

CESC LIMITED (CESC) INVITATION FOR BIDS REQUEST FOR PROPOSAL (RFP) TENDER NO: ED (PM)/2024-25/511 Dated 30-01-2025, Event No: CESC/Short/24-25/ET/208, RA No: CESC/Short/24-25/RA/176

Replies to queries placed by bidders

Clarifications-1

Date: 05.02.202

Sl. No.	Name of the Document	Clause No and Existing Provision	Queries/ Clarification Required	Suggested text for the amendment	Comments of CESC/Amended Clause
1	RFP	<u>Clause No. 7.2.4(iv) (Earnest Money Deposit (EMD)/ Bank Guarantee (BG):</u>	<p>As per the bid document, " In case the LOA is issued but Selected Bidder(s) is/are not in a position to fulfill the requirement, being selected in another bidding process the EMD/CPG shall be forfeited as the case may be."</p> <p><i><u>In case trader being a successful bidder, successful bidder may accept the partial Lol quantum due to non-acceptance of some Lol quantum by any of its generator(s), in such case the Lol may be considered as partially accepted by the successful bidder. Accordingly, the EMD amount against the unaccepted quantum shall be forfeited by CESC Ltd. and rest of the EMD amount shall be refunded to the successful bidder. Request to kindly confirm on the same.</u></i></p>		No partial acceptance of quantum shall be allowed. Existing provision shall prevail.

2	RFP	<u>Clause No. 8 (Validity of Tender and Offer):</u>	<p>As per the bid document, Validity period of offer of Bidder shall be till the time of signing of Power Purchase Agreement (PPA).".</p> <p>Further, as per clause 13 of tender document, "In case CESC fails to issue the LoA within a period of 30 days from the close of e-Reverse Auction (excluding the date of e-Reverse Auction), the successful bidder(s) shall have the option to exit without forfeiting the EMD".</p> <p>We would like to bring to your kind attention that as per the Clause No. 7.13 of the Short Term Guidelines issued by MoP, "In case the Procurer fails to issue the LoA within a period of 15 days from the close of e-Reverse Auction, the Successful Bidder(s) shall have the option to exit without forfeiting the EMD."</p> <p><i><u>Therefore, it is requested to kindly keep the bid validity period up to 15 days from E-Reverse auction date.</u></i> <i><u>Further, kindly clarify whether the bid validity period shall be including or excluding the day of e-Reverse Auction</u></i></p>		<p>Please refer to time table of Event and Date & time where in Sl. No.8 it is mentioned that,</p> <p>Issuance of LOA and submission of signed LOA : <i>Within 30 days of e-RA (Excluding the date of e-RA)</i></p> <p>Therefore, within a period of 15 days from the close of e-Reverse Auction, the Successful Bidder(s) cannot exit without forfeiting the EMD.</p> <p>The existing provision shall prevail.</p>
3	RFP	<u>Clause No. 14 (CONTRACT AWARD AND CONCLUSION):</u>	As per bid document," After acknowledgement of the LOA by the Selected Bidder(s), CESC shall cause the Selected Bidder(s) to execute the PPA within the prescribed period in the Bid document i.e. within 30 days from the close of the e-Reverse Auction (excluding		If CESC Ltd. intends to issue LOA and corresponding signing of PPA, all the process shall be completed as per the time table

			<p>the date of e-Reverse Auction) (or after approval of PPA from Hon'ble WBERC/CERC)."</p> <p><i>We kindly request clarification on the PPA signing date, assuming the LOA is issued on the 30th day after the close of the e-RA .</i></p>		given for Event and Date & Time in the tender doc.
4	RFP	<u>Clause No. 17.(iii) - (Power Purchase Agreement (PPA))</u>	<p>As per the bid document, " The contracted power will be treated as deemed reduced for the period of transmission constraint. The non/part availability of transmission corridor should be certified by the concerned RLDC/SLDC."</p> <p><i>We request to kindly consider the contracted power unchanged irrespective of the actual power flow period and the power scheduled shall be considered full during that Force Majeure Event. Request to kindly modify the clause as requested.</i></p>		Existing provision shall prevail.
5	RFP	<u>Clause No. 22(2) - Payment</u>	<p>As per the bid document, " Bidders shall raise bills on account of open access charges paid to nodal RLDC/SLDC on behalf of CESC to CESC. CESC shall reimburse the amount to Successful Bidder (s) within 7 (Seven) days (excluding the date of receipt of bill(s)) from the date of receipt of bill. In the event of the due date of payment being a Bank/Discoms holiday/closed, the next working day shall be considered as the due date of payment"</p> <p><i>It is requested to kindly modify the due date of payment of open access and T-GNA charges bill as per below mentioned:</i></p>		Existing provision shall prevail

			<p><u>1. Billing of Open Access and T-GNA charges shall be on the same day or next day of receipt of approval from NOAR.</u></p> <p><u>2. Payment of Open Access and T-GNA charges shall be as per the due date mentioned in the approval received from NOAR.</u></p>		
6	RFP	<p><u>Clause No. 25 (PAYMENT OF LIQUIDATED DAMAGES FOR FAILURE TO SUPPLY THE INSTRUCTED CAPACITY:</u></p>	<p>As per the bid document, " Both the parties would ensure that actual scheduling does not deviate by more than 15% of the contracted power as per the approved open access on monthly basis or actual period (if period is less than a month) during Contracted Period.</p> <p>25.2. In case deviation from CESC side is more than 15% of contracted energy for which open access has been allocated on monthly basis or actual period (if period is less than a month) during Contracted Period, CESC shall pay compensation at 20% of Tariff per kWh for the quantum of shortfall in excess of permitted deviation of 15% while continuing to pay open access charges as per the contract.</p> <p>25.3. In case deviation from Bidder side is more than 15% of contracted energy for which open access has been allocated on monthly basis or actual period (if period is less than a month) during Contracted Period, Bidder shall pay compensation to CESC at 20% of Tariff per kWh for the quantum of shortfall in excess of permitted deviation of 15% in the energy supplied and pay for the open access charges to the extent not availed by the CESC."</p>		<p>1. The scheduling of power shall be w.r.t individual seller (generator) and the CESC Ltd. Therefore the individual seller/CESC shall has the option to surrender the contracted quantum by 15% as per the terms of the tender doc clause No. 25</p> <p>2. GST shall not be applicable on compensation/Liquidated Damages amount</p> <p>3. Pl refer to clause 18.2: Booking of Transmission Corridors:</p> <p>(ii) In case of revision / cancellation / surrender of approved open access corridor, the party seeking revision / cancellation of open access corridor shall bear all the open access charges as applicable under Inter/Intra-State Open Access Regulations.</p>

			<p><u>1. We understand that both the parties individually has the option to surrender the contracted quantum by 15% and not in totality. Request to kindly confirm on the same.</u></p> <p><u>2. As per the attached Ministry of Finance (MoF), Govt. of India order dated 3rd August 2022 on GST applicability on liquidated damages, compensation and penalty arising out of breach of contract or other provisions, we understand that GST shall not be applicable on compensation/Liquidated Damages amount. Request to kindly confirm the same.</u></p> <p><u>3. If a generator connected to the State Transmission Utility (STU) participates in a CESC tender and CESC issues a revision, who shall bear the seller state STU charges and SLDC operating charges since STU charges bill amount is not mentioned in the GNA /T-GNA approval</u></p>		Therefore, if CESC issues a revision, the applicable open access charges shall be borne by CESC.
7	RFP	<u>Clause No. 25 (PAYMENT OF LIQUIDATED DAMAGES FOR FAILURE TO SUPPLY THE INSTRUCTED CAPACITY):</u>	As per the bid document," Either party shall raise bill towards liquidated Damage. For any Liquidated Damage payable by CESC/Bidder as per above, bill shall be raised by Bidder/CESC as the Page 19 of 44 case may be and payment shall be made within 30 working days from the date of receipt of bill."		Existing provision shall prevail

			<p>1. <u>It is requested to kindly keep the above clause as "Either party shall raise bill towards liquidated Damage. For any Liquidated Damage payable by CESC/Bidder as per above, bill shall be raised by Bidder/CESC only after end of that month."</u></p> <p>2. <u>Further, it is requested to kindly clarify whether the due date of payment of such bills shall be including or excluding the date of receipt of bill.</u></p>		
8	RFP	<u>Clause No. 6 (Tariff Structure):</u>	<p>As per the tender document, it is mentioned that, " If the power is being supplied through alternate source, there shall be no change in tariff structure from that of the original source and any additional charges and losses if any, due to cancellation of existing corridor and booking of new corridor etc., shall be to the account of Seller(s)/Bidder(s). And in case of change of source, Seller/Bidder</p> <p>shall take prior consent of CESC."</p> <p><u>If our generator intends to provide power to CESC through an alternate source due to any reason, we understand that CESC shall permit this supply with additional charges(if any applicable). However, if CESC denies permission for this alternate source, no compensation shall be applicable on the Bidder. Request to kindly provide clarification on the same also.</u></p>		If the bidder intends to supply power through any alternative source as per the terms of clause 6.0 and CESC denies to accept such power, no compensations shall be applicable for the aforesaid duration.

9	RFP	Clause No. 22 (Payment):	<p>CESC shall provide standby Letter of Credit (SBLC) equivalent to 100% of the weekly energy corresponding to Contracted Capacity at the tariff indicated in PPA.</p> <p><u>i. We request CESC to kindly provide “Payment Security” as per Clause 22 and power supply shall commence only after receipt of PSM from CESC. In case CESC fails to provide PSM, bidder shall have option to sell the capacity in open market and CESC shall have to pay the contracted tariff. Power supply shall resume only after receipt of PSM from CESC.</u></p> <p><u>ii. The Payment Security provided by the CESC to the Bidder shall remain valid until the surcharge date. If payments aren’t made within the surcharge date, the CESC shall extend the validity of the Payment Security until the full payments are made by CESC for the corresponding invoices.</u></p> <p><u>iii. Please clarify whether CESC will submit LCs for each month or will submit one LC for the entire contract period. If LC is for entire contract period then LC value to be provided with respect to highest billing month of highest quantum and not the average of the contract period.</u></p>		<p>i. Please refer to time table of Event and Date & Time in point No. 10. <i>Opening of SBLC: Prior to supply of power</i></p> <p>ii. Existing provision shall prevail.</p> <p>iii. Existing provision shall prevail. CESC will provide standby letter of credit corresponding to appropriate PPA provisions.</p>
10	RFP	<u>Uniform Revision of Power:</u>	<p>The Bidder(s) shall submit bids on behalf of Generator(s) on short term basis at very competitive prices considering the off-take of power by Procurer (i.e., CESC) as per the requisition. Since Generators are participating considering the off-take of Power by the CESC according to these requisitions, it is requested that any real time</p>		<p>Any revision of power apart from Force Majeure (FM) condition shall be made on uniform basis.</p>

			<p>revision in schedule by CESC shall be on uniform basis other than Force Majeure Conditions. For example, if any generator has participated in the 00:00 to 02:00 hrs. requisition, then it is requested to kindly revise the schedule on uniform basis for 00:00 to 02:00 hrs. If the revision is not done uniformly, it will be difficult for Generator(s) to operate at partial load for few hours resulting in generation inefficiency. Further, Generator(s) are likely to face difficulties for tying up of surrendered capacity for certain blocks.</p> <p><u>Hence, it is requested that CESC shall ensure off-take of power on uniform basis only as per the requisition of the tender document</u></p>		
11.	RFP	<u>Clause 5 (ii)</u>	<p>1. Eligibility of Power Sources: Are power sources that are not commissioned on bid date but <u>will be commissioned before the start of supply</u>, eligible to participate in this tender?</p> <p>If such sources are eligible, we kindly request clarification / change in Clause 5 (ii) of the RFP, which mandates that offered capacity should be ready as on bid date. We understand “firm and ready capacity” implies commissioned capacity.</p> <p>Clause 5 (ii) states: <i>5.ii The quantum of power offered by the Bidder shall be firm power for the durations mentioned above. The bidder should have firm and ready capacity to supply his</i></p>		Existing provision shall prevail.

			<i>offered quantum of power to CESC as on bid date for the Contract Period. Bidder(s) may therefore ensure availability of necessary infrastructure/ground work, before participating in the Bid.</i>		
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