

**PROCUREMENT OF POWER ON SHORT-TERM BASIS THROUGH TARIFF BASED COMPETITIVE BIDDING PROCESS**

(As per "Guidelines for short-term (i.e., for a period of more than one day to one year) Procurement of Power by Distribution Licensees through Tariff based bidding process" issued by Government of India)

**CESC LIMITED (CESC)  
INVITATION FOR BIDS**

**TENDER NO: ED(PM)/2025-26/494, Dated 23.12.2025; Event No: CESC/Short/25-26/ET/118; RA No: CESC/Short/25-26/RA/109**

**Clarifications-1**

**Dated: 24.12.2025**

Sr. No.	Name of the Document	Clause No and Existing Provision	Queries/ Clarification Required	Comments of CESC/Amended Clause
1.	RFP	<b><u>Clause No. 7,2,4(iv) (Earnest Money Deposit (EMD))/ Bank Guarantee (BG):</u></b>	<p>As per the bid document, " In case the LOA is issued but Selected Bidder(s) are not in a position to fulfill the requirement, the EMD/CPG shall be forfeited as the case may be."</p> <p><i>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</i></p>	<p>No partial acceptance of quantum that has been issued in the LOA to the Seller/Bidder shall be allowed.</p> <p>Existing provision shall prevail.</p>

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2.	RFP	<b><u>Clause No. 8 (Validity of Tender and Offer):</u></b>	<p>As per the bid document, Validity period of offer of Bidder shall be till the time of time of issuance of Letter of Award (LOA).".</p> <p>Further, as per clause 13 of tender document, "In case CESC fails to issue the LoA within a period of 15 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><u>Therefore, it is requested to kindly keep the bid validity period up to 15 days from E-Reverse auction date. Further, kindly clarify whether the bid validity period shall be including or excluding the day of e-Reverse Auction</u></p>	The existing provision shall prevail.
3.	RFP	<b><u>Clause No. 14 (CONTRACT AWARD AND CONCLUSION):</u></b>	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 the date of e-Reverse	Existing provision shall prevail.

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			<p>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 30<sup>th</sup> day after the close of the e-RA .</i></p>	
4.	RFP	<b><u>Clause No. "17.(iii) - (Power Purchase Agreement (PPA))</u></b>	<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 contract period 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	<b><u>Clause No. 22- "Payment"</u></b>	<p>As per the bid document, " 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. SBLC shall be opened prior to commencement of supply of power."</p> <p><i>It is requested to CESC kindly submit LCs for each month or 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.:</i></p>	Existing provision shall prevail. CESC will provide standby letter of credit corresponding to appropriate PPA provisions.

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6.	RFP	<b><u>Clause No. 22(2) - "Payment"</u></b>	<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><u>It is requested to kindly modify the due date of payment of open access and T-GNA charges bill as per below mentioned:</u></p> <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> <p>Further, As per the bid document, " CESC shall make the payment to Selected Bidder within 7 (seven) working days (due date) (excluding the date of receipt of the bill(s)) from the date of receipt of the energy bills in the office of</p>	Existing provision shall prevail

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			<p>Executive Director (Power Marketing), CESC Ltd,." And as per clause no 7.2 of PPA , " The Procurer will make the payment through RTGS/NEFT to the Seller within 7 (seven) days from the date of receipt of the energy bills (excluding the date of receipt of the bill(s)) Executive Director (Power Marketing), CESC Ltd,."</p> <p><u>There is a discrepancy between Clause No. 7.2 of the draft PPA and Clause No. 22 of the tender document with respect to the payment terms. Hence, it is requested to kindly confirm whether CESC shall make payment to the selected bidder within seven (7) working days (due date) or within seven (7) calendar days.</u></p>	Clause 7.2 of the draft PPA and Clause 22 of the tender document are same.
7.	RFP	<b><u>Clause No. 25 (PAYMENT OF LIQUIDATED DAMAGES FOR FAILURE TO SUPPLY THE INSTRUCTED CAPACITY:</u></b>	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.	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

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			<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><u>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>	
8.	RFP	<b><u>Clause No. 25 (PAYMENT OF LIQUIDATED DAMAGES FOR FAILURE TO SUPPLY THE INSTRUCTED CAPACITY):</u></b>	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	Existing provision shall prevail

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			<p>by Bidder/CESC as the case may be and payment shall be made within 30 working days from the date of receipt of bill."</p> <p><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><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>	<p><b>As per Clause 25:</b> 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 case may be <b>and payment shall be made within 30 working days from the date of receipt of bill.</b></p>
9.	RFP	<b><u>Clause No. 6 (Tariff Structure):</u></b>	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 shall take prior consent of CESC."	

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			<p><i>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.</i></p>	<p>If bidder's generator intends to provide power to CESC through an alternate source due to any reason, <b>CESC shall not</b> permit this supply with additional charges(if any applicable).</p> <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 compensation i.e Liquidated Damage (LD) shall be applicable on the Seller for the offered quantum for the aforesaid duration.</p>
10.	RFP	<b><u>Uniform Revision of Power:</u></b>	<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 i.e. RTC. Since Generators are participating considering the off-take of Power by the CESC according to these requisitions, it is requested that any real time revision in schedule by CESC shall be on uniform basis other than Force Majeure Conditions. For example, if any generator has participated in the RTC requisition, then it is requested to kindly revise the schedule on uniform RTC basis. 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,</p>	



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			<p>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>	Any revision of power apart from Force Majeure condition shall be made on uniform basis
11.			<p>Please confirm that the Tariff to be quoted is Ex-Bus Tariff. The tender documents mentions that the delivery point is CTU-ER Periphery but as per clause no 6 all the Interstate Withdrawal Charges &amp; losses of West Bengal as per extant Open Access regulations, Intra-state open access charges &amp; losses of West Bengal and West Bengal SLDC operating charges, application fee etc. are on CESC's account</p>	Existing provision shall prevail.
12.	RFP	<b><u>Clause No. 22 (Payment):</u></b>	<p>As per the bid document, " 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. SBLC shall be opened prior to commencement of supply of power.."</p> <p><u>Clarification Requested – 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</u></p>	Existing provision shall prevail. CESC will provide standby letter of credit corresponding to appropriate PPA provisions.

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			<i>quantum and not the average of the contract period. Please confirm.</i>	
13.		<b>Clause No. 24 (LATE PAYMENT SURCHARGE):</b>	<u>Clarification Requested</u> : LPS will be applicable on all due payments i.e. energy as well as open access and other charges ? Please confirm	Existing provision shall prevail.