capacity RTE if higher than the baseline RTE then quoted capacity charges will decrease or increase	Effective capacity charges will decrease. These calaulation are used only for bid evaluations

Sr. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	MSEDCL's response
115	RfS	41.9 Note(3.)	" In case more than one bidder is quoted highest built-up effective capacity charges i.e., such bidders are at the same effective capacity charges, all such bidders will be eliminated. "	Based on Calculation of Effective Capacity Charges, Multiple bidders may arrive at the same & highest built-up Effective capacity charges during Financial Bid evaluation. In such scenario, if all such Bidders are ranked as H1, it is requested to eliminate based on the chronological order of their last bid with elimation of only that bidder who has quoted his last bid than others. And all other Bidders with Highest effective capacity charges will remain eligible for the e-RA. Please Confirm.(example if 3 bidders(B1,B2,B3) quoted highest built-up Effective capacity charges(Rs.2,50,000 each) at Bid submission (1.59PM, 2.00PM, 2.01 PM respectively on 23.07.2026) and they all ranked as H1, at the Financial Bid evaluation. But only B3 will be elimianted, B1 & B2 will be remain eligible for e-RA)	Please refer to the clause 41.9 (note) of RfS
116	RfS	41.9 -Note(i) & Clause 42	" …..on completion of Techno-commercial bid evaluation, if it is found that only one bidder is eligible, opening of the financial bid of the bidder will be at the discretion of MSEDCL…… " "……Two separate e-Reverse actions will be conducted for Part A & Part B. "	1.DoesFinancialbidOpeningande-RAwillbeonsameday,thenrequestto provide the time gap between the Financial bid Opening and e-RA. 2. Please Specify e-RA sequence for Part A and Part B. 3.PleaseSpecifywhethere-RA's forPartAandPartBwillbeconductedon same day. 4.Please specify the e-RA participation fee w.r.t Project to be paid to ISN-ETS , by Bidder seperately for Part A and Part B. 5. RequestingtoPleaseprovide the InvitationwithRASC (ReverseAuction SearchCode)minimum1daypriortoe-RAconductiontoshortlistedbidders sothatnecessarye-RAFeecanbepaidinadvancewithnecessary internal approvals.	E-RA for Part A & Part B will be conducted separatly on different timings which will be intimated to succesful bidders. E-RA participation fee will be as per the Bhart Portal rules.
117	RfS	42	"In the Reverse Auction, only Effective capacity charges of bidder shall be considered as bidding parameter……"	It is requested to display Quoted Tariff and RtE Efficiency alongwith the Effective Capacity Charges against every Pseudo Indentity of the Bidders.	Request not accepted
118	RfS	42.1.e:	**Section 5 – Clause 42.1.e:** The initial auction period will be of 30 minutes with a provision of auto extension by Eight minutes from the scheduled/extended closing time if any fresh bid is received in last eight (8) minutes of auction period or extended auction period. If no valid bid is received during last Eight minutes of auction period or extended auction period, then the reverse auction process will get closed.	1. It is understood that: (i) The initial duration of the eRA will be **30 minutes**. (ii) If any bid is placed and accepted in the **last 8 minutes**, the auction will be extended by another **8 minutes**. (iii) This extension will continue in **8-minute cycles** until no further accepted bids are received in the final 8 minutes. Kindly confirm if our understanding is correct. 2. In case a bid is not accepted due to technical issues on the ISN portal (e.g., system lag, connectivity errors), we request that the auction not be closed immediately. Instead, additional time should be provided to bidders until the issue is resolved, to ensure fairness and avoid unintended disqualification. 3. The current 8-minute window for auto-extension may be insufficient for bidders to consult internally and make informed decisions, especially when senior management approvals are involved. We request that this window be increased to at least 15 minutes to allow adequate time for decision-making.	As per RfS version 2.
119	RfS	42.1(b)	Minimum e-RA decrement is Rs.1000/MW/month, yet a revised tariff need only be "1 paisa less", while tariff must be quoted in whole numbers (no decimals).	Reconcile the 1-paisa decrement provision with the whole-number-only quoting rule and the Rs.1000 minimum decrement.	Please refer to the clause 42.1 of RfS version 2
120	RfS	44	Issuance of LOAs : The payable Capacity (Fixed) charges considering guaranteed RtE payable to the successful bidder will be derived by calculation as per formula as given below The calculation shall be made as follows Where: • Payable Capacity Charges = Charges payable to bidder after successful award in INR/MW/month. • Effective capacity charges = L1 derived after e-reverse auction. • Guaranteed RtE = Round-Trip Efficiency (%) declared by the Bidder. • Baseline RTE = 85%	This payable capacity charge should be fixed and should not be linked with any gauranteed RTE. May state utilities follow one capacity charge for complete tenure of BESP without any linkage to Energy	No change in RfS provisions. As per BESPA clause 9.1. Monthly capacity charges are linked to actual energy discharged to MSEDCL.

Sr. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	MSEDCL's response
121	RfS	Annexure - E	PROJECT LOCATION DETAILS To be shared with the successful bidder	We kindly request MSEDCL to share the tentative project location(s) along with KMZ file with boundaries marked during the bidding stage, as the location-specific parameters are essential for optimizing the BESS design, equipment selection, and technical compliance.	List of the Locations will be shared by MSEDCL, rest of the work is in the scope of Bidder.
122	RfS	Annexure-F:FORMAT FOR COMMISSIONING OF BESS & OTHER DETAILS	**Annexure-F:FORMAT FOR COMMISSIONING OF BESS & OTHER DETAILS** 1. Commissioning procedure of BESS to be followed by BESSD, 2. Commissioning checklist , 3. Synchronization declaration to be submitted by BESSD, 4. Declaration of System Particulars by BESSD, 5. Sample for part/full commissioning certification. 6. Communication parameters required by SLDC/MSEDCL (as applicable), 7. Fire safety wall for protection (As requested by BESSD-for reference), 8. MSEDCL substation LAYOUT	Kindly share the detailed format	Will be shared to succesful bidders
123	RfS	Format 7.1: Covering Letter: Clause 11	**Format 7.1: Covering Letter: Clause 11** We confirm that all the terms and conditions of our Bid are valid up to (Insert date in dd/mm/yyyy) for acceptance [i.e. a period of 180 (One Hundred Eighty) Days from the last date of submission of response to RfS]	The bid validity of 180 days has been deliberated in detail with the BESS OEMs, and they have confirmed that considering the forex fluctuations, price bid validity of **maximum 90 days** can only be provided. Considering the above it is kindly requested to reduce the bid validity to 3 months from existing 180 days.	As per RfS veriosn 2.
124	RfS	NA	Any Deviation Settlement Mechanism (DSM) penalties resulting from a violation of the charging or discharging schedule shall be on the account of the developer. The document also states that the discharge of power from the BESS may be subject to grid transmission constraints at the MSEDCL/MSETCL substations.	Will the developer be explicitly exempted from DSM penalties if a deviation from the schedule is caused directly by grid transmission constraints, lack of charging power provided by MSEDCL, or dispatch override instructions from MSEDCL/SLDC?	As per RfS veriosn 2.
125	RfS	Schedule-B	"Tentative List of Locations for Installation of BESS" appears only as a heading; no site list is populated.	Please publish the tentative Schedule-B site list (substation name, voltage level, available bay capacity, connectivity margin) before bid submission to enable accurate pricing.	For List of Part B pl. refer Annexure E1 & E2.
126	RfS	SECTION 2. SPECIAL CONDITIONS OF CONTRACT: Clause 8.7	**SECTION 2. SPECIAL CONDITIONS OF CONTRACT: Clause 8.7** Reactive power charges shall be on account of BESSD as applicable.	Clause 9(d) and 9(e) require the BESS to support voltage regulation, reactive power control, power factor correction, and power quality improvement. Such applications may require substantial reactive power exchange, the extent of which depends upon grid conditions and dispatch requirements that cannot be determined in advance. While the BESPA clearly defines the charging/discharging obligations and availability requirements for active power and energy, no corresponding provisions have been specified regarding reactive power support, its measurement, compensation, or operational limits. It is therefore requested to clarify that any requirement for reactive power support beyond the minimum grid code compliance obligations shall be at the instruction of the Utility/Procurer and that any associated charges, losses, degradation, auxiliary consumption, or impact on BESS performance shall be to the account of the Utility/Procurer. Further, since separate reactive energy charges are generally not applicable at the ISTS level, suitable provisions may be incorporated to compensate the BESSD for STU/DISCOM connected BESS for reactive power services utilized by the Utility/DISCOM for grid support and power quality improvement.	Refer to the clause 9.2 of BESPA
127	RfS Annexure A / PCS Standards	NA	PCS standards are listed but detailed electrical performance parameters are not tabulated.	Please define PCS continuous rating, short-time overload capability, ramp rate, response time, reactive power range, power factor capability, efficiency curve and derating with ambient temperature.	As per RfS veriosn 2.
128	BESPA	3.2.2	Financial-closure extension allowed at Rs.1000/day/MW, paid in advance, with no impact on SCD.	Specify the maximum permissible extension period and confirm the refund mechanics on timely commissioning.	As per RfS & BESPA

Sr. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	MSEDCL's response
129	BESPA	4.4.2.2	Guaranteed AC-to-AC RtE of 85% on a monthly basis, with LDs below.	Provide the exact RtE measurement/calculation procedure, metering boundary, and any temperature/auxiliary correction.	As per RfS & BESPA
130	BESPA	BESPA Article 4.4.2.1 and Schedule-A		BESPA Article 4.4.2.1 provides the methodology for Annual Average Availability, where monthly availability above 95% appears to be capped at 95% for calculation. Kindly clarify whether higher availability in one month can be adjusted against lower availability in another month, or whether each month will be capped at 95% while calculating annual availability.	As per RfS & BESPA
131	BESPA	8.2.2	On a Force-Majeure total loss, MSEDCL has a claim on the insurance proceeds.	Clarify allocation of insurance proceeds between MSEDCL's claim and the BESSD's outstanding Debt/Equity, and lender rights over proceeds.	As per RfS & BESPA
132	BESPA	9.1	The BESSD shall be entitled to receive the Tariff of INR ______/MW/Month fixed for the entire term of this Agreement, with effect from commissioning of Project or part thereof from the SCD, the Contracted Capacity made available to the MSEDCL during BESPA Period, as per the provisions of this agreement & as per the measurement at the Main ABT meter at the point of interconnection/as certified in the SEA by Maharashtra SLDC/NLDC/RLDC/Regional Power Committee as applicable. Monthly Capacity Charges will be calculated using the average actual discharged or exported capacity during the billing month.	The BESSD shall be entitled to receive the Tariff of INR ______/MW/Month fixed for the entire term of this Agreement, with effect from commissioning of Project or part thereof from the SCD, the Contracted Capacity made available to the MSEDCL during BESPA Period, as per the provisions of this agreement & as per the measurement at the Main ABT meter at the point of interconnection/as certified in the SEA by Maharashtra SLDC/NLDC/RLDC/Regional Power Committee as applicable. ~~Monthly Capacity Charges will be calculated using the average actual discharged or exported capacity during the billing month.~~	No change in BESPA provisions.
133	BESPA	9.2	**Clause 9.2** **For each KVARH drawn from the grid, the BESSD shall pay at the rate of Rs.0.55 per unit with escalation of 10% per year or as per rate determined by MERC from time to time whichever is higher. The said rate will be reviewed at the end of every year by MSEDCL**	In case of any substantial variation in rate determined by SERC for KVARh during the tenure of the agreement, the same should considered under the ambit of "Change in Law," and BESSD should be allowed to recover additional KVArh charges as such changes may significantly impact the financial viability of the project.	No change in law allowed on account of variation in KVArh charges. Pl. refer BESPA clause No. 9.2
134	BESPA	9.2	**Clause 9.2** For each KVARH drawn from the grid, the BESSD shall pay at the rate of Rs.0.55 per unit with escalation of 10% per year or as per rate determined by MERC from time to time whichever is higher. The said rate will be reviewed at the end of every year by MSEDCL	Since charging/discharging operations are managed by Regulators, and the BESSD is only providing the storage infrastructure, we request that KVARH charges not be levied on the BESSD	As per BESPA provision
135	BESPA	BESPA Article 10.3.5 to 10.3.13 – Payment Security Mechanism		The Draft BESPA provides for Letter of Credit payment security. Kindly clarify whether the LC amount will be limited to 100% of average monthly billing, whether LC charges will be borne by BESSD as stated in the Draft BESPA, and whether any additional payment security fund or escrow mechanism will be provided by MSEDCL.	As per BESPA provision
136	BESPA	10.3.7	Payment security LC = 100% of estimated average monthly billing (approx. one month's exposure).	Request enhancement of the payment-security cover (e.g., 3 months), and/or a payment-security fund / State guarantee / tri-partite escrow given the 15-year term.	As per BESPA provision
137	BESPA	13.2.1	MSEDCL Event of Default triggers only after 90 days' non-payment beyond Due Date AND the LC is unable to recover the amount.	Request a shorter cure period and confirmation that Late Payment Surcharge accrues from the Due Date irrespective of the default trigger.	As per BESPA provision
138	BESPA	13.3.4 vs 13.4.4	On BESSD default, BESSD pays 6 months' charges; on MSEDCL default, MSEDCL pays only 3 months (novation) or 6 months (continuation).	Request symmetry of termination compensation and clarify Debt + Adjusted-Equity payout on MSEDCL default in all sub-cases.	As per BESPA provision
139	BESPA	13.4.2 & 13.4.4	On MSEDCL default: 90-day consultation + 210 days before BESSD may act.	Request reduction of the aggregate 300-day period and interim payment protection during the consultation window.	As per BESPA provision
140	BESPA	Article 11	Force Majeure allows termination only after 180 days of continuance.	Confirm the FM definition covers grid/transmission unavailability, land/RoW delays and adverse policy/regulatory change.	As per BESPA provision

Sr. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	MSEDCL's response
141	BESPA	Article 12	Change in Law: affected party may file a petition before the Commission within 30 days.	Clarify scope of Change in Law (GST, BCD, safeguard duty, cess, new levies), the restitution mechanism/timeline, and tariff pass-through.	As per BESPA provision
142	BESPA	NA	NA	We kindly request you to share a draft Battery Energy Purchase Agreement (BESPA) for the reference of the Bidder	Draft BESPA is published vide addendum-2, dated 07.07.2026
143	RfS/BESPA	RfS / BESPA – EMD, PBG and VGF Security		The RfS/BESPA provides for e-BG/POI for EMD/PBG and e-BG/Insurance Surety Bond for VGF security. Kindly clarify whether Insurance Surety Bond is acceptable for EMD and Performance Security/PBG also, or whether it is acceptable only for VGF-related security.	Insurance Surety Bond is acceptable for EMD
144	General / Interface Scope	NA	Project includes bays, dedicated transmission line and associated facilities up to injection point as applicable.	Please provide clear scope matrix between MSEDCL/MSETCL/BESSD for land, bay extension, transformer, metering, protection, SCADA, communication, auxiliary supply, approach road, water, drainage, security and statutory approvals.	List of the Locations will be shared by MSEDCL, rest of the work is in the scope of Bidder.
145		8.1.(4).(c) & (d)	**SECTION 2 (SPECIAL CONIDTIONS OF CONTRACT): Clause 8.1.(4).(c) & (d)** c. The BESSD should take separate auxiliary connection for auxiliary power d. The charges for auxiliary power consumption shall be borne by the BESSD.	In line with Draft CERC regulations of Integrated Energy Storage Systems, the Auxiliary Energy Charges may be limited to the 5% of the input energy supply to the BESS, and cost in this regard may be borne by MSEDCL. Further, the auxiliary energy consumption beyond 5% may be levied as per prevailing DISCOM tariff. This shall encourage competitive price discovery.	Request not accepted
146		NA	What are the specific provisions/procedure for the Auxiliary Consumption arrangement, including whether MSEDCL will facilitate a separate auxiliary connection at the substation end or whether the BESSD is required to independently apply to the local DISCOM, and whether any open access/wheeling charges will apply on such auxiliary supply?	• What are the specific provisions/procedure for the Auxiliary Consumption arrangement, including whether MSEDCL will facilitate a separate auxiliary connection at the substation end or whether the BESSD is required to independently apply to the local DISCOM, and whether any open access/wheeling charges will apply on such auxiliary supply?	As per BESPA clause 6.1.6., Auxilary Connection is in the BESSD Scope. BESSD can arrange auxilary power from any permissible source as per prevailing regulations.
147		NA		Is a separate meter required to be installed for auxiliary consumption?	Yes
148		NA		Kindly confirm the source and scope of construction power and operational auxiliary power supply, including the responsibility for providing the same.	Construction power & Auxilary Connection is in the BESSD Scope. BESSD can arrange Construction power & auxilary power from any permissible source as per prevailing regulations.
149		NA		Will the Reverse Auctions for Part A and Part B be conducted simultaneously? If not, kindly clarify the timelines.	No
150		NA		If the capacity allocated to Part A is undersubscribed, will the unallocated capacity be transferred to Part B?	As per RfS version 2.
151		NA		Will the Bank Guarantee (BG) amounts reduce proportionately with the allocated capacity?	Yes
152		NA		In line with market standards, we request a 2–3 day gap between online and offline bid submissions	Request accepted. As per RfS veriosn 2.
153		NA	RfS tariff quotation is capacity-charge based; tax/GST treatment and change in law impact need clarification.	Please clarify GST applicability on capacity charges, treatment of change in law/taxes/duties, and reimbursement mechanism for statutory cost impact after bid submission.	GST if applicable will be paid extra
154		NA	Billing and Payment	Capacity charge payable shall be in proportion to degradaton or it will be fixed monthly charge	As per BESPA clause 9.1. Monthly capacity charges are linked to actual energy discharged to MSEDCL.
155		NA		Kindly clarify that the DPIIT registration is mandatory for importing as a integrated BESS container from the land border sharing countries	As per RfS version 2.
156		NA		Can one operational cycle be split into multiple charging/discharging windows in a day?	Yes as per MSEDCL requirement

Sr. No.	Documents	Clause No.	Existing Clause	Proposed Modifications	MSEDCL's response
157		NA		Will the land be handed over free from encumbrances, utilities, trees, and access constraints?	List of the Locations will be shared by MSEDCL, rest of the work is in the scope of Bidder.
158		NA		Kindly confirm whether water supply and construction power shall be provided by the owner free of cost during project execution.	Request not accepted
159		NA		If charging schedules are not issued by MSEDCL, will those periods be excluded from availability calculations?	As per RfS version 2.
160		NA		How will system availability be treated during grid outages, bay outages and transmission congestion?	As per RfS version 2.
161		NA		The bidding document specifies a minimum AC-AC Round Trip Efficiency (RTE) of 87%. Kindly clarify whether the auxiliary power consumption is included in the RTE calculation.	The minimum AC-AC Round Trip Efficiency (RTE) is 85%. Auxillary Power consumption is not included in RtE calculation
162		NA		Please confirm whether the stipulated 18-month project completion period includes the time required for obtaining statutory approvals, permits, and shutdown approvals from the concerned authorities.	Yes