

Addendum 2

Date: 18.10.2026

(RfS No. MSEDCL/BESS/Phase-3/MT/26-27/002/dated 24/09/2026)

With reference to the RfS for procurement of energy by MSEDCL for a medium-term period of 5 years through Battery Energy Storage Systems (BESS) of 1000 MW/4000 MWh (1 cycle per day), with a Green Shoe Option of 500 MW/2000 MWh, under Tariff-Based Competitive Bidding, the replies to the pre-bid queries are enclosed herewith.

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

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Pre-Bid Query Replies in r/o RFS No. MSEDCL/BESS/Phase-3/MT/26-27/002 dated 24.09.2026

Sr. No.	RfS Clause No.	Existing Clause	Proposed Modifications	MSEDCL's response
1	6.2	The BESSD shall, at the time of Bid submission, declare the proposed Interconnection Point of the Project. The Interconnection Point once declared and accepted by MSEDCL shall remain fixed and shall not be changed during the entire Contract Period.	The BESSD shall, at the time of Bid submission, declare the proposed Interconnection Point of the Project. The Interconnection Point can be changed subject to MSEDCL approval during the entire Contract Period.	Amended Clause: The Interconnection Point may be changed during the Contract Period, subject to prior approval of MSEDCL, provided that such change does not have any commercial impact on MSEDCL. No extension of the Delivery Date shall be permitted on account of any change in the Interconnection Point. If any commercial impact, it will be borne by the bidder.
2	8.1.2.i	The MSEDCL will schedule charging of the BESS with equal amount of energy plus energy expected to be lost as conversion losses determined from the guaranteed Round - Trip Efficiency (RtE) of the system) Illustration: For a Project / Contracted Capacity of 1000 MW/ 4000 MWh, with RtE of 85%, MSEDCL shall supply charging power to the tune of $(1000 \times 4) / 0.85 = 4706$ MWh, to expect a discharge of 4000 MWh as per the desired schedule.	The MSEDCL will schedule charging of the BESS with equal amount of energy plus energy expected to be lost as conversion losses (determined from the guaranteed Round - Trip Efficiency (RtE) of the system) at the delivery point. Illustration: For a Project / Contracted Capacity of 1000 MW/ 4000 MWh, with RtE of 85%, MSEDCL shall supply charging power to the tune of $(1000 \times 4) / 0.85 = 4706$ MWh, to expect a discharge of 4000 MWh as per the desired schedule.	Accepted
3	8.1.5.iv.b	Auxiliary power will be in the scope of BESSD.	Auxiliary power clause should be removed	As per RfS
4	8.1.5.iv.c	The BESSD should take separate auxiliary connections for auxiliary power		Deleted
5	8.1.5.iv.d	The charges for auxiliary power consumption shall be borne by the BESSD. The necessary arrangement for availing auxiliary power shall be done by BESSD.		
6	8.1.5.iv.e	The BESSD may procure auxiliary power from any permissible sources in accordance with prevailing regulations.		
7	8.1.5.iv.f	The BESSD shall be solely responsible for accounting for battery degradation over the Term of the BESPA and shall design the Project with adequate oversizing and/or planned augmentation to ensure that the Contracted Capacity, Contracted Energy Capacity and Availability requirements are maintained at all times during the Term. No degradation allowance shall be admissible, and no compensation, tariff adjustment, relief or extension of time shall be granted on account of battery degradation. All costs associated with mitigating the impact of battery degradation, including battery augmentation and replacement, shall be borne exclusively by the BESSD	Kindly allow degradation of 2.5% annually to set off the BESS capacity degradation.	As per RfS
8	9.1.a	The Scheduled Delivery Date (SDD) shall mean the date falling three (3) months from the Effective Date of the BESPA, by which the BESSD shall make available the Project at its full Contracted Capacity for charging, storage, and discharge of electricity in accordance with the provisions of this BESPA. (For example, if the Effective Date of the BESPA is 01.09.2026, the SDD shall be 01.12.2026).	The Scheduled Delivery Date (SDD) shall mean the date falling nine (9) months from the Effective Date of the BESPA, by which the BESSD shall make available the Project at its full Contracted Capacity for charging, storage, and discharge of electricity in accordance with the provisions of this BESPA.	The request for extension of the SDD to nine (9) months is not accepted. Amended Clause : The Scheduled Delivery Date shall not be later than 01.03.2027, by which the BESSD shall make available the Project at its full Contracted Capacity for charging, storage, and discharge of electricity in accordance with the provisions of this BESPA.

Sr. No.	RfS Clause No.	Existing Clause	Proposed Modifications	MSEDCL's response
9	Clause No. 7.10, Page No.16	Reactive power charges shall be on account of BESSD as applicable.	The RfS also requires the BESS to operate in a manner that enhances system reliability and power quality by dynamically providing or absorbing reactive power to mitigate voltage dip, voltage rise, flicker, and poor power factor. Since reactive power support in Voltage Control Mode is provided as a mandatory grid support function for maintaining grid stability and reliability, the reactive power exchanged under this operating mode should not attract reactive energy charges. However, where the BESS is operated in Power Factor Control Mode based on the owner's dispatch or operational requirements, the applicable reactive power charges may be considered.	As per RfS
10	Annexure-A, Point No.9.e	BESS shall operate in a manner to promote the power system reliability and improve the power quality. When power quality problems, such as voltage dip, flicker, unsatisfactory power factor, etc., occur in power system, the BESS could eliminate these problems by flexible active and reactive power output in this function.	Kindly clarify that no reactive power charges shall be applicable when the BESS is operating in Voltage Control Mode for grid support, and that reactive power charges, if any, shall apply only when the plant is intentionally operated in Power Factor Control Mode.	As per RfS
11	Format 7.3 E FORMAT OF INSURANCE SURETY BOND TOWARDS EMD, Page No. 72	Insurance Surety Bond, nor shall the Insurer have any recourse against MSEDCL in respect of any payment made hereunder. MSEDCL shall be entitled to invoke this Bond till _____ [Insert a date which is at least 12 months beyond the expiry of the validity period on the basis of Clause No. 19 of this RfS].	Kindly confirm whether the claim period is mandated as 12 months or if it can be reduced. Generally, tenders stipulate only a 3-month claim period beyond bid bond validity Or confirm the claim period months.	As per RfS
12	Connectivity & Land, Clause 7 & 22, Page No.15 & 30	Clause 7.1 : Projects will be connected to the CTU/STU/MSETCL Sub-Stations. The responsibility for obtaining and establishing grid connectivity, including provision of bay space and all associated infrastructure, shall rest solely with the BESS Developer. MSEDCL shall not provide any connectivity assurance, support, space, or infrastructure and shall have no responsibility or liability in this regard. The BESSD shall ensure while obtaining the connectivity that the project will be commissioned within SDD and no extension will be granted due to delay in Grid Connectivity. The Bidder shall be responsible for establishing and maintaining the necessary connectivity up to the applicable Interconnection Point in accordance with the prevailing regulations, procedures, and connectivity requirements of the concerned transmission utility. Clause 22 : For the BESS projects, the land identification, acquisition, possession, and maintenance shall be entirely within the scope and responsibility of the BESSD.	STU/CTU approvals are critical path items; delays can jeopardize COD. MSEDCL to facilitate STU/CTU approvals and provide indicative evacuation points to reduce execution risk.	As per RfS
13	Performance Guarantees, Clause 8 & 8.2 Page no16 & 20	Availability ≥95% Monthly; Round Trip Efficiency ≥85% monthly.	Penalty structure for shortfall not clearly defined. High thresholds without clarity increase risk perception. Provide detailed penalty matrix (LD % per unit shortfall) and consider phased thresholds (e.g., 90–95% availability, 80–85% efficiency) to balance risk.	Please refer to the Annexure-D of the RfS.

Sr. No.	RfS Clause No.	Existing Clause	Proposed Modifications	MSEDCL's response
14			We request MSEDCL to arrange a pr bid meeting to provide an opportunity for prospective bidders to discuss and seek clarification on the technical eligibility criteria, financial requirements, project execution requirements, and other tender conditions before submission of bids.	Not Accepted
15	Technical Eligibility Criteria Clause 34.2	Further, to establish the Bidder's experience and capability in implementation and operation of BESS projects, the Bidder shall have commissioned and operational BESS capacity equivalent to at least twenty-five percent (25%) of the Capacity quoted in its Bid as on the Bid Submission Date. For avoidance of doubt, a Bidder quoting a Capacity of 100 MW/400 MWh shall demonstrate a minimum commissioned and operational BESS capacity of 25 MW. Documentary evidence (Commissioning Certificate) in support of such commissioned capacity shall be submitted along with the Bid, failing which the Bid may be considered non-responsive.	Considering that Battery Energy Storage System (BESS) technology is still at an emerging stage in India and only a limited number of bidders have prior experience in BESS project execution or commissioning, we request MSEDCL to consider financial eligibility criteria, such as minimum net worth, annual turnover, and financial capability, instead of making prior BESS project experience a mandatory technical eligibility requirement.	As per RfS
			Relaxation of the prescribed technical experience/qualification window, enabling financially eligible bidders to participate, subject to compliance with all mandatory technical and performance requirements of the RfS	As per RfS
			kindly reconsider the requirement prescribing a specific experience window/period for BESS projects. In our view, the relevant experience may be assessed based on the bidder's demonstrated commissioned and operational BESS capacity, as specified under Clause 34.2 of the RfS, supported by valid commissioning certificates and other relevant documentary evidence.	As per RfS
			We also request MSEDCL to kindly consider removal of any specific *experience window/period restriction* for BESS experience	As per RfS
16	8.1.2.ii	Contract capacity shall be the project capacity at delivery point. MSEDCL shall provide the charging energy factoring the RtE, as per specified RtE in RfS or declared by the bidder whichever is higher. The total Project Capacity shall be for supply to and off take by MSEDCL and there will be no merchant capacity. The BESS shall adhere to the specifications and performance requirements laid out in Annexure-A of the RfS in this regard.	Kindly allow the merchant capacity as BESS would be oversized to service the contract obligation of no degradation. Hence due to oversizing there would be capacity available, which would be used for the merchant and would further	Contract capacity shall be the project capacity at delivery point. MSEDCL shall provide the charging energy factoring the RtE, as per specified RtE in RfS or declared by the bidder whichever is higher. The total Project Capacity shall be for supply to and off take by MSEDCL. Any storage capacity available after meeting the storage requirements of MSEDCL may be utilised by the BESSD for merchant purposes, subject to the first right of refusal being offered to MSEDCL.

Sr. No.	RfS Clause No.	Existing Clause	Proposed Modifications	MSEDCL's response
17	9.2	The BESSD shall be required to commission and make available the entire Contracted Capacity, Contracted Energy Capacity, and other performance obligations under the BESPAs by the Scheduled Delivery Date (SDD) or within three (3) months from the date of signing of the BESPAs. No part Delivery of the Project shall be permitted. Failure of the BESSD to achieve and make available the full Contracted Capacity within the stipulated timeline shall constitute a material default, and the BESPAs shall stand terminated for the entire Project.	Kindly allow part delivery of the project as BESS is usually commissioned in phases/blocks which are typically 150-200 MWh per phase/block. This would allow no wastage of available capacity.	As per RfS
18	21.1	MSEDCL shall enter into Battery Energy Storage Purchase Agreement (BESPA) with Bidders selected based on this RfS. A copy of draft BESPAs to be executed between MSEDCL and the BESSD is available on ISN-ETS Portal and also on MSEDCL website. The BESPAs shall be signed after approval from MERC for adoption of tariff. Subsequent extension in this timeline shall be finalized as mutually agreed by MSEDCL and the BESSD. BESPAs will be executed between MSEDCL and selected bidder or its SPV separately for each Project after adoption of tariff by MERC.	Kindly provide the firm Tariff adoption timeline from LOA award as this would allow the bidder suitable window and clarity on the contract execution and suitably project finance and development would only start post getting such affirmation.	The timeline for tariff adoption shall depend on the regulatory proceedings before MERC.
19	41.f	The BESSD shall sign BESPAs with MSEDCL for Awarded capacity after adoption of tariff otherwise the Awarded capacity shall stand cancelled.		
20	38.5	For the purpose of Financial Bid Evaluation and e-Reverse Auction, the quoted Energy Charges shall be normalized by applying the applicable Transmission Cost Adder to account for the transmission-related costs associated with the Project interconnection. The resultant normalized Tariff shall be further used to derive the Effective Energy charges solely for bid evaluation, bidder ranking, and determination of the successful bidder(s). A Transmission Cost Adder of ₹0.70/kWh shall be applicable for CTU-connected Projects, ₹0.20/kWh for CTU-connected Co located BESS Projects, and nil for STU-connected Projects	Kindly provide the clarity on what CTU-connected Co-located BESS Projects means in this context?	Amended Clause: For the purpose of Financial Bid Evaluation and e-Reverse Auction, the quoted Energy Charges shall be normalized by applying the applicable Transmission Cost Adder to account for the transmission-related costs associated with the Project interconnection. The resultant normalized Tariff shall be further used to derive the Effective Energy charges solely for bid evaluation, bidder ranking, and determination of the successful bidder(s). A Transmission Cost Adder of ₹0.70/kWh shall be applicable for all CTU-connected Projects and nil for STU-connected Projects

Sr. No.	RfS Clause No.	Existing Clause	Proposed Modifications	MSEDCL's response
21	38.7	For the purpose of Financial Bid Evaluation and e-Reverse Auction, the Normalized Energy Charges shall be further evaluated based on the Guaranteed Round-Trip Efficiency (RTE) declared by the Bidder to derive Effective Energy Charges. The Effective Energy Charges shall be used solely for bid evaluation, and ranking purposes and shall not be considered for determination of the Energy Charges payable under the BESPA. The Effective Energy Charges will be calculated only for the Financial Bid evaluation & e-Reverse Auction purpose only. The calculation shall be made as follows: Effective Energy Charges = Normalized Energy Charges - ((Guaranteed RTE - 85) * 4/100)	The Effective Energy Charges will be calculated only for the Financial Bid evaluation & e-Reverse Auction purpose only. The calculation shall be made as follows: Effective Energy Charges = Normalized Energy Charges - ((Guaranteed RTE - 85) * 2/100).....	As per RfS
22	38.12	On completion of Techno-commercial bid evaluation, if it is found that the total aggregate capacity of the Battery Energy Storage Projects short-listed is lower than or equal to 1000 MW, then further process shall be as follows: Assuming: - STC = Capacity of the total number of techno-commercially qualified bidders S-RA = Eligible Capacity for e-Reverse Auction, S-RA In Case STS 1000 MW, S-RA=0.5xSTC All techno-commercially qualified bidders whose financial bids are in accordance with the provisions of the RfS, will be shortlisted for e-RA.	S-RA In Case STS 1000 MW, S-RA=0.8xSTC	Amended Clause: All techno-commercially qualified bidders whose financial bids are in accordance with the provisions of the RfS, will be shortlisted for e-RA. Note: 1. In case 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. Thereafter MSEDCL will take appropriate action in consultation with MERC. 2. The Bidder with the highest Effective Energy Charges Bid will be called the "H1 Bidder". The bidder or bidders with the highest Effective Energy Charges (Hi bidder) shall be disqualified from this Tender process. 3. In case more than one bidder is quoted highest Effective Energy Charges i.e., such bidders are at the same Effective Energy Charges, all such bidders will be eliminated. 4. The above elimination will take place subject to the condition that the total bid capacity after such elimination remains more than 1000 MW. In the contradictory scenario, no elimination will take place at this stage.
23	38.12.2	If more than 5 bidders submitted their bids, then the bidder or bidders with the highest Normalized Energy Charges shall be disqualified from this Tender process.	Kindly provide the clarity on the applicability of this clause. When this shall be applicable in RA. What total capacity should be for this clause to act.	
24	39.1	In the Reverse Auction, Energy charges quoted by bidder shall be considered as bidding parameters. And evaluation will be done on energy charges quoted. After the opening of the financial Bids of the Bidders who have qualified in the evaluation of their Techno Commercial bids the bidders will be ranked according to their Effective Energy Charges calculated as per clause no. 38.8. The Bidder with the highest Effective Energy Charges Bid will be called the "H1 Bidder". The system will then analyze all the capacity of electricity (in MW) offered by the Bidders in the e-Tender Stage. If the total quoted capacity is greater than twice the Capacity Required by the Utility, the H1 Bidder will be eliminated provided that the total quoted capacity after elimination is not less than or equal to twice the Capacity Required.	Kindly provide the clarity on the applicability of this clause. When this shall be applicable in RA. What total capacity should be for this clause to act. Moreover, 38.12.2 contradicts this clause (as mentioned above).	Amended Clause: In the Reverse Auction, Energy charges quoted by bidder shall be considered as bidding parameters. And evaluation will be done on energy charges quoted. After the opening of the financial Bids of the Bidders who have qualified in the evaluation of their Techno Commercial bids the bidders will be ranked according to their Effective Energy Charges calculated as per clause no. 38.8.

Sr. No.	RfS Clause No.	Existing Clause	Proposed Modifications	MSEDCL's response
25	39.1.b	The minimum decrement value from lowest tariff shall be ₹ 0.01 per kWh. The bidder can mention its revised tariff which has to be at least ₹ 0.05 per kWh less than its current tariff.	The minimum decrement value from lowest tariff shall be ₹ 0.01 per kWh. ~~The bidder can mention its revised tariff which has to be at least ₹ 0.05 per kWh less than its current tariff.~~	Accepted
26	40.2	The bidder with lowest Effective Energy Charges will be allotted its qualified project capacity and then, next bidder who matches the L1 Effective Energy Charges will be ranked second with its qualified project capacity and so on, till the total capacity (i.e. for example: 1000 MW or 0.5 x STC in Case STC ≤ 1000 MW, as the case may be) is exhausted.	We request to kindly remove the L1 matching clause and replace it with allotment criteria of L1 +5%, as this is in line with MNRE guidelines.	As per RfS
27	40.7	In case allotted capacity < 500 MW, after reverse auction, MSEDCL may at its own discretion allot capacity to the bidders who are voluntarily ready to match L1 Normalized Energy Charges on first come first serve basis up to the eligible bid capacity. (i.e. techno-commercially qualified). After reverse auction, if any bidder wishes to match the L1 Effective Energy Charges for any balance capacity, bidder should submit his offer via e-mail (retendermsedcl@mahadiscom.in) only.	We request MSEDCL to allow the bidders for such reduction in the order of ranking after the close of e-RA and kindly consider the ranking for any such allocation.	Deleted